

Debt Issuance Programme Prospectus



METRO AG

(incorporated with limited liability in Düsseldorf, Federal Republic of Germany)

Metro Finance B.V.

(incorporated with limited liability in Venlo, The Netherlands)

guaranteed by

METRO AG

(incorporated with limited liability in Düsseldorf, Federal Republic of Germany)

€ 6,000,000,000

Debt Issuance Programme

In relation to notes issued under this Programme (the "**Notes**"), application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") of the Grand-Duchy of Luxembourg ("**Luxembourg**") in its capacity as competent authority (the "**Competent Authority**") under the Luxembourg Act on Securities Prospectuses (*loi relative aux prospectus pour valeurs mobilières*) (the "**Luxembourg Act**") for approval of this Prospectus (as defined below). Pursuant to Art. 7(7) of the *loi relative aux prospectus pour valeurs mobilières* (the Luxembourg law on prospectuses for securities), the CSSF assumes no responsibility as to the economic and financial soundness of any transaction under the Debt Issuance Programme and the quality or solvency of the respective Issuer.

In order to be able to conduct a public offer and/or listing on a regulated market in relation to certain issues of Notes, the Issuers has applied for a notification pursuant to Article 19 of the Luxembourg Act for an offer of such Notes in the Federal Republic of Germany ("**Germany**"). Each Issuer may request the CSSF to provide the relevant competent authority in additional host member states within the European Economic Area with a notification pursuant to Article 19 of the Luxembourg Act.

This document constitutes two base prospectuses for the purposes of article 5 (4) of Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010: (i) the base prospectus of METRO AG in respect of non-equity securities within the meaning of Art.22 (6) no. 4 of the Commission Regulation (EC) No 809/2004 of 29 April 2004 and (ii) the base prospectus of Metro Finance B.V. in respect of non-equity securities within the meaning of Art.22 (6) no. 4 of the Commission Regulation (EC) No 809/2004 of 29 April 2004 (together, the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**").

Arranger

Deutsche Bank

Dealers

Citigroup
Deutsche Bank
HSBC
J.P. Morgan
NatWest Markets

Commerzbank
Goldman Sachs International
ING
Société Générale Corporate & Investment Banking
UniCredit Bank

10 February 2017

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Responsibility Statement

Each of METRO AG and Metro Finance B.V. (each an "**Issuer**" and, together, the "**Issuers**") and METRO AG in its capacity as guarantor (the "**Guarantor**") accepts responsibility for the information contained in this Prospectus. The Issuers and the Guarantor declare that, having taken all reasonable care to ensure that this is the case, the information contained in this Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

Notice

This Prospectus should be read and construed together with any supplements hereto and, in relation to any tranche of Notes, should be read and construed together with the relevant Final Terms (as defined below), provided always that any such supplements and such Final Terms shall not form part of the listing particulars as contained in this document.

Each of the Issuers and the Guarantor have confirmed to the Dealers named under "Subscription and Sale" below that this Prospectus (including for this purpose, each relevant Final Terms or Set (A) Terms and Conditions or Set (B) Terms and Conditions, as applicable) contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes and the Guarantee of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes and the Guarantee of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other document entered into in relation to the Programme or any information supplied by either of the Issuers or the Guarantor or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by either of the Issuers, or the Guarantor or any Dealer.

To the extent permitted by the laws of any relevant jurisdiction no representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus. Neither the delivery of this Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date hereof or the date upon which this Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the relevant Issuer or the Guarantor since the date thereof or, if later, the date upon which this Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme 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.

The distribution of this Prospectus and any Final Terms or Set (A) Terms and Conditions or Set (B) Terms and Conditions, as applicable, and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms comes are required by each of the Issuers, the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions

on offers, sales and deliveries of Notes and on the distribution of this Prospectus or any Final Terms and other offering material relating to the Notes, see "Subscription and Sale". In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and may be subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

The Prospectus is drawn up in the English language. The English language version shall prevail over any part of this Prospectus translated into the German language except for the Final Terms and Terms and Conditions in respect of the issue of any tranche of Notes under the Programme in relation to which the prevailing language will be specified in such Final Terms and Terms and Conditions. The Issuers accept responsibility for the information contained in this Prospectus and confirm that the non-binding translation of the Final Terms and the Terms and Conditions of a tranche of Notes, being the German or English language, as the case may be, correctly and adequately reflects the respective binding language version.

Neither this Prospectus nor any Final Terms or Set (A) Terms and Conditions or Set (B) Terms and Conditions, as applicable, for its own constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by either of the Issuers, the Guarantor, the Dealers or any of them that any recipient of this Prospectus or any Final Terms or Set (A) Terms and Conditions or Set (B) Terms and Conditions, as applicable, should subscribe for or purchase any Notes. Each recipient of this Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the relevant Issuer and the Guarantor.

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

Summary of the Prospectus (English Version)

Summaries are made up of disclosure requirements known as elements (the "**Elements**"). These Elements are numbered in sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of securities, the Issuer and the Guarantor. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities, the Issuer and the Guarantor, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

A. Introduction and Warnings

- A.1 Warnings
- This summary (the "**Summary**") should be read as an introduction to this Prospectus.
- Any decision by an investor to invest in any tranche of the Notes should be based on consideration of the Prospectus as a whole, including the documents incorporated by reference, any supplement to this Prospectus and the relevant Final Terms.
- Where a claim relating to the information contained in this Prospectus, the documents incorporated by reference, any supplement to this Prospectus and the applicable Final Terms 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, the documents incorporated by reference, any supplement to this Prospectus and the applicable Final Terms before the legal proceedings are initiated.
- Civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus, the documents incorporated by reference, any supplement to this Prospectus and the applicable Final Terms or it does not provide, when read together with the other parts of the Prospectus, the documents incorporated by reference, any supplement to this Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in such Notes.
- A.2 Consent by the issuer or person responsible for drawing up the prospectus to the use of the prospectus for subsequent resale or final placement of securities by financial intermediaries.
- Each of [●] [and/or each of [●] as financial intermediary] subsequently reselling or finally placing the Notes in [Germany] [and/or] [Luxembourg] is entitled to use the Prospectus for the subsequent resale or final placement of the Notes during the offer period for the subsequent resale or final placement of the Notes from [●] to [●], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).
- Indication of the offer period within which subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use the prospectus is given.
- The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for view.
- Any other clear and objec-

tive conditions attached to the consent which are relevant for the use of the prospectus.

ing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

When using the Prospectus, each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a financial intermediary, the financial intermediary will provide to investors information on the terms and conditions of the Notes at the time of that offer.

B. Issuer and Guarantor

[METRO AG as Issuer

- | | | |
|------|---|--|
| B.1 | Legal and commercial name: | The legal and commercial name of the Issuer is METRO AG. |
| B.2 | Domicile, legal form, legislation and country of incorporation: | METRO AG has its registered office in Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany and is incorporated as a public stock corporation (Aktiengesellschaft) under the laws of the Federal Republic of Germany and operates under the laws of the Federal Republic of Germany. |
| B.4b | Trend Information: | Not applicable. There are no known trends affecting METRO AG and the industries in which it operates. |
| B.5 | Description of the group: | METRO AG is the parent company of METRO GROUP (hereinafter " METRO GROUP "). METRO GROUP's corporate structure is characterised by a clear division of responsibilities. The group is headed by METRO AG. As a central management holding company, it oversees group management functions, including, in particular, Finance, Controlling, Legal and Compliance. The central management and administrative functions for METRO Cash & Carry are formally anchored within METRO AG. The group's operational business is handled by its three sales lines. In some cases, the sales lines operate in the market with several sales brands or through subsidiaries, depending on the respective strategy, segment and specific competitive environment. METRO Cash & Carry is responsible for the group's wholesale business, Media-Saturn for consumer electronics retailing and Real for hypermarkets. All sales lines have full responsibility for their entire value chain. Service companies support all METRO GROUP sales lines with services in such areas as real estate, logistics, information technology and advertising. Together with METRO AG as the management holding, they are recognised under "Others". |
| B.9 | Profit forecast or estimate: | Not applicable. No profit forecast or estimate is made. |
| B.10 | Qualifications in the audit report: | Not applicable. The audit report does not include any qualifications. |

B.12 Selected historical key financial information:

METRO GROUP in figures¹	01/10/15 30/09/16	01/10/14 30/09/15
	€ million	€ million
Sales (net)	58,417	59,219
EBITDA	2,530	2,177
EBITDA before special items ²	2,509	2,458
EBIT	1,513	711
EBIT before special items ²	1,560	1,511
Earnings before taxes	1,167	259
Earnings before taxes and special items	1,242	1,067
Profit or loss for the period ³	657	714
Profit or loss for the period before special items ^{2,3,4}	639	625
Investments	1,413	1,411
Total assets	24,952	27,656
Equity	5,332	5,172

¹ Rounding differences may occur.

² Special items for 2014/15 and 2015/16 are found on pages 110 and 111 of the consolidated financial statements of METRO AG.

³ Including discontinued operations.

⁴ After non-controlling interests.

No material adverse changes in the prospects of the Issuer:

On 5 September 2016, the Management Board of METRO AG passed a resolution, with consent of the Supervisory Board, which was also approved at the General Meeting on 6 February 2017 to re-organise METRO GROUP and, ultimately, to split the business activities of METRO GROUP into two independent companies. Apart from these developments there has been no material adverse change in the prospects of METRO AG or the METRO GROUP since the date of the last published consolidated financial statement of METRO GROUP for the period ending 30 September 2016.

Description of any significant change in the financial or trading position of the Issuer:

Apart from these developments there has been no significant change in the financial or trading position of the METRO AG or the METRO GROUP since 30 September 2016.

B.13 Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the solvency:

Apart from these developments there are no recent events particular to METRO AG or the METRO GROUP which are to a material extent relevant to their solvency.

B.14 If the Issuer is dependent upon other entities of a group, specify:

See Element B.5.

Not applicable. METRO AG is not dependent upon other entities within the METRO GROUP.

B.15 Principal activities of the Issuer:

METRO GROUP is headed by METRO AG. As a central management holding company, it oversees group management functions, including, in particular, Finance, Controlling, Legal and Compliance. The central management and administrative functions for METRO Cash & Carry are formally anchored within METRO AG.

B.16 Controlling relationship of the Issuer:

The shareholders Haniel, Schmidt-Ruthenbeck and Beisheim are the major shareholders of METRO AG. According to information available to METRO AG based on

the notifications of voting rights according to the German Securities Trading Act (WpHG), as of 30 September 2016 they hold the following shares of voting rights: The Haniel shareholder group is METRO AG's largest shareholder with a voting share of 24.996 per cent. The Schmidt-Ruthenbeck shareholder group is METRO AG's second-largest shareholder, with a share of voting rights of 15.772 per cent. The Beisheim shareholder group is METRO AG's third-largest shareholder, with 9.100 per cent. of the voting rights. In addition, the Haniel shareholder group informed METRO AG that it had issued an exchangeable bond due in May 2020. The bond is linked to about 12 million METRO shares, or about 4 per cent. of the company's share capital. If it were fully exercised, Haniel's interest in METRO AG would decline accordingly in the future. METRO AG's free-float share of 50.132 per cent. is divided among a large number of national and international investors. To the knowledge of the management board of METRO AG, currently neither any pool nor any other agreements exist on the joint exercise of voting rights at METRO AG between the Haniel, Schmidt-Ruthenbeck and Beisheim shareholder groups.

B.17 Ratings: Standard & Poor's Credit Market Services Europe Ltd. ("Standard & Poor's")^{1,2} has assigned the long-term credit rating BBB-³ (stable outlook) to METRO GROUP. [The Notes have been assigned the following rating: [●].] [Not applicable. The Notes have not been rated.]

[Metro Finance B.V. as Issuer

B.1 Legal and commercial name: Metro Finance B.V.

B.2 Domicile, legal form, legislation and country of incorporation: Metro Finance B.V. was incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of The Netherlands and operates under the laws of the Netherlands and has its registered office in Antoniuslaan 85 b+c, 5921 KB Venlo-Blerick, The Netherlands.

B.4b Trend Information: Not applicable. There are no known trends affecting Metro Finance B.V. and the industries in which it operates.

B.5 Description of the group: Metro Finance B.V. is wholly-owned by METRO AG.

B.9 Profit forecast or estimate: Not applicable. No profit forecast or estimate is made.

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "CRA Regulation"). Standard & Poor's assigns long-term credit ratings on a scale from AAA to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. Standard & Poor's may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (neutral). Standard & Poor's assigns short-term credit ratings for specific issues on a scale from A-1, A-2, A-3, B, C down to D. Within the A-1 category the rating can be designated with a "+".

² The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

³ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

B.10	Qualifications in the audit report:	Not applicable. The audit report does not include any qualifications.																																	
B.12	Selected historical key financial information:																																		
	Metro Finance B.V. – Key Financial Figures	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: center;">01/10/2015 - 30/09/2016</th> <th style="width: 25%; text-align: center;">01/10/2014 - 30/09/2015</th> </tr> </thead> <tbody> <tr> <td>Net financial income (€ T)</td> <td style="text-align: right;">3,790</td> <td style="text-align: right;">4,803</td> </tr> <tr> <td>Result before taxation (€ T)</td> <td style="text-align: right;">1,484</td> <td style="text-align: right;">2,582</td> </tr> <tr> <td>Net result for the year (€ T)</td> <td style="text-align: right;">1,113</td> <td style="text-align: right;">1,635</td> </tr> <tr> <td>Total assets (€ T)</td> <td style="text-align: right;">4,023,353</td> <td style="text-align: right;">4,332,826</td> </tr> <tr> <td>Shareholder's equity (€ T)</td> <td style="text-align: right;">24,933</td> <td style="text-align: right;">23,820</td> </tr> <tr> <td>Equity ratio</td> <td style="text-align: right;">0.62</td> <td style="text-align: right;">0.55</td> </tr> <tr> <td>Return on Equity after taxes</td> <td style="text-align: right;">4.46</td> <td style="text-align: right;">6.86</td> </tr> <tr> <td colspan="3"><i>Operating data</i></td> </tr> <tr> <td>Employees</td> <td style="text-align: right;">10</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Number of locations</td> <td style="text-align: right;">1</td> <td style="text-align: right;">1</td> </tr> </tbody> </table>		01/10/2015 - 30/09/2016	01/10/2014 - 30/09/2015	Net financial income (€ T)	3,790	4,803	Result before taxation (€ T)	1,484	2,582	Net result for the year (€ T)	1,113	1,635	Total assets (€ T)	4,023,353	4,332,826	Shareholder's equity (€ T)	24,933	23,820	Equity ratio	0.62	0.55	Return on Equity after taxes	4.46	6.86	<i>Operating data</i>			Employees	10	10	Number of locations	1	1
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	No material adverse changes in the prospects of the Issuer:	There has been no material adverse change in the prospects of Metro Finance B.V. since the date of the last published financial statement of Metro Finance B.V. for the period ending 30 September 2016.																																	
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B.13	Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency:	Not applicable. There are no recent events particular to Metro Finance B.V. which are to a material extent relevant to Metro Finance B.V.'s solvency.																																	
B.14	If the Issuer is dependent upon other entities of a group, specify:	See Element B.5. Metro Finance B.V. is wholly-owned by METRO AG.																																	
B.15	Principal activities of the Issuer:	According to Article 3 of its articles of association Metro Finance B.V. acts to lend, borrow and collect money, as well as to issue bonds, claims or other papers of value, and to enter into agreements relating thereto; to participate in, to manage and to finance enterprises and companies; and to perform anything more relating to the aforementioned or being conducive thereto, everything in the widest sense.																																	
B.16	Controlling relationship of the Issuer:	Metro Finance B.V. is wholly-owned by METRO AG.																																	
B.17	Ratings:	Not applicable. No ratings have been assigned to the Issuer. [The Notes have been assigned the following rating: [●].] [Not applicable. The Notes have not been rated.]																																	
B.18	Nature and scope of the Guarantee:	Notes issued by Metro Finance B.V. will have the benefit of a guarantee (the " Guarantee ") for the payment of principal and interest on the Notes given by METRO AG (the " Guarantor "). The Guarantee constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor.																																	

tor ranking *pari passu* with all other unsecured and unordinated obligations of the Guarantor. The terms of the Guarantee also contain a negative pledge of the Guarantor. The Guarantee is governed by German law. The Guarantee constitutes a contract for the benefit of the holders of the Notes (the "**Holders**") from time to time as third party beneficiaries pursuant to § 328 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).]]

[METRO AG as Guarantor

B.19.B.1	Legal and commercial name:	The legal and commercial name of the Guarantor is METRO AG.
B.19.B.2	Domicile, legal form, legislation and country of incorporation:	METRO AG has its registered office in Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany and is incorporated as a public stock corporation (Aktiengesellschaft) under the laws of the Federal Republic of Germany and operates under the laws of the Federal Republic of Germany.
B.19.B.4b	Trend Information:	Not applicable. There are no known trends affecting METRO AG and the industries in which it operates.
B.19.B.5	Description of the group:	METRO AG is the parent company of METRO GROUP (hereinafter " METRO GROUP "). METRO GROUP's corporate structure is characterised by a clear division of responsibilities. The group is headed by METRO AG. As a central management holding company, it oversees group management functions, including, in particular, Finance, Controlling, Legal and Compliance. The central management and administrative functions for METRO Cash & Carry are formally anchored within METRO AG. The group's operational business is handled by its three sales lines. In some cases, the sales lines operate in the market with several sales brands or through subsidiaries, depending on the respective strategy, segment and specific competitive environment. METRO Cash & Carry is responsible for the group's wholesale business, Media-Saturn for consumer electronics retailing and Real for hypermarkets. All sales lines have full responsibility for their entire value chain. Service companies support all METRO GROUP sales lines with services in such areas as real estate, logistics, information technology and advertising. Together with METRO AG as the management holding, they are recognised under "Others".
B.19.B.9	Profit forecast or estimate:	Not applicable. No profit forecast or estimate is made.
B.19.B.10	Qualifications in the audit report:	Not applicable. The audit report does not include any qualifications.

B.19.B.12 Selected historical key financial information:

METRO GROUP in figures¹	01/10/15 30/09/16	01/10/14 30/09/15
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¹ Rounding differences may occur.

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⁴ After non-controlling interests.

No material adverse changes in the prospects of the Guarantor:

On 5 September 2016, the Management Board of METRO AG passed a resolution, with consent of the Supervisory Board, which was also approved at the General Meeting on 6 February 2017 to re-organise METRO GROUP and, ultimately, to split the business activities of METRO GROUP into two independent companies. Apart from these developments there has been no material adverse change in the prospects of METRO AG or the METRO GROUP since the date of the last published consolidated financial statement of METRO GROUP for the period ending 30 September 2016.

Description of any significant change in the financial or trading position of the Guarantor:

Apart from these developments there has been no significant change in the financial or trading position of the METRO AG or the METRO GROUP since 30 September 2016.

B.19.B.13 Description of any recent events particular to the Guarantor which are to a material extent relevant to the evaluation of the Guarantor's solvency:

Apart from these developments there are no recent events particular to METRO AG or the METRO GROUP which are to a material extent relevant to their solvency.

B.19.B.14 If the Guarantor is dependent upon other entities of a group, specify:

See Element B.5.

Not applicable. METRO AG is not dependent upon other entities within the METRO GROUP.

B.19.B.15 Principal activities of the Guarantor:

METRO GROUP is headed by METRO AG. As a central management holding company, it oversees group management functions, including, in particular, Finance, Controlling, Legal and Compliance. The central management and administrative functions for METRO Cash & Carry are formally anchored within METRO AG.

- B.19.B.16 Controlling relationship of the Guarantor: The shareholders Haniel, Schmidt-Ruthenbeck and Beisheim are the major shareholders of METRO AG. According to information available to METRO AG based on the notifications of voting rights according to the German Securities Trading Act (WpHG), as of 30 September 2016 they hold the following shares of voting rights: The Haniel shareholder group is METRO AG's largest shareholder with a voting share of 24.996 per cent. The Schmidt-Ruthenbeck shareholder group is METRO AG's second-largest shareholder, with a share of voting rights of 15.772 per cent. The Beisheim shareholder group is METRO AG's third-largest shareholder, with 9.100 per cent. of the voting rights. In addition, the Haniel shareholder group informed METRO AG that it had issued an exchangeable bond due in May 2020. The bond is linked to about 12 million METRO shares, or about 4 per cent. of the company's share capital. If it were fully exercised, Haniel's interest in METRO AG would decline accordingly in the future. METRO AG's free-float share of 50.132 per cent. is divided among a large number of national and international investors. To the knowledge of the management board of METRO AG, currently neither any pool nor any other agreements exist on the joint exercise of voting rights at METRO AG between the Haniel, Schmidt-Ruthenbeck and Beisheim shareholder groups.
- B.19.B.17 Ratings: Standard & Poor's Credit Market Services Europe Ltd. ("**Standard & Poor's**")^{4,5} has assigned the long-term credit rating BBB-⁶ (stable outlook) to METRO GROUP. [The Notes have been assigned the following rating: [●].] [Not applicable. The Notes have not been rated.]]

C. Notes

- C.1 Type / class / security identification number: **Type of the Notes**
The Notes are debt instruments pursuant to Sections 793 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).
ISIN: [●]
- C.2 Currency: [●]
- C.5 Restrictions on the free transferability of the Notes: Not applicable. The Notes are freely transferable.

⁴ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**"). Standard & Poor's assigns long-term credit ratings on a scale from AAA to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. Standard & Poor's may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (neutral). Standard & Poor's assigns short-term credit ratings for specific issues on a scale from A-1, A-2, A-3, B, C down to D. Within the A-1 category the rating can be designated with a "+".

⁵ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁶ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

C.8 Rights attached to the Notes (including the ranking and limitations to those rights):

Rights attached to the Notes

Right to interest payments

[The Notes bear a fixed interest income throughout the entire term of the Notes.]

[The Notes will bear interest at a rate determined [(and as adjusted for the applicable margin)] on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.]

[Early redemption of the Notes upon occurrence of an Event of Default

The Notes can be redeemed prior to their stated maturity at the option of the Noteholders, upon the occurrence of an event of default.]

[Early Redemption at the option of the Noteholders at specified redemption amount(s)

The Notes can be redeemed at the option of the Noteholders upon giving notice within the specified notice period to the Issuer on a date or dates specified prior to such stated maturity and at the specified redemption amount(s) together with accrued interest to, but excluding, the relevant redemption date.]

[Negative Pledge

The Issuer [and the Guarantor] shall not, and shall procure that its subsidiaries shall not, create or permit to subsist any security interest other than a permitted security interest as provided for in the Terms and Conditions of the Notes upon the whole or any part of its present or future assets or revenues to secure any indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.]

Ranking of the Notes

Status of the Notes

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 take priority by mandatory provisions of law.

[Guarantee

The Guarantee of Notes constitutes direct, unconditional and unsecured obligations of the Guarantor which will at all times rank at least pari passu with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.]

Limitation of those rights

[Early redemption of the Notes for taxation reasons

The Notes can be redeemed prior to their stated maturity at the option of the Issuer 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 the Federal Republic of Germany [and/or The Netherlands], or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer [and/or the Guarantor] will become obligated to pay additional amounts on the Notes.]

[Early Redemption at the option of the Issuer at specified redemption amount(s)

The Notes can be redeemed at the option of the Issuer upon giving notice within the specified notice period to the Noteholders on a date or dates specified prior to such stated maturity and at the [specified redemption amount(s)] [principal amount of the respective Note or, if higher, at the present value of the respective Note] [together with accrued interest to, but excluding, the relevant redemption date].]

[Early Redemption upon occurrence of a transaction trigger event:

The Notes can be redeemed upon the occurrence of a transaction trigger event, as specified accordingly, by giving notice within the specified notice period to the Noteholders on a date specified prior to such stated maturity and at the [specified redemption amount] [principal amount of the Notes] [together with accrued interest to, but excluding, the relevant redemption date].]

[German Bond Act (SchVG)

The terms and conditions of the Notes are subject to amendment by majority resolution of the Noteholders.]

C.9	Interest:	See C.8
	Interest rate:	[Fixed Rate Notes: [●]% <i>per annum</i> .] [Floating Rate Notes [insert EURIBOR] [insert [●]-LIBOR] [[plus][minus] the margin of [●]%] for each interest period [, subject to [a minimum rate of interest of [●]% <i>per annum</i>] [and] [a maximum rate of interest of [●]% <i>per annum</i> .]
	Interest commencement date:	[The issue date of the Notes.] [insert interest commencement date]
	Interest payment dates:	[●]

	Underlying on which interest rate is based:	[Not applicable. Interest on the Notes is not based on an underlying.] [insert Reference Rate(s)]
	Maturity date including repayment procedures:	[●] Payment of principal or interest in respect of Notes shall be made to the relevant clearing system or to its order for credit to the accounts of the relevant account holders of the relevant clearing system.
	Indication of yield:	[[●]%.] [Not applicable. The yield of the Notes cannot be calculated as of the issue date.]
	Name of representative of the Holders:	[Not applicable. No Noteholders' Representative has been designated in the Terms and Conditions of the Notes.] [The Noteholders may by majority resolution appoint a common representative to exercise the Noteholders' rights on behalf of each Noteholder.]
C.10	Description of the influence of the derivative component on the interest payments under the Notes (in case of Notes with a derivative component):	See C.9 Not applicable. The Notes do not have a derivative component in the interest payment.
[C.11] ⁷	Admission to trading:	Application will be made to list Notes on the [Official List of the Luxembourg Stock Exchange] [●] and to admit to trading such Notes on [the Regulated Market of the Luxembourg Stock Exchange (<i>Bourse de Luxembourg</i>)] [●] . The Programme provides that Notes may be listed on other or further stock exchanges. Notes may further be issued under the Programme without being listed on any stock exchange.]
[C.21] ⁸	Markets where the Notes will be traded:	[Application has been made for Notes to be admitted to trading [on the Regulated Market of the Luxembourg Stock Exchange (<i>Bourse de Luxembourg</i>)] [and] [●] .] [No application has been made for the Notes to be admitted to trading to any Stock Exchange.]]

D. Risks

D.2	Key information on the key risks that are specific to METRO AG as [Issuer] [Guarantor]:	METRO GROUP is continuously exposed to risks that can impede the realisation of its short-term and medium-term objectives or the implementation of long-term strategies. These particularly relevant risks are: <u>Macroeconomic and political risks</u> As an international company, METRO GROUP is dependent on the political and economic situation in the countries in which it operates.
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⁷ Not applicable if Notes shall be issued with a denomination of at least EUR 100,000 or the equivalent in another currency.

⁸ Not applicable if Notes shall be issued with a denomination of less than EUR 100,000 or the equivalent in another currency.

Environmental risks

Environmentally harmful practices along the supply chain can seriously damage METRO GROUP's image over the long term and endanger METRO GROUP's business.

Risks related to the retail/wholesale business

The saturated markets of Western Europe, in particular, are characterised by rapid change and intense competition. The resulting conditions can influence business development and represent natural business risks.

Real estate risks

Various factors pose a risk to the intrinsic value of METRO GROUP's store network.

Supplier and product risks

Defective or unsafe products, an exploitation of the environment or inhumane working conditions as well as failure to adhere to METRO GROUP's compliance standards could cause major damage to the image of METRO GROUP and pose a lasting threat to the company's success.

Supply chain risks

The growing variety of items in the product range and high merchandise turnover, coupled with the tapping of new sales channels, result in organisational, IT and logistics risks as well as the risk of inadequate inventory.

Financial risks

The risk of price changes (interest rate risks, currency risks, share price risks), liquidity risks, credit risks in dealings with counterparties in the context of financial transactions and risks arising from cash flow fluctuations may have a significant negative impact on METRO GROUP's financial result.

Strategic risks

METRO GROUP is in the process of being separated into two independent, exchange-listed companies by mid-2017 – a wholesale and food specialist and a company focusing on consumer electronics products and services. Such separation shall further sharpen customer focus, accelerate growth, simplify structures, increase the speed of implementation and therefore improve the operating performance in general. The following material risks can arise in this context: delays in the implementation of the organisational separation and the public listing, unforeseen failure to achieve the targeted investmentgrade rating, an increase in planned implementation costs as well as tax risks related to the implementation of the demerger.

Risks related to portfolio changes

METRO GROUP aims to continuously optimise its portfolio. All portfolio changes and the related strategic and investment or divestment decisions are guided by their contribution to the company's success in terms of value-based management.

Information technology risks

Regulations such as those regarding data protection in credit card processing, the use of customer-specific information in big data solutions that are associated with an increased public debate about misuse as well as the growing complexity of IT generate additional risks for METRO GROUP.

Human resources risks

It is an ongoing challenge to recruit and retain such valuable employees for the group, in particular in the face of demographic change and intense competition for the best people.

Legal and tax risks

Legal risks arise primarily from labour and civil law cases as well as from changes in trade laws.

Control of Media-Saturn-Holding GmbH (MSH)

Based on existing court decisions relating to governance issues, the Management Board feels validated in its opinion that the consolidation of the Media-Saturn-Holding GmbH was correctly effected according to the relevant IFRS (International Financial Reporting Standards) regulations, both in the past and in the consolidated financial statements as of 30 September 2016.

Compliance risks

Legal requirements in the various jurisdictions as well as the expectations of METRO GROUP's customers and the public regarding corporate compliance have generally continued to increase and become more complex.

Risks related to the Demerger of METRO GROUP

METRO AG and Ceconomy AG, may not realise the anticipated benefits from the separation of its businesses from METRO GROUP, and such separation may lead to the loss of business opportunities and higher costs for both entities.

As a consequence of the demerger, METRO AG and Ceconomy AG face risks from potential claims under the German Transformation Act (*Umwandlungsgesetz*), particularly pursuant to Section 133 of the German Transformation Act (*Umwandlungsgesetz*), according to which METRO AG and Ceconomy AG would be jointly and severally liable for liabilities which come into existence before the demerger is completed.

Both METRO AG and Ceconomy AG have a complex financial history. Thus the combined financial statements do not necessarily reflect the results of operation, financial position and cash flows of both entities as independent listed companies.

METRO AG and Ceconomy AG have incurred substantial costs in connection with the preparation and implementation of the demerger and may fail to recoup these costs in the future.

[D.2 Key information on the key risks that are specific to Metro Finance B.V. as Issuer:

The main activities of Metro Finance B.V. focus on providing short-term financial services (up to one year), in particular by granting loans to and accepting deposits from METRO GROUP companies as well as granting loans for mid- and long-term funding of METRO GROUP companies as well as hedging of related interest rate and currency risks.

Besides accepting deposits from METRO GROUP companies refinancing is done via the capital markets. All issues of Notes by Metro Finance B.V. under this Programme will be wholly and unconditionally guaranteed by METRO AG in respect of principal and interest payments. The Guarantee given in favour of the Notes issued hereunder is enforceable under the laws of the Federal Republic of Germany. For risk factors regarding METRO AG as Guarantor of Notes issued by Metro Finance B.V., please see the separate section above.]

D.3 Key information on the key risks that are specific to the Notes:

- No active trading market: Although applications will be made for the Notes issued under the Programme to be admitted to trading on the stock exchange, there is no assurance that such applications will be accepted, that any particular tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular tranche of Notes.
- Risk of Early Redemption: [Not Applicable. The Terms and Conditions of the Notes do not provide for any right of early redemption.] [In the case of any early redemption of the Notes, an investor may not be able to reinvest the redemption proceeds resulting from the early redemption amount in a comparable instrument at an effective interest rate as high as that of the relevant Notes, if interest is paid on the Notes, and Noteholders are exposed to the risk that due to an early redemption his investment will have a lower than expected yield.]
- Clearing Systems: Because Global Notes representing the Notes are held by or on behalf of Clearstream Banking, société anonyme, Luxembourg ("**CBL**"), Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking AG, Frankfurt am Main ("**CBF**"), investors will have to rely on their procedures for transfer, payment and communication with the Issuer.
- Potential conflicts of interest: Potential conflicts of interest may arise between the Calculation Agent and the Noteholders, including with respect to certain discretionary determinations and judgements that the Calculation Agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes.
- Exchange Rates: A holder of Notes which are denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield and/or the redemption amount of such Notes.
- Taxation: Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions.

FATCA:

Under currently issued guidance, should the Notes be issued (a) after the date that is six months after the date on which final U.S. Treasury regulations define the term "foreign passthru payment" (the "**Grandfathering Date**") or (b) before the Grandfathering Date if the Notes are materially modified for U.S. federal income tax purposes after the Grandfathering Date, then (pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or similar law implementing an intergovernmental approach thereto ("**FATCA**")) if the Issuer is or becomes a financial institution (as defined under FATCA) the Issuer and other financial institutions through which payments on the Notes are made may be required to withhold U.S. tax at a rate of 30% on all, or a portion of, payments made after 31 December 2018 in respect of the Notes if payments on the Notes are made to or through a foreign financial institution that is not in compliance with FATCA. In addition, withholding under FATCA may be triggered if the Issuer (a) elects to substitute a New Issuer of the Notes as permitted by § 12 of the Terms and Conditions or (b) creates and issues further Notes in a manner that does not constitute a "qualified reopening" for U.S. federal income tax purposes after the Grandfathering Date that are consolidated and form a single series with the outstanding Notes as permitted by § 9 of the Terms and Conditions.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes is not clear. If FATCA were to require that an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on (or with respect to) the Notes, then neither the Issuer, the Guarantor, any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may, if FATCA is implemented as currently proposed by the U.S. Internal Revenue Service, receive less interest or principal than expected.

Independent review and advice:

Each prospective purchaser of Notes must determine, based on its own independent review and such professional advice as it deems appropriate, that its acquisition of the Notes is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

[Market Value of Notes:

The market value of Notes will be affected by the credit-worthiness of the Issuer and a number of additional factors, including, but not limited to, the interest structure of the Notes (including caps relating to interest payments), the market interest, yield rates, the market liquidity and the time remaining to the maturity date.]

[Risks associated with the reform of LIBOR, EURIBOR and other interest rate 'benchmarks']	On 30 June 2016, the EU regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the " Benchmark Regulation ") entered into force. The Benchmark Regulation could have a material impact on Notes linked to a 'benchmark' rate or index. The disappearance of a 'benchmark' or changes in the manner of administration of a 'benchmark' could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Notes linked to such 'benchmark'. Any such consequence could have a material adverse effect on the value of and return on any such Notes.]
[Amendments to the Terms and Conditions:	A Noteholder supporting a dissenting view on a matter is subject to the risk of losing rights vis-à-vis the Issuer against his will if the Noteholders agree pursuant to the Terms and Conditions with the Issuer to make certain amendments thereto by majority vote according to the German Bond Act (<i>Schuldverschreibungsgesetz</i>). In the case of an appointment of a common representative for all Noteholders a particular Noteholder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Noteholders.]
Suitability:	Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluations of the investment.

E. Offer

E.2b	Reasons for the offer and use of proceeds:	The net proceeds of the issue will be applied by the Issuer to meet part of its general financing requirements.
E.3	Description of the terms and conditions of the offer:	<p>[insert aggregate principal amount] [insert issue price] [insert minimum subscription size] [insert type of distribution] [insert start and end of marketing or subscription period] [insert any underwriting or distribution by dealers or distributors] [insert other or further conditions to which the offer is subject]</p>
E.4	Description of any interest to the issue/offer including conflicting interests:	[●]
E.7	Estimated expenses charged to the investor by the Issuer or the Dealer:	[●]

Summary of the Prospectus (German Version)

Zusammenfassungen bestehen aus Offenlegungspflichten, die als Elemente (die „Elemente“) bezeichnet werden. Diese Elemente sind eingeteilt in Abschnitte A – E (A.1 – E.7). Diese Zusammenfassung enthält alle Elemente, die in einer Zusammenfassung für diese Art von Schuldverschreibungen, die Anleihe-schuldnerin und die Garantin enthalten sein müssen. Da einige Elemente nicht zwingend angegeben werden müssen, können Lücken in der Aufzählung entstehen. Auch wenn ein Element in die Zusammenfassung aufgrund der Art der Schuldverschreibungen, der Anleihe-schuldnerin und der Garantin aufgenommen werden muss, ist es möglich, dass keine zutreffende Information hinsichtlich dieses Elements angegeben werden kann. In diesem Fall ist eine kurze Beschreibung des Elements mit dem Hinweis „Nicht anwendbar“ enthalten.

A. Einleitung und Warnhinweise

A.1 Warnhinweise Diese Zusammenfassung (die „**Zusammenfassung**“) ist als Einleitung zum Prospekt zu verstehen.

Der Anleger sollte jede Entscheidung, in eine Tranche der Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen, einschließlich der durch Verweis einbezogenen Dokumente, etwaiger Nachträge zu diesem Prospekt und der jeweiligen Endgültigen Bedingungen.

Ein Anleger, der wegen der in dem Prospekt, den durch Verweis einbezogenen Dokumenten, etwaigen Nachträgen zu diesem Prospekt und den jeweiligen Endgültigen Bedingungen enthaltenen Angaben Klage einreichen will, muss nach den nationalen Rechtsvorschriften des jeweiligen Gerichts möglicherweise für die Übersetzung des Prospekts, der durch Verweis einbezogenen Dokumente, etwaigen Nachträge zu diesem Prospekt und den jeweiligen Endgültigen Bedingungen aufkommen, bevor das Verfahren eingeleitet werden kann.

Zivilrechtlich haften nur diejenigen Personen, die die Zusammenfassung samt etwaiger Übersetzung vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts, den durch Verweis einbezogenen Dokumenten, etwaigen Nachträgen zu diesem Prospekt und den jeweiligen Endgültigen Bedingungen irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts, den durch Verweis einbezogenen Dokumenten, etwaigen Nachträgen zu diesem Prospekt und den jeweiligen Endgültigen Bedingungen wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Schuldverschreibungen für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.

A.2 Zustimmung des Emittenten oder der für die Erstellung des Prospekts verantwortlichen Person zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre. Angabe der Angebotsfrist, Jeder [●] [und/oder jeder [●] als Finanzintermediär], der die begebenen Schuldverschreibungen nachfolgend in [Deutschland] [und/oder] [Luxemburg] weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während der Angebotsperiode für den späteren Weiterverkauf oder die endgültige Platzierung vom [●] bis [●] zu verwenden, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (*Loi relative aux prospectus pour valeurs mobilières*), welches die Richtlinie

innerhalb deren die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre erfolgen kann und für die die Zustimmung zur Verwendung des Prospekts erteilt wird. Alle sonstigen klaren und objektiven Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts relevant sind.

2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch die Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umgesetzt, noch gültig ist.

Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) eingesehen werden.

Bei der Nutzung des Prospektes hat jeder Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.

Für den Fall, dass ein Finanzintermediär ein Angebot macht, wird der Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Angebotsbedingungen der Schuldverschreibungen informieren.

B. Anleiheschuldnerin und Garantin

[METRO AG als Anleiheschuldnerin

- | | | |
|------|--|--|
| B.1 | Juristischer und kommerzieller Name: | Der juristische und kommerzielle Name der Anleiheschuldnerin lautet METRO AG. |
| B.2 | Sitz, Rechtsform, geltendes Recht und Land der Gründung: | METRO AG ist eine Gesellschaft mit Sitz in Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, und wurde in der Rechtsform einer Aktiengesellschaft nach deutschem Recht gegründet und ist unter deutschem Recht tätig. |
| B.4b | Trendinformationen: | Nicht anwendbar. Es liegen keine bekannten Trendinformationen vor, die sich auf die METRO AG und die Branchen, in denen sie tätig ist, auswirken. |
| B.5 | Beschreibung der Gruppe: | METRO AG ist die Muttergesellschaft der METRO GROUP (nachstehend „ METRO GROUP “). Die Struktur der METRO GROUP ist durch eine klare Zuteilung der Verantwortlichkeiten gekennzeichnet. An der Spitze des Konzerns steht die METRO AG. Als zentrale Managementholding nimmt sie Aufgaben der Konzernführung wahr. Dies sind insbesondere die Bereiche Finanzen, Controlling, Recht und Compliance. Zentrale Führungs- und Verwaltungsfunktionen für METRO Cash & Carry sind fest in der METRO AG angesiedelt. Das operative Geschäft verantworten ihre drei Vertriebslinien. Sie agieren teilweise mit unterschiedlichen Marken oder über Tochtergesellschaften am Markt, abhängig von der jeweiligen Strategie, dem Segment und dem spezifischen Wettbewerbsumfeld. METRO Cash & Carry ist in diesem Unternehmen für den Großhandel zuständig, Media-Saturn für Elektrofachhandel und Real für Hypermärkte. Alle Vertriebslinien haben die volle Verantwortung für ihre gesamte Wertschöpfungskette. Servicegesellschaften unterstützen die Vertriebslinien der METRO GROUP übergreifend mit Dienstleistungen, unter anderem in den Bereichen Immobilien, Logistik, Informationstechnologie und Werbung. Sie werden zusammen mit |

- B.9 Gewinnprognosen oder -schätzungen: der Managementholding METRO AG als „Sonstige“ ausgewiesen. Nicht anwendbar. Es liegen keine Gewinnprognosen oder -schätzungen vor.
- B.10 Einschränkungen im Bestätigungsvermerk: Nicht anwendbar. Der Bestätigungsvermerk enthält keine Einschränkungen.
- B.12 Ausgewählte wesentliche historische Finanzinformationen:

METRO GROUP in Zahlen¹	01/10/15 - 30/09/16	01/10/14 - 30/09/15
	€ Mio.	€ Mio.
Umsatz (netto)	58,417	59,219
EBITDA	2,530	2,177
EBITDA vor Sonderfaktoren ²	2,509	2,458
EBIT	1,513	711
EBIT vor Sonderfaktoren ²	1,560	1,511
Ergebnis vor Steuern	1,167	259
Ergebnis vor Steuern und vor Sonderfaktoren	1,242	1,067
Periodenergebnis ³	657	714
Periodenergebnis vor Sonderfaktoren ^{2,3,4}	639	625
Investitionen	1,413	1,411
Bilanzsumme	24,952	27,656
Eigenkapital	5,332	5,172

¹ Rundungsdifferenzen möglich.

² Die Sonderfaktoren werden für 2014/15 und 2015/16 auf den Seiten 110 und 111 des Konzernabschlusses dargestellt.

³ Einschließlich nicht fortgeführter Aktivitäten.

⁴ Nach Anteilen nicht beherrschender Gesellschafter.

- Keine wesentliche Verschlechterung der Aussichten der Anleiheschuldnerin: Der Vorstand der METRO AG hat am 5. September 2016 mit Zustimmung des Aufsichtsrats einen Beschluss gefasst, der auch in der Hauptversammlung am 6. Februar 2017 zur Neuorganisation der METRO GROUP genehmigt wurde und letztlich die Geschäftstätigkeit der METRO GROUP in zwei unabhängige Unternehmen aufteilt. Abgesehen von diesen Entwicklungen haben sich keine wesentlichen Verschlechterungen der Aussichten der METRO AG bzw. der METRO GROUP seit dem Datum des letzten veröffentlichten Finanzberichts zum 30. September 2016 ergeben.
- Beschreibung wesentlicher Veränderungen bei der Finanzlage oder Handelsposition der Anleiheschuldnerin: Abgesehen von diesen Entwicklungen haben sich keine wesentlichen Veränderungen bei der Finanz- bzw. Handelsposition der METRO AG bzw. der METRO GROUP für den Zeitraum seit dem 30. September 2016 ergeben.
- B.13 Beschreibung aller Ereignisse aus jüngster Zeit der Geschäftstätigkeit der Anleiheschuldnerin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind: Abgesehen von diesen Entwicklungen liegen keine Ereignisse aus jüngster Zeit der Geschäftstätigkeit der METRO AG bzw. der METRO GROUP vor, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.

- | | | |
|------|--|--|
| B.14 | Ist die Anleiheschuldnerin von anderen Unternehmen der Gruppe abhängig, ist dies klar anzugeben: | <p>Siehe Element B.5.</p> <p>Nicht anwendbar. METRO AG ist nicht von anderen Gesellschaften innerhalb der METRO GROUP abhängig.</p> |
| B.15 | Haupttätigkeiten der Anleiheschuldnerin: | <p>An der Spitze der METRO GROUP steht die METRO AG. Als zentrale Managementholding nimmt sie Aufgaben der Konzernführung wahr. Dies sind insbesondere die Bereiche Finanzen, Controlling, Recht und Compliance. Zentrale Führungs- und Verwaltungsfunktionen für METRO Cash & Carry sind fest in der METRO AG angesiedelt.</p> |
| B.16 | Beherrschungsverhältnisse der Anleiheschuldnerin: | <p>Die Hauptanteilseigner der METRO AG sind die Großaktionäre Haniel, Schmidt-Ruthenbeck und Beisheim. Am 30. September 2016 hielt nach den der METRO AG vorliegenden Informationen aufgrund der Stimmrechtsmitteilungen nach dem Wertpapierhandelsgesetz (WpHG) der Gesellschafterstamm Haniel einen Stimmrechtsanteil von 24,996 Prozent. Zweitgrößter Anteilseigner ist der Gesellschafterstamm Schmidt-Ruthenbeck mit 15,772 Prozent und drittgrößter Anteilseigner der Gesellschafterstamm Beisheim, dem 9,100 Prozent der Stimmrechte zuzuordnen sind. Zudem hat der Gesellschafterstamm Haniel mitgeteilt, dass dieser eine Umtauschanleihe mit einer Laufzeit bis Mai 2020 begeben hat. Ihr liegen rund 12 Millionen METRO-Aktien und damit rund 4 Prozent des Grundkapitals zugrunde. Bei voller Ausübung würde die Haniel-Beteiligung an der METRO AG in Zukunft entsprechend sinken. Der Streubesitz der METRO AG in Höhe von 50,132 Prozent verteilt sich auf eine Vielzahl nationaler und internationaler Investoren. Es bestehen nach Kenntnis des Vorstands der METRO AG derzeit weder Poolvereinbarungen noch sonstige Vereinbarungen über die gemeinsame Ausübung von Stimmrechten bei der METRO AG zwischen den Gesellschafterstämmen Haniel, Schmidt-Ruthenbeck und Beisheim.</p> |
| B.17 | Ratings: | <p>METRO GROUP wurde von Standard & Poor's Credit Market Services Europe Limited („Standard & Poor's“) ^{1,2} das langfristige Kreditrating BBB-³ (Ausblick stabil).
 [Den Schuldverschreibungen wurde das folgende Rating erteilt: [●].]
 [Nicht anwendbar. Die Schuldverschreibungen haben kein Rating.]</p> |

¹ Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. März 2011 (die „**Ratingagentur-Verordnung**“), registriert. Standard & Poor's vergibt langfristige Bonitätsratings anhand der folgenden Skala: AAA, AA, A, BBB, BB, B, CCC, CC und D. Die Ratings von AA bis CCC können durch ein "+" oder "-" modifiziert werden, um die relative Position innerhalb der Hauptratingklasse anzugeben. Standard & Poor's kann darüber hinaus eine Einschätzung (genannt "Credit Watch") abgeben, ob ein Rating in naher Zukunft voraussichtlich ein Upgrade (positiv) erhält, ein Downgrade (negativ) erhält oder ob die Tendenz ungewiss ist (neutral). Standard & Poor's weist spezifischen Emissionen kurzfristige Ratings auf einer Skala von A-1, A-2, A-3, B, C bis hinab zu D zu. Innerhalb der Klasse A-1 kann das Rating mit einem "+" versehen werden.

² Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.

³ Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.

[Metro Finance B.V. als Anleihe-schuldnerin

- B.1 Juristischer und kommerzieller Name: Metro Finance B.V.
- B.2 Sitz, Rechtsform, geltendes Recht und Land der Gründung: Metro Finance B.V. wurde als private Gesellschaft mit beschränkter Haftung (*besloten vennootschap met beperkte aansprakelijkheid*) mit Sitz in Antoniuslaan 85 b+c, 5921 KB Venlo-Blerick, Niederlande, nach niederländischem Recht gegründet und ist unter niederländischem Recht tätig.
- B.4b Trendinformationen: Nicht anwendbar. Es liegen keine bekannten Trendinformationen vor, die sich auf Metro Finance B.V. und die Branchen, in denen sie tätig ist, auswirken.
- B.5 Beschreibung der Gruppe: Metro Finance B.V. ist eine 100 %-ige Tochtergesellschaft von METRO AG.
- B.9 Gewinnprognosen oder -schätzungen: Nicht anwendbar. Es liegen keine Gewinnprognosen oder -schätzungen vor.
- B.10 Beschränkungen im Bestätigungsvermerk: Nicht anwendbar. Der Bestätigungsvermerk enthält keine Beschränkungen.
- B.12 Ausgewählte wesentliche historische Finanzinformationen:

Metro Finance B.V. – wesentliche Finanzinformationen	01/10/2015 - 30/09/2016	01/10/2014 - 30/09/2015
Umsatz (netto) (€ T)	3,790	4,803
Ergebnis vor Steuern (€ T)	1,484	2,582
Jahresfinanzergebnis (€ T)	1,113	1,635
Gesamtaktiva (€ T)	4,023,353	4,332,826
Eigenkapital (€ T)	24,933	23,820
Eigenkapitalquote	0.62	0.55
RoE nach Steuern	4.46	6.86

Operative Angaben

Mitarbeiter	10	10
Standorte	1	1

Keine wesentliche Verschlechterung der Aussichten der Anleiheschuldnerin: Es haben sich keine wesentlichen Verschlechterungen der Aussichten der Metro Finance B.V. seit dem Datum des letzten veröffentlichten Finanzberichts für die Periode bis zum 30. September 2016 ergeben.

Beschreibung wesentlicher Veränderungen bei der Finanzlage oder Handelsposition der Anleiheschuldnerin: Nicht anwendbar. Seit dem 30. September 2016 haben sich keine wesentlichen Veränderungen bei der Finanzlage bzw. der Handelsposition der Metro Finance B.V. ergeben.

- B.13 Beschreibung aller Ereignisse aus jüngster Zeit der Geschäftstätigkeit der Anleihschuldnerin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind: Nicht anwendbar. Es liegen keine Ereignisse aus jüngster Zeit der Geschäftstätigkeit der Metro Finance B.V. vor, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.
- B.14 Ist die Anleihschuldnerin von anderen Unternehmen der Gruppe abhängig, ist dies klar anzugeben: Siehe Element B.5.
Metro Finance B.V. ist zu 100 % abhängig von METRO AG.
- B.15 Haupttätigkeiten der Anleihschuldnerin: Gemäß Artikel 3 der Satzung sind die Hauptaktivitäten der Metro Finance B.V. die Gewährung von Krediten, die Kreditaufnahme, die Geldeintreibung so wie die Emission von Schuldverschreibungen, von Forderungen und anderen Wertpapieren sowie der Abschluss von dazugehörigen Vereinbarungen. Metro Finance B.V. kann sich ferner an Finanzunternehmen bzw. Finanzgesellschaften beteiligen, diese leiten bzw. finanzieren. Metro Finance B.V. darf ferner alle Geschäfte betreiben, die geeignet sind, den oben genannten Gesellschaftszweck im weitesten Sinne zu fördern.
- B.16 Beherrschungsverhältnisse: Metro Finance B.V. ist zu 100 % abhängig von der METRO AG.
- B.17 Ratings: Nicht anwendbar. Der Anleihschuldnerin wurde kein Rating erteilt.

[Den Schuldverschreibungen wurde das folgende Rating erteilt: [●].]
[Nicht anwendbar. Die Schuldverschreibungen haben kein Rating.]
- B.18 Art und Umfang der Garantie: Die von Metro Finance B.V. begebenen Schuldverschreibungen profitieren von einer Garantie (die „**Garantie**“) der METRO AG (die „**Garantin**“) für die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen. Die Garantie begründet eine unwiderrufliche, nicht besicherte und nicht nachrangige Verpflichtung der Garantin, die mit allen sonstigen unbesicherten und nicht nachrangigen Verpflichtungen der Garantin im gleichen Rang steht. Die Bedingungen der Garantie enthalten auch eine Negativverpflichtung der Garantin. Die Garantie unterliegt deutschem Recht. Die Garantie ist ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen (die „**Gläubiger**“) als begünstigte Dritte gemäß § 328 Absatz 1 BGB.]

[METRO AG als Garantin

- B.19.B.1 Juristischer und kommerzieller Name: Der juristische und kommerzielle Name der Garantin lautet METRO AG.
- B.19.B.2 Sitz, Rechtsform, geltendes Recht und Land der Gründung: METRO AG ist eine Gesellschaft mit Sitz in Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, und wurde in der Rechtsform einer Aktiengesellschaft nach deutschem Recht gegründet und ist unter deutschem Recht tätig.

- B.19.B.4b Trendinformationen: Nicht anwendbar. Es liegen keine bekannten Trendinformationen vor, die sich auf die METRO AG und die Branchen, in denen sie tätig ist, auswirken.
- B.19.B.5 Beschreibung der Gruppe: METRO AG ist die Muttergesellschaft der METRO GROUP (nachstehend „**METRO GROUP**“). Die Struktur der METRO GROUP ist durch eine klare Zuteilung der Verantwortlichkeiten gekennzeichnet. An der Spitze des Konzerns steht die METRO AG. Als zentrale Managementholding nimmt sie Aufgaben der Konzernführung wahr. Dies sind insbesondere die Bereiche Finanzen, Controlling, Recht und Compliance. Zentrale Führungs- und Verwaltungsfunktionen für METRO Cash & Carry sind fest in der METRO AG angesiedelt. Das operative Geschäft verantworten ihre drei Vertriebslinien. Sie agieren teilweise mit unterschiedlichen Marken oder über Tochtergesellschaften am Markt, abhängig von der jeweiligen Strategie, dem Segment und dem spezifischen Wettbewerbsumfeld. METRO Cash & Carry ist in diesem Unternehmen für den Großhandel zuständig, Media-Saturn für Elektrofachhandel und Real für Hypermärkte. Alle Vertriebslinien haben die volle Verantwortung für ihre gesamte Wertschöpfungskette. Servicegesellschaften unterstützen die Vertriebslinien der METRO GROUP übergreifend mit Dienstleistungen, unter anderem in den Bereichen Immobilien, Logistik, Informationstechnologie und Werbung. Sie werden zusammen mit der Managementholding METRO AG als „Sonstige“ ausgewiesen.
- B.19.B.9 Gewinnprognosen oder -schätzungen: Nicht anwendbar. Es liegen keine Gewinnprognosen oder -schätzungen vor.
- B.19.B.10 Beschränkungen im Bestätigungsvermerk: Nicht anwendbar. Der Bestätigungsvermerk enthält keine Beschränkungen.
- B.19.B.12 Ausgewählte wesentliche historische Finanzinformationen:

METRO GROUP in Zahlen¹	01/10/15 - 30/09/16	01/10/14 - 30/09/15
	€ Mio.	€ Mio.
Umsatz (netto)	58,417	59,219
EBITDA	2,530	2,177
EBITDA vor Sonderfaktoren ²	2,509	2,458
EBIT	1,513	711
EBIT vor Sonderfaktoren ²	1,560	1,511
Ergebnis vor Steuern	1,167	259
Ergebnis vor Steuern und vor Sonderfaktoren	1,242	1,067
Periodenergebnis ³	657	714
Periodenergebnis vor Sonderfaktoren ^{2,3,4}	639	625
Investitionen	1,413	1,411
Bilanzsumme	24,952	27,656
Eigenkapital	5,332	5,172

¹ Rundungsdifferenzen möglich.

² Die Sonderfaktoren werden für 2014/15 und 2015/16 auf den Seiten 110 und 111 des Konzernabschlusses dargestellt.

³ Einschließlich nicht fortgeführter Aktivitäten.

⁴ Nach Anteilen nicht beherrschender Gesellschafter

	Keine wesentliche Verschlechterung der Aussichten der Garantin:	Der Vorstand der METRO AG hat am 5. September 2016 mit Zustimmung des Aufsichtsrats einen Beschluss gefasst, der auch in der Hauptversammlung am 6. Februar 2017 zur Neuorganisation der METRO GROUP genehmigt wurde und letztlich die Geschäftstätigkeit der METRO GROUP in zwei unabhängige Unternehmen aufteilt. Abgesehen von diesen Entwicklungen haben sich keine wesentlichen Verschlechterungen der Aussichten der METRO AG bzw. der METRO GROUP seit dem Datum des letzten veröffentlichten Finanzberichts zum 30. September 2016 ergeben.
	Beschreibung wesentlicher Veränderungen bei der Finanzlage oder Handelsposition der Garantin:	Abgesehen von diesen Entwicklungen haben sich keine wesentlichen Veränderungen bei der Finanz- bzw. Handelsposition der METRO AG bzw. der METRO GROUP für den Zeitraum seit dem 30. September 2016 ergeben.
B.19.B.13	Beschreibung aller Ereignisse aus jüngster Zeit der Geschäftstätigkeit der Garantin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind:	Abgesehen von diesen Entwicklungen liegen keine Ereignisse aus jüngster Zeit der Geschäftstätigkeit der METRO AG bzw. der METRO GROUP vor, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.
B.19.B.14	Ist die Garantin von anderen Unternehmen der Gruppe abhängig, ist dies klar anzugeben:	Siehe Element B.5. Nicht anwendbar. METRO AG ist nicht von anderen Gesellschaften innerhalb der METRO GROUP abhängig.
B.19.B.15	Haupttätigkeiten der Garantin:	An der Spitze der METRO GROUP steht die METRO AG. Als zentrale Managementholding nimmt sie Aufgaben der Konzernführung wahr. Dies sind insbesondere die Bereiche Finanzen, Controlling, Recht und Compliance. Zentrale Führungs- und Verwaltungsfunktionen für METRO Cash & Carry sind fest in der METRO AG angesiedelt.
B.19.B.16	Beherrschungsverhältnisse der Garantin:	Die Hauptanteilseigner der METRO AG sind die Großaktionäre Haniel, Schmidt-Ruthenbeck und Beisheim. Am 30. September 2016 hielten sie nach den der METRO AG vorliegenden Informationen aufgrund der Stimmrechtsmitteilungen nach dem Wertpapierhandelsgesetz (WpHG) insgesamt 49,868 Prozent der Stimmrechte. Daraus ergibt sich bei den Stimmrechtsanteilen der drei Großaktionäre folgendes Bild: Größter Anteilseigner ist der Gesellschafterstamm Haniel mit einem Stimmrechtsanteil von 24,996 Prozent. Zweitgrößter Anteilseigner ist der Gesellschafterstamm Schmidt-Ruthenbeck mit 15,772 Prozent und drittgrößter Anteilseigner der Gesellschafterstamm Beisheim, dem 9,100 Prozent der Stimmrechte zuzuordnen sind. Zudem hat der Gesellschafterstamm Haniel mitgeteilt, dass dieser eine Umtauschanleihe mit einer Laufzeit bis Mai 2020 begeben hat. Ihr liegen rund 12 Millionen METRO-Aktien und damit rund 4 Prozent des Grundkapitals zugrunde. Bei voller Ausübung würde die Haniel-Beteiligung an der METRO AG in Zukunft entsprechend sinken. Der Streubesitz der METRO AG in Höhe von 50,132 Prozent verteilt sich auf eine Vielzahl nationaler und internationaler Investoren.

- B.19.B.17 Ratings: METRO GROUP wurde von Standard & Poor's Credit Market Services Europe Limited („Standard & Poor's")^{4,5} das langfristige Kreditrating BBB-⁶ (Ausblick stabil).
[Den Schuldverschreibungen wurde das folgende Rating erteilt: [●].]
[Nicht anwendbar. Die Schuldverschreibungen haben kein Rating.]

C. Schuldverschreibungen:

- C.1 Gattung und Art der Schuldverschreibungen / ISIN: **Art der Schuldverschreibungen**
Die Schuldverschreibungen sind Schuldverschreibungen gemäß §§ 793 ff. Bürgerliches Gesetzbuch (BGB).
ISIN: [●]
- C.2 Währung: [●]
- C.5 Beschränkungen für die freie Übertragbarkeit der Schuldverschreibungen: Nicht anwendbar. Die Schuldverschreibungen sind frei übertragbar.
- C.8 Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich des Rangs und einer Beschränkung dieser Rechte): **Rechte, die mit den Schuldverschreibungen verbunden sind**
Recht auf Zinszahlungen
[Die Schuldverschreibungen verbriefen einen festen Zinsertrag über die gesamte Laufzeit der Schuldverschreibungen.]

[Die Schuldverschreibungen werden mit einem Zinssatz verzinst [(angepasst um die anwendbare Marge)], der auf der Basis eines Referenzzinssatzes bestimmt wird, der auf der vereinbarten Bildschirmseite eines Kursdienstes angezeigt wird.]

[Vorzeitige Rückzahlung im Falle eines Kündigungsereignisses]

Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit nach Wahl der Gläubiger bei Eintritt eines Kündigungsgrundes rückzahlbar.]

⁴ Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. März 2011 (die „Ratingagentur-Verordnung"), registriert. Standard & Poor's vergibt langfristige Bonitätsratings anhand der folgenden Skala: AAA, AA, A, BBB, BB, B, CCC, CC und D. Die Ratings von AA bis CCC können durch ein "+" oder "-" modifiziert werden, um die relative Position innerhalb der Hauptratingklasse anzugeben. Standard & Poor's kann darüber hinaus eine Einschätzung (genannt "Credit Watch") abgeben, ob ein Rating in naher Zukunft voraussichtlich ein Upgrade (positiv) erhält, ein Downgrade (negativ) erhält oder ob die Tendenz ungewiss ist (neutral). Standard & Poor's weist spezifischen Emissionen kurzfristige Ratings auf einer Skala von A-1, A-2, A-3, B, C bis hinab zu D zu. Innerhalb der Klasse A-1 kann das Rating mit einem "+" versehen werden.

⁵ Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.

⁶ Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.

[Vorzeitige Rückzahlung nach Wahl der Gläubiger zu de(m)(n) festgelegten Rückzahlungs(betrag)(beträgen)

Die Schuldverschreibungen sind nach Wahl der Gläubiger unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber der Anleiheschuldnerin rückzahlbar, und zwar zu de(m)(n) festgelegten Zeitpunkt(en) vor der angegebenen Fälligkeit und zu de(m)(n) festgelegten Rückzahlungs(betrag)(beträgen) nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen.]

[Negativverpflichtung

Die Anleiheschuldnerin [und die Garantin] [wird] [werden] gegenwärtige oder zukünftige Vermögenswerte weder mit Sicherheitsrechten belasten oder solche Rechte zu diesem Zwecke bestehen lassen bzw. dafür Sorge tragen, dass ihre Tochtergesellschaften gegenwärtige oder zukünftige Vermögenswerte weder mit Sicherheitsrechten belasten oder solche Rechte zu diesem Zwecke bestehen lassen, es sei denn, es handelt sich gemäß den Emissionsbedingungen der Schuldverschreibungen um erlaubte Sicherheitsrechte, ohne gleichzeitig oder vorher die Schuldverschreibungen auf gleiche Weise anteilig zu besichern.]

Rang der Schuldverschreibungen

Status der Schuldverschreibungen

Die Schuldverschreibungen stellen unbesicherte und nicht nachrangige Verbindlichkeiten der Anleiheschuldnerin dar, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen Verbindlichkeiten der Anleiheschuldnerin gleichrangig sind, mit Ausnahme von Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

[Garantie

Die Garantie zu Gunsten der Schuldverschreibung begründet direkte, unbedingte, unbesicherte Verbindlichkeiten der Garantin, welche zu jedem Zeitpunkt untereinander mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verbindlichkeiten der Garantin mindestens gleichrangig sind, mit Ausnahme von Verbindlichkeiten, denen durch zwingende gesetzliche Regelung ein Vorrang eingeräumt wird.]

Beschränkungen dieser Rechte

[Vorzeitige Rückzahlung aus steuerlichen Gründen

Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit nach Wahl der Anleiheschuldnerin aus steuerlichen Gründen rückzahlbar. Eine vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist möglich, wenn aufgrund einer Änderung der Gesetze oder Verordnungen (einschließlich einer Änderung in der Auslegung oder Anwendung dieser Gesetze oder Verordnungen) der Bundesrepublik Deutschland [und/oder der Niederlande]

oder einer politischen Untereinheit oder Steuerbehörde die Besteuerung oder die Pflicht zur Zahlung irgendeiner Art von Abgaben betroffen ist und die Anleiheschuldnerin [und oder die Garantin] verpflichtet ist, zusätzliche Beträge unter den Schuldverschreibungen zu zahlen.]

[Vorzeitige Rückzahlung nach Wahl der Anleiheschuldnerin zu de(m)(n) festgelegten Rückzahlungs(betrag)(beträgen)

Die Schuldverschreibungen sind nach Wahl der Anleihschuldnerin unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber den Gläubigern rückzahlbar, und zwar zu de(m)(n) festgelegten Zeitpunkt(en) vor der angegebenen Fälligkeit und zu [de(m)(n) festgelegten Rückzahlungs(betrag)(beträgen)] [zum Nennbetrag der jeweiligen Schuldverschreibung oder, falls höher, zum abgezinsten Marktwert der jeweiligen Schuldverschreibung] [nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen].]

[Vorzeitige Rückzahlung bei Eintritt eines Transaktionsereignisses:

Die Schuldverschreibungen sind bei Eintritt eines Transaktionsereignisses, wie entsprechend spezifiziert, unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber den Gläubigern rückzahlbar, und zwar zu de(m)(n) festgelegten Zeitpunkt(en) vor der angegebenen Fälligkeit und zu [de(m)(n) festgelegten Rückzahlungs(betrag)(beträgen)] [zum Nennbetrag der jeweiligen Schuldverschreibung] [nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen].]

[Schuldverschreibungsgesetz (SchVG)

Die Emissionsbedingungen der Schuldverschreibungen können durch Mehrheitsbeschluss der Anleihegläubiger geändert werden.]

C.9	Zinsen:	Siehe C.8
	Zinssatz:	[Festverzinsliche Schuldverschreibungen: [●] % <i>per annum</i>] [Variabel Verzinsliche Schuldverschreibungen [EURIBOR einsetzen] [[●]-LIBOR einsetzen] [[zuzüglich][abzüglich] der Marge in Höhe von [●] %] für jede Zinsperiode [, jedoch mit einem [Mindestzinssatz von [●] % <i>per annum</i>] [und] [einem Höchstzinssatz von [●] % <i>per annum</i> .]
	Verzinsungsbeginn:	[Der Begebungstag der Schuldverschreibungen.] [Verzinsungsbeginn einfügen]
	Zinszahlungstage:	[●]
	Basiswert, auf dem der Zinssatz basiert:	[Nicht anwendbar. Der Zinssatz basiert nicht auf einem Basiswert.] [Referenzzinssatz/-sätze einsetzen]

	Fälligkeitstag einschließlich Rückzahlungsverfahren:	[●] Zahlungen auf Kapital oder Zinsen in Bezug auf die Schuldverschreibungen erfolgen an das relevante Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des relevanten Clearingsystems.
	Rendite:	[[●] %.] [Nicht anwendbar. Die Rendite der Schuldverschreibungen kann zum Begebungstag nicht berechnet werden.]
	Name des Vertreters der Inhaber der Schuldverschreibungen:	[Nicht anwendbar. Es wurde kein Gemeinsamer Vertreter in den Emissionsbedingungen der Schuldverschreibungen bestellt.] [Die Anleihegläubiger können durch Mehrheitsbeschluss einen Gemeinsamen Vertreter bestellen, der Gläubigerrechte im Namen eines jeden Anleihegläubigers ausübt.]
C.10	Beschreibung des Einflusses des Basiswertes auf die Zinszahlungen unter den Schuldverschreibungen (bei derivativer Komponente):	Siehe C.9 Nicht anwendbar. Die Schuldverschreibungen haben keine derivative Komponente in der Zinszahlung.
[C.11] ⁷	Zulassung zum Handel:	Es kann ein Antrag auf Zulassung der Schuldverschreibungen zu der [Official List der Luxemburger Börse] [●] und auf Einbeziehung der Schuldverschreibungen in den Handel [am Regulierten Markt der Luxemburger Börse (<i>Bourse de Luxembourg</i>)] [●] gestellt werden. Das Programm sieht vor, dass Schuldverschreibungen an weiteren oder anderen Börsen zugelassen werden. Außerdem können Schuldverschreibungen emittiert werden, die an keiner Börse zugelassen werden.]
[C.21] ⁸	Märkte, an denen die Schuldverschreibungen gehandelt werden:	[Es ist ein Antrag auf Einbeziehung der Schuldverschreibungen in den Handel [am Regulierten Markt der Luxemburger Börse (<i>Bourse de Luxembourg</i>)] [und] [●] gestellt worden.] [Für die Schuldverschreibungen wird kein Antrag auf Zulassung zum auf Einbeziehung in den Börsenhandel gestellt.]

D. Risiken

D.2	Zentrale Angaben zu den zentralen Risiken, die METRO AG als [Anleihschuldnerin] [Garantin] eigen sind:	Die METRO GROUP ist ständig Risiken ausgesetzt, die das Erreichen ihrer kurz- und mittelfristigen Ziele oder die Umsetzung langfristiger Strategien erschweren können. Diese besonders relevanten Risiken sind: <u>Gesamtwirtschaftliche und politische Risiken</u> Als international agierendes Unternehmen ist die METRO
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⁷ Nicht anwendbar, sofern die Schuldverschreibungen mit einer Stückelung von mindestens EUR 100.000 oder dem entsprechenden Gegenwert in einer anderen Währung begeben werden.

⁸ Nicht anwendbar, sofern die Schuldverschreibungen mit einer Stückelung von weniger als EUR 100.000 oder dem entsprechenden Gegenwert in einer anderen Währung begeben werden.

GROUP abhängig von der politischen und wirtschaftlichen Situation der Länder, in denen sie tätig ist.

Umweltrisiken

Umweltschädliches Verhalten entlang der Wertschöpfungskette kann das Ansehen der METRO GROUP nachhaltig schädigen und ihre Geschäftsgrundlagen gefährden.

Risiken aus dem Handelsgeschäft

Gerade in den saturierten Märkten Westeuropas ist der Einzelhandel von einer hohen Veränderungsdynamik und einem intensiven Wettbewerb geprägt. Dadurch entstehen Faktoren, die den Geschäftsverlauf beeinflussen und natürliche Geschäftsrisiken darstellen können.

Immobilienrisiken

Die Werthaltigkeit des Standortportfolios der METRO GROUP ist verschiedenen Risiken ausgesetzt.

Lieferanten- und Produktrisiken

Fehlerhafte oder unsichere Produkte, eine Ausbeutung der Umwelt, menschenunwürdige Arbeitsbedingungen sowie die Nichteinhaltung der Compliance-Standards könnten dem Ansehen der METRO GROUP großen Schaden zufügen und den Unternehmenserfolg dauerhaft gefährden.

Supply-Chain-Risiken

Die steigende Vielfalt von Artikeln im Sortiment und der hohe Warenumsatz, gekoppelt mit dem Erschließen neuer Verkaufskanäle, sind mit organisatorischen, informationstechnischen und logistischen Risiken sowie Risiken eines nicht adäquaten Lagerbestands verbunden.

Finanzwirtschaftliche Risiken

Preisänderungsrisiken (Zinsrisiken, Währungsrisiken, Aktienkursrisiken), Liquiditätsrisiken, Bonitätsrisiken bei Kontrahenten für Finanzgeschäfte sowie Risiken aus Schwankungen der Zahlungsströme können erhebliche negative Auswirkungen auf das Finanzergebnis der METRO GROUP haben.

Strategische Risiken

METRO GROUP befindet sich in dem Prozess, bis Mitte 2017 in einen Großhandels- und Lebensmittelspezialisten sowie ein auf Unterhaltungselektronikprodukte und Dienstleistungen fokussiertes Unternehmen mit eigener Börsennotierung aufgeteilt zu werden. Diese Aufteilung soll den Kundenfokus weiter schärfen, das Wachstum beschleunigen, Strukturen vereinfachen sowie die Umsetzungsgeschwindigkeit erhöhen und somit die operative Leistung insgesamt verbessern. In diesem Zusammenhang können folgende wesentliche Risiken entstehen: zeitliche Verzögerungen bei der Umsetzung der organisatorischen Trennung und der Börsennotierung, unvorhergesehene Nichterreichung des angestrebten Investment-Grade-Ratings, Erhöhung der geplanten Kosten sowie steuerliche Umsetzungsrisiken.

Risiken aus Portfolioänderungen

Ziel der METRO GROUP ist es, ihr Portfolio stetig zu op-

timieren. Alle Änderungen und damit einhergehenden Entscheidungen zur Strategie sowie zu Investitionen beziehungsweise zu Desinvestitionen orientieren sich grundsätzlich am Beitrag zum Konzernergebnis im Sinne einer wertorientierten Steuerung.

Informationstechnische Risiken

Regulierungen, etwa zum Datenschutz bei der Verarbeitung von Kreditkartendaten oder der Verwendung von kundenspezifischen Informationen in „Big Data“-Lösungen, die damit einhergehende starke öffentliche Diskussion bei Fehlverhalten sowie eine hohe Komplexität der IT bergen weitere Risiken für die METRO GROUP.

Personalrisiken

Mitarbeiter zu gewinnen und zu binden, ist eine kontinuierliche Herausforderung, vor allem vor dem Hintergrund des demografischen Wandels und des intensiven Wettbewerbs um die besten Kräfte.

Rechtliche und steuerliche Risiken

Rechtliche Risiken resultieren vor allem aus arbeits- und zivilrechtlichen Verfahren sowie aus Änderungen von Handelsgesetzen.

Beherrschung der Media-Saturn-Holding GmbH

Auf der Grundlage der vorliegenden gerichtlichen Entscheidungen zu Fragen der Governance in Bezug auf die Media-Saturn-Holding GmbH sieht sich der Vorstand in seiner Auffassung bestätigt, dass die Konsolidierung der Media-Saturn-Unternehmensgruppe nach den einschlägigen IFRS-Regelungen (International Financial Reporting Standards) in der Vergangenheit und auch im Konzernabschluss zum 30. September 2016 zutreffend erfolgt ist.

Compliance-Risiken

Die gesetzlichen Anforderungen der verschiedenen Rechtsordnungen sowie die Erwartungen der Kunden und der Öffentlichkeit zur Sicherstellung von Compliance im Unternehmen sind insgesamt weiter gestiegen und komplexer geworden.

Risiken im Zusammenhang mit der Spaltung der METRO GROUP

METRO AG und Ceconomy AG können möglicherweise nicht die erwarteten Vorteile aus der Trennung ihrer Geschäfte von der METRO GROUP realisieren. Die Aufspaltung kann zum Verlust von Geschäftsmöglichkeiten und höheren Kosten für beide Gesellschaften führen.

Infolge dieser Aufspaltung sehen sich die Rechtsträger Risiken aus potentiellen Forderungen gemäß dem Umwandlungsgesetz ausgesetzt, insbesondere gemäß § 133 des Umwandlungsgesetzes, wonach die Rechtsträger für Verbindlichkeiten, die vor Wirksamwerden der Spaltung begründet worden sind, gesamtschuldnerisch haften.

Sowohl die METRO AG, als auch die Ceconomy AG haben eine komplexe Finanzgeschichte. Daher geben die kombinierten Abschlüsse (*Combined Financial Statements*) nicht notwendigerweise die Geschäftsergebnisse, die Finanzlage und den Cashflow der Gesellschaften als unabhängige bör-

sennotierte Unternehmen wieder.

Den Rechtsträgern sind beträchtliche Kosten im Zusammenhang mit der Vorbereitung und Umsetzung der Spaltung entstanden, die sie in Zukunft möglicherweise nicht wieder ausgleichen können.

- [D.2 Zentrale Angaben zu den zentralen Risiken, die der Metro Finance B.V. als Anleiheschuldnerin eigen sind:
- Die Hauptaktivitäten der Metro Finance B.V. sind die Bereitstellung von kurzfristigen Finanzdienstleistungen (bis 1 Jahr), insbesondere durch Gewährung von Krediten oder Annahme von Anlagen von Gesellschaften der METRO GROUP, sowie auch die Gewährung von mittel- bis langfristigen Darlehen an Gesellschaften der METRO GROUP und die Sicherung der damit verbundenen Zins- und Währungsrisiken. Neben der Annahme von Anlagen der Tochtergesellschaften der METRO GROUP wird auch über den Kapitalmarkt finanziert. Sämtliche Emissionen von Schuldverschreibungen sind bezüglich der Zahlung des Kapitalbetrags und der Zinszahlungen angeht, unbedingt und unwiderruflich durch METRO AG garantiert. Die Garantie zugunsten der Schuldverschreibungen unterliegt dem Recht der Bundesrepublik Deutschland. Für die Risikofaktoren bezüglich METRO AG als Garantin von durch die Metro Finance B.V. begebenen Schuldverschreibungen siehe bitte den vorherstehenden separaten Abschnitt.]
- D.3 Zentrale Angaben zu den zentralen Risiken, die den Schuldverschreibungen eigen sind:
- Kein aktiver Handelsmarkt:
- Obwohl ein Antrag auf Zulassung der Schuldverschreibungen unter dem Programm zum Handel an der Börse gestellt werden wird, ist es weder sicher, dass dieser Antrag akzeptiert wird, noch dass eine bestimmte Tranche von Schuldverschreibungen zugelassen wird bzw. sich ein aktiver Sekundärmarkt in Hinblick auf diese Tranche von Schuldverschreibungen entwickelt. Dementsprechend ist es unsicher, ob sich ein liquider Sekundärmarkt für eine bestimmte Tranche von Schuldverschreibungen entwickelt.
- Risiko der vorzeitigen Rückzahlung:
- [Nicht anwendbar. Eine vorzeitige Rückzahlung ist in den Emissionsbedingungen nicht vorgesehen.] [Im Falle einer vorzeitigen Rückzahlung der Schuldverschreibungen besteht das Risiko, dass der Anleihegläubiger nicht in der Lage ist, den Erlös der vorzeitigen Rückzahlung in ein vergleichbares Wertpapier mit einer Rendite zu reinvestieren, die der der Schuldverschreibungen entspricht, sofern auf die Schuldverschreibungen Zinsen gezahlt werden, und Anleihegläubiger dem Risiko ausgesetzt sind, dass sie aufgrund der vorzeitigen Rückzahlung eine geringere als die erwartete Rendite erzielen werden.]

Clearingsysteme:	Da Globalurkunden, welche die Schuldverschreibungen verbriefen, von oder namens Clearstream Banking, société anonyme, Luxembourg („CBL“), Euroclear Bank SA/NV („Euroclear“) bzw. Clearstream Banking AG, Frankfurt am Main („CBF“), gehalten werden können, gelten für Investoren die dort maßgeblichen Verfahren für Übertragungen, Zahlungen und die Kommunikation mit der Anleiheschuldnerin.
Mögliche Interessenkonflikte:	Mögliche Interessenkonflikte können zwischen der Berechnungsstelle und den Anleihegläubigern entstehen, u.a. bezüglich bestimmter, gemäß den Emissionsbedingungen im freien Ermessen der Berechnungsstelle liegender Festlegungen und Beurteilungen, die den bei Rückzahlung der Schuldverschreibungen zahlbaren Betrag beeinflussen können.
Wechselkursrisiko:	Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten, ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite und/oder den Rückzahlungsbetrag solcher Schuldverschreibungen beeinflussen können.
Besteuerung:	Potentielle Käufer und Verkäufer der Schuldverschreibungen sollten sich vergegenwärtigen, dass sie gegebenenfalls verpflichtet sind, Steuern oder andere Gebühren oder Abgaben nach Maßgabe der Gesetze und Verordnungen des Landes, in das die Schuldverschreibungen übertragen werden, oder sonstiger Rechtsordnungen zu zahlen.
FATCA:	Sollten, gemäß der gegenwärtig veröffentlichten Richtlinien und Hinweise, Schuldverschreibungen begeben werden (a) nach dem Tag, der 6 Monate nach dem Tag liegt, an dem endgültige US-Treasury-Verordnungen den Begriff „ausländische durchgeleitete Zahlungen“ definieren (der „Stichtag“) oder (b) vor dem Stichtag, sofern die Schuldverschreibungen im Sinne des US-Einkommenssteuerrechts nach dem Stichtag erheblich verändert werden, dann können (nach den Abschnitten 1471 bis 1474 des U.S. Internal Revenue Code von 1986, in der jeweils gültigen Fassung, (der "Code") oder gemäß vergleichbaren Regelungen, die eine zwischenstaatliche Abstimmung dazu umsetzen („FATCA“)), sofern die Anleiheschuldnerin ein Finanzinstitut (i.S.v. FATCA) wird, die Anleiheschuldnerin oder andere Finanzinstitute, über die Zahlungen auf die Schuldverschreibungen ausgeführt werden, verpflichtet sein, US-Steuern in einer Höhe von 30 % auf alle Zahlungen, oder Teilsummen davon, zu erheben, die nach dem 31. Dezember 2018 in Bezug auf die Schuldverschreibungen erfolgen, falls Zahlungen auf die Schuldverschreibungen an oder über ein ausländisches Finanzinstitut erfolgen, das nicht mit FATCA übereinstimmt. Außerdem kann ein Einbehalt nach FATCA ausgelöst werden, wenn die Anleiheschuldnerin nach dem Stichtag weitere Schuldverschreibungen in einer Weise ausstellt und emittiert, die nicht eine „qualifizierte Neuemission“ im Sinne des US-Einkommensteuerrechts begründet, und die konsolidiert werden und mit den ausstehenden Schuldverschreibungen gemäß §9 der Emissionsbedingungen eine einheitliche Serie bilden.

Die Anwendung von FATCA auf Zinsen, Kapital oder andere Beträge, die in Bezug auf die Schuldverschreibungen geleistet werden, ist nicht geklärt. Wenn FATCA verlangen würde, dass ein Betrag aufgrund von US-Quellensteuer von Zinsen, Kapital oder anderen Zahlungen auf die (oder bezüglich der) Schuldverschreibungen abzuziehen oder einzuhalten wäre, dann wäre, gemäß den Bedingungen der Schuldverschreibungen, weder die Anleiheschuldnerin noch die Garantin noch eine Zahlstelle oder eine andere Person verpflichtet, zusätzliche Zahlungen aufgrund des Abzugs oder des Einhalts einer solchen Steuer zu leisten. Folglich würde ein Investor, wenn FATCA in der Form umgesetzt wird, wie momentan vom U.S. Internal Revenue Service vorgeschlagen, weniger Zinsen oder Kapital erhalten, als angenommen.

Unabhängige Einschätzung und Beratung:

Jeder potentielle Erwerber von Schuldverschreibungen muss auf der Grundlage seiner eigenen unabhängigen Einschätzung und einer seiner Ansicht nach den Umständen entsprechenden professionellen Beratung entscheiden, ob der Kauf der Schuldverschreibungen in jeder Hinsicht seinen eigenen finanziellen Möglichkeiten, Zielen und Umständen (oder für den Fall, dass die Schuldverschreibungen treuhänderisch erworben werden, denjenigen des Begünstigten) entspricht, mit allen geltenden Anlageprinzipien, Richtlinien und Einschränkungen (je nachdem, ob die Schuldverschreibungen im eigenen Namen oder treuhänderisch erworben werden) übereinstimmt und sich als geeignete, angemessene und zulässige Investition darstellt (für sich selbst oder für den Fall, dass die Schuldverschreibungen treuhänderisch erworben werden, für den Begünstigten). Dies gilt unabhängig von den offensichtlichen und erheblichen Risiken, die mit einer Investition in bzw. einer Inhaberschaft an den Schuldverschreibungen verbunden sind.

[Marktwert von Schuldverschreibungen:

Der Marktwert von Schuldverschreibungen wird durch die Bonität der Anleiheschuldnerin und einer Vielzahl von zusätzlichen Faktoren beeinflusst, wie z.B. der Verzinsungsstruktur der Schuldverschreibungen (einschließlich Obergrenzen in Bezug auf Zinszahlungen), dem Marktzins, Renditen, Marktliquidität sowie durch die Restlaufzeit bis zum Fälligkeitstag.]

[Risiken im Zusammenhang mit der Reform des LIBOR, EURIBOR und anderer "Benchmark"-Zinssätze

Am 30. Juni 2016, wurde die EU-Verordnung über Indizes verabschiedet, die als Benchmarks für Finanzinstrumente und Finanzkontrakte oder zur Messung der Wertentwicklung von Investmentfonds verwendet werden (die "**Benchmark-Verordnung**") in Kraft getreten. Die Benchmark-Verordnung könnte sich wesentlich auf Schuldverschreibungen auswirken, die auf einen "Benchmark"-Satz oder -Index bezogen sind. Der Wegfall einer "Benchmark" oder Änderungen in der Art der Verwaltung einer "Benchmark" könnten eine Anpassung der Emissionsbedingungen, eine vorzeitige Rückzahlung, ein Bewertungswahlrecht durch die Berechnungsstelle, eine Dekotierung oder andere Konsequenzen in Bezug auf die auf solche "Benchmarks" bezogenen Schuldverschreibungen nach sich ziehen. All diese Konsequenzen könnten sich wesentlich auf den Wert solcher Schuldverschreibungen und die Erträge aus solchen

Schuldverschreibungen auswirken.

[Änderungen der Endgültigen Emissionsbedingungen:

Ein Gläubiger, der mit der Anleiheschuldnerin bezüglich einer Angelegenheit nicht einverstanden ist, kann gegenüber der Anleiheschuldnerin gegen seinen Willen einige Rechte verlieren, wenn die anderen Gläubiger gemäß den Emissionsbedingungen mit der Anleiheschuldnerin vereinbaren, die Emissionsbedingungen durch Mehrheitsbeschluss nach dem Schuldverschreibungsgesetz zu ändern. Im Falle der Bestellung eines gemeinsamen Vertreters für alle Gläubiger kann ein bestimmter Gläubiger ganz oder teilweise die Möglichkeit verlieren, seine Rechte gegenüber der Anleiheschuldnerin unabhängig von anderen Gläubigern geltend zu machen.]

Geeignetheit:

Potentielle Investoren sollten einschätzen, ob ein Kauf der Schuldverschreibungen im Hinblick auf ihre persönlichen Umstände geeignet ist. Ferner sollten sie sich von ihren Rechts-, Anlage- und Steuerberatern beraten lassen, um die mit der Anlage verbundenen Konsequenzen festzustellen und um ihre persönliche Einschätzung im Hinblick auf die Anlage treffen zu können.

E. Angebot

- E.2b Gründe für das Angebot und Zweckbestimmung der Erlöse: Die Nettoerlöse der Emission werden von der Anleihschuldnerin zur Deckung von Teilen ihres generellen Finanzbedarfs verwendet.
- E.3 Beschreibung der Angebotskonditionen: **[Emissionsvolumen einfügen]**
[Verkaufskurs einfügen]
[Mindestzeichnung einfügen]
[Art des Verkaufes einfügen]
[Verkaufsbeginn und Verkaufsende einfügen]
[Emissionsübernahme und/oder Platzierung durch andere Institute einfügen]
[weitere besondere Angaben der Angebotskonditionen einfügen]
- E.4 Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Beteiligungen: **[●]**
- E.7 Schätzung der Ausgaben, die dem Gläubiger von der Anleihschuldnerin oder den Platzeuren in Rechnung gestellt werden: **[●]**

Risk Factors

Prospective investors should read the entire Prospectus. Investing in the Notes involves certain risks. Prospective investors should consider, among other things, the following:

I. Risks relating to the Notes

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular tranche of Notes, such tranche of Notes is to be consolidated with and form a single series with a tranche of Notes which has already been issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor. Although applications will be made for the Notes issued under the Programme to be admitted to the Official List of the Luxembourg Stock Exchange and to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*), there is no assurance that such applications will be accepted, that any particular tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular tranche of Notes.

The Notes may be redeemed prior to maturity

Unless in the case of any particular tranche of Notes the relevant Final Terms specify otherwise, in the event that the Issuer or the Guarantor would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of The Netherlands or the Federal Republic of Germany or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions.

In addition, if in the case of any particular tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low.

Furthermore, the relevant Final Terms may include a right of the Issuer to redeem the Notes upon the occurrence of a transaction trigger event at a specified early redemption date.

In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

Because the Global Notes are held by or on behalf of Clearstream, Frankfurt or Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer and/or the Guarantor.

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with Clearstream, Frankfurt, or, if not intended to be issued in new global note form, with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes intended to be issued in NGN form may be deposited on the issue date with a common safekeeper for Euroclear and Clearstream, Luxembourg. Investors will not be entitled to receive definitive Notes. Clearstream, Frankfurt, Euroclear and Clearstream, Luxembourg, will maintain records of the co-ownership participations in the Global Notes. While the Notes

are represented by one or more Global Notes, investors will be able to trade their co-ownership participations only through Clearstream, Frankfurt, Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the Issuer and the Guarantor will discharge their payment obligations under the Notes by making payments to Clearstream, Frankfurt, or to the common depositary or the common safekeeper (in the case of Notes issued in new global note form) for Euroclear and Clearstream, Luxembourg, for distribution to their account holders. A holder of a co-ownership participation in a Global Note must rely on the procedures of Clearstream, Frankfurt, Euroclear and Clearstream, Luxembourg, to receive payments under the relevant Notes. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, the co-ownership participations in the Global Notes.

Holders of co-ownership participations in the Global Notes will not have any right to vote in respect of the relevant Notes.

Potential Conflicts of Interest

Potential conflicts of interest may arise between the Calculation Agent and the Noteholders, including with respect to certain discretionary determinations and judgements that the Calculation Agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes.

Exchange Rates

Prospective investors of the Notes should be aware that an investment in the Notes may involve exchange rate risks. The reference assets or the Notes may be denominated in a currency other than the currency of the purchaser's home jurisdiction; and/or the reference assets or the Notes may be denominated in a currency other than the currency in which a purchaser wishes to receive funds. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Notes or the reference assets.

Legality of Purchase

Neither the Issuers, the Guarantor, the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Taxation

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Notes. Potential investors are advised not to rely upon the tax information contained in this document but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor for tax purposes.

A relevant Issuer, if it is or becomes a financial institution, as defined under FATCA, may, under certain circumstances, be required pursuant to Sections 1471 through 1474 of the Code and the regulations promulgated thereunder (or pursuant to the intergovernmental agreement between the United States and the Federal Republic of Germany to implement FATCA (the "IGA") and the legislation adopted by the Federal Republic of Germany to implement the IGA) ("FATCA") to withhold U.S. tax at a rate of 30% on all or a portion of payments of principal and interest which are treated as "foreign pass-thru payments" made on or after January 1, 2019 to an investor or any other non-U.S. financial institution through which payment on the Notes is made that is not in compliance with FATCA. If applicable to payments on any Notes, FATCA will be addressed in the relevant Final Terms. The application of FATCA to interest, principal or other amounts paid on or with respect to the Notes is currently not clear. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder's failure to comply with FATCA, none of the Issuers, the Guarantor, any paying agent or any other person would pursuant to the Terms and Conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding of such tax.

Notes issued on or before the date that is six months after the date on which U.S. Treasury regulations define the term "foreign passthrough payments" (the "**Grandfathering Date**") generally will not be subject to withholding under FATCA unless the Notes are significantly modified after such date. However, if, on or after the Grandfathering Date, a New Issuer is substituted as the Issuer of the Notes created and issued on or before the Grandfathering Date, and if such substitution results in a deemed exchange of the Notes for U.S. federal income tax purposes, then such Notes would become subject to withholding under FATCA. In addition, if the relevant Issuer issues further Notes on or after the Grandfathering Date that were originally issued on or before the Grandfathering Date, payments on such further Notes may be subject to withholding under FATCA and, should the original Notes and the further Notes be indistinguishable, such payments on the original Notes may also become subject to withholding under FATCA.

Independent Review and Advice

Each prospective investor of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A prospective investor may not rely on the Issuers, the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

Market Value of the Notes

The market value of the Notes will be affected by the creditworthiness of the Issuer and the Guarantor and a number of additional factors, including, but not limited to, the interest structure of the Notes (including caps relating to interest payments), reference rates, market interest and yield rates and the time remaining to the maturity date.

The value of the Notes or reference rates depends on a number of interrelated factors, including economic, financial and political events in the Federal Republic of Germany or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may

be at a discount, which could be substantial, to the issue price or the purchase price paid by such purchaser. The historical market prices of the reference rates should not be taken as an indication of the reference rates' performance during the term of any Note.

Risks associated with the reform of LIBOR, EURIBOR and other interest rate 'benchmarks'

The EURIBOR, the LIBOR and other interest rate indices which are deemed to be 'benchmarks' are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such 'benchmarks' to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a 'benchmark'.

On 17 May 2016, the Council of the European Union adopted the EU regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"). The Benchmark Regulation entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmark Regulation will apply from 1 January 2018, except that the regime for 'critical' benchmarks applies from 30 June 2016. The Benchmark Regulation will apply to 'contributors', 'administrators' and 'users' of 'benchmarks' in the EU, and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to have satisfied certain 'equivalence' conditions in its local jurisdiction, to be 'recognised' by the authorities of a Member State pending an equivalence decision or to be 'endorsed' for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of 'benchmarks' and (ii) ban the use of 'benchmarks' of unauthorised administrators. The scope of the Benchmark Regulation is wide and, in addition to so-called 'critical benchmark' indices such as EURIBOR and LIBOR, will apply to many other interest rate indices.

The Benchmark Regulation could have a material impact on Notes linked to a 'benchmark' rate or index, including in any of the following circumstances:

- a rate or index which is a 'benchmark' could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the 'equivalence' conditions, is not 'recognised' pending such a decision and is not 'endorsed' for such purpose. In such event, depending on the particular 'benchmark' and the applicable terms of the Notes, the Notes could be delisted, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the 'benchmark' could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including Calculation Agent determination of the rate or level in its discretion.

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of 'benchmarks' could increase the costs and risks of administering or otherwise participating in the setting of a 'benchmark' and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain 'benchmarks', trigger changes in the rules or methodologies used in certain 'benchmarks' or lead to the disappearance of certain 'benchmarks'. The disappearance of a 'benchmark' or changes in the manner of administration of a 'benchmark' could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Notes linked to such

'benchmark'. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

Amendments to the Terms and Conditions

A Noteholder supporting a dissenting view on a matter is subject to the risk of losing rights vis-à-vis the Issuer against his will in the event that the German Bond Act (*Schuldverschreibungsgesetz*) is applicable and the Noteholders agree pursuant to the Terms and Conditions with the Issuer to make certain amendments thereto by majority vote according to the German Bond Act. In the case of an appointment of a common representative for all Noteholders a particular Noteholder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Noteholders.

Suitability

Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluations of the investment.

Investment in the Notes is only suitable for investors who:

- (i) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes;
- (ii) are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time;
- (iii) are acquiring the Notes for their own account for investment, not with a view to resale, distribution or other disposition of the Notes (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- (iv) who will recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all.

II. Presentation of the risk situation

The risk factors in the following section apply to Metro Finance B.V. as well as METRO AG acting in its capacity as Issuer or as Guarantor, as the case may be.

Macroeconomic and political risks

As an international company, METRO GROUP is dependent on the political and economic situation in the countries in which it operates. The global economy continued to weaken in financial year 2015/16 compared with the previous year. Overall, it has not yet returned to a path of sustainable economic growth following the financial and sovereign debt crisis. As in the previous year, economic developments were mixed. While Western and Central Europe recorded overall robust growth rates, economic developments were more subdued in Eastern European and Asian emerging markets. Russia's economic weakness and the ongoing conflict between Russia and Ukraine continued to weigh on the Eastern European economy. As in the previous year, both countries recorded negative economic growth. However, overall economic output did not decline further towards the end of the financial year. In light of these developments and its operational business, METRO GROUP sees an unchanged probability of occurrence (possible) for the risk regarding the geopolitical situation in Russia and Ukraine, but have reduced the loss potential from \geq €100 million to \geq €50 million. METRO GROUP expects the phase of overall

below-average global economic growth to continue in financial year 2016/17. The risk of a sharper-than-expected downturn of the Chinese economy has declined somewhat over the short term but remains intact over the medium term. In Europe, the United Kingdom's decision to leave the EU (Brexit) has dominated the political debate since mid-2016. However, the impact on economies other than the United Kingdom is expected to be very limited. The risk and opportunities profile for the short-to-medium-term development of the retail sector and thus for METRO GROUP has not improved compared with the previous year. However, METRO GROUP's international presence provides it with the opportunity to offset economic, legal and political risks as well as fluctuations in demand between individual countries. The situation in individual countries can change rapidly. Unrest, changes in political leadership, terrorist attacks or natural disasters can endanger METRO GROUP's business in the affected country. In this context, Turkey stands out during the reporting period as a series of terror attacks and the attempted coup caused the domestic political situation to deteriorate. Risks emerging from this conflict for METRO GROUP pertain to the loss or destruction of property/real estate, exchange rate fluctuations, restrictions on the movement of goods and capital and regulatory changes. METRO GROUP insures itself as far as possible and to the appropriate extent against the loss of tangible assets and business interruptions that, for example, are the result of political unrest. Professional crisis management allows for a fast response and handling of crises. This includes, among others, evacuation guidelines, training and standard operating procedures for local employees. As a result, METRO GROUP can keep its employees and customers from harm and compensate the sales and earnings losses incurred through business interruptions and destroyed property thanks to existing insurance policies.

Environmental risks

METRO GROUP is aware of its responsibility for the environment and has firmly embedded the principle of sustainable business in its corporate strategy. Environmentally harmful practices along the supply chain can seriously damage METRO GROUP's image over the long term and endanger METRO GROUP's business.

Risks related to the retail/wholesale business

The saturated markets of Western Europe, in particular, are characterised by rapid change and intense competition. The resulting conditions can influence business development and represent natural business risks. A fundamental business risk is consumers' fluctuating propensity to consume. Changes in consumer behaviour and customer expectations pose risks, among others, in the face of demographic change, rising competition and increasing digitalisation. Failing to adequately consider customer trends and price developments or missing trends in METRO GROUP's assortments and with respect to appropriate sales formats and new sales channels can have a negative impact on group sales and jeopardise METRO GROUP's growth objectives.

Real estate risks

Various factors pose a risk to the intrinsic value of METRO GROUP's store network. These include above all

- general market fluctuations,
- the unprofitable use of selling space; this includes the risk emerging from unused selling space for which no further useful purpose can be found,
- loss of rental income through insolvencies of third-party tenants,
- intense competition over suitable locations,
- incorrect decisions in the selection of business locations,
- a deterioration in the profitability of a location, for example due to social-demographic changes in the catchment area,
- the structural condition of the property, and
- natural disasters such as earthquakes, flooding and storms.

Supplier and product risks

As a retail company, METRO GROUP depends on external producers and providers for the supply of goods and services. METRO GROUP chooses its suppliers very carefully, especially in the own-brand area. METRO GROUP places a particularly high priority on the reliability of its own-brand suppliers in terms of product quality and compliance with safety and social standards as well as suppliers' own efforts with regard to compliance. Defective or unsafe products, an exploitation of the environment or inhumane working conditions as well as failure to adhere to METRO GROUP's compliance standards could cause major damage to the image of METRO GROUP and pose a lasting threat to the company's success.

Supply chain risks

The task of the supply chain function is to ensure maximum product availability at optimised cost structures while considering aspects related to sustainability, such as energy and fuel consumption. However, the growing variety of items in the product range and high merchandise turnover, coupled with the tapping of new sales channels, result in organisational, IT and logistics risks as well as the risk of inadequate inventory. The growing internationalisation of METRO GROUP suppliers and the focus on regional and local product assortments increase these risks. The lack of active inventory management conducted on the basis of adequate planning parameters can result in significantly higher warehousing costs, above-average price discounts and write-downs on inventories. Disruptions in the value chain, including in the transport of goods from the supplier to METRO GROUP stores or customers (during delivery), can intensify this effect.

Inadequate communication regarding future product volume as a result of such things as non-existent or incorrect projections can result in insufficient product availability and inefficiencies in logistics.

Incomplete or poorly managed product and customer master data can lead to serious delays and disruptions in the inclusion and removal of products as well as the product supply to our customers.

Additional challenges arise from the expansion of METRO GROUP's online activities, its multichannel business, delivery options as well as other innovative sales formats and the increased complexity that results from these activities.

Financial risks

The risk of price changes (interest rate risks, currency risks, share price risks), liquidity risks, credit risks in dealings with counterparties in the context of financial transactions and risks arising from cash flow fluctuations may have a significant negative impact on METRO GROUP's financial result.

Another identified risk concerns unexpected deviations from METRO GROUP's budget or outlook. This could mean METRO GROUP would not hit its target figures and would have to revalue its assets, including its goodwill. In turn, this would have a negative impact on METRO GROUP's asset and earnings position.

Strategic risks

METRO GROUP is in the process of being separated into two independent, exchange-listed companies by mid-2017 – a wholesale and food specialist and a company focusing on consumer electronics products and services. Such separation shall further sharpen customer focus, accelerate growth, simplify structures, increase the speed of implementation and therefore improve the operating performance in general. The following material risks can arise in this context: delays in the implementation of the organisational separation and the public listing, unforeseen failure to achieve the targeted investment grade rating, an increase in planned implementation costs as well as tax risks related to the implementation of the demerger.

Risks related to portfolio changes

METRO GROUP aims to continuously optimise its portfolio. All portfolio changes and the related strategic and investment or divestment decisions are guided by their contribution to the company's success in terms of value-based management.

Information technology risks

The demands of METRO GROUP's information technology (IT) have markedly increased as a result of new formats and sales channels and their increasing importance to the group's business, such as online retail and deliveries. Regulations such as those regarding data protection in credit card processing, the use of customer-specific information in big data solutions that are associated with an increased public debate about misuse as well as the growing complexity of IT generate additional risks for METRO GROUP.

Human resources risks

The expertise, dedication and motivation of METRO GROUP's employees are key success factors that have a decisive impact on METRO GROUP's competitive opportunities. One prerequisite for achieving strategic goals are highly qualified experts and managers. It is an ongoing challenge to recruit and retain such valuable employees for the group, in particular in the face of demographic change and intense competition for the best people.

Legal and tax risks

Legal risks arise primarily from labour and civil law cases as well as from changes in trade laws. In addition, risks for METRO GROUP may arise from preliminary proceedings, for example, possible infringements of antitrust or competition law. Antitrust law risks may arise in the context of business dealings with METRO GROUP suppliers in such areas as the resale price of retail goods. Appropriate risk provisions were created for pending antitrust law proceedings where liability is sufficiently substantiated.

Tax risks mainly emanate from external audits which take a differing view of certain circumstances and transactions. In addition, risks may result from interpretations of sales tax regulations.

Control of Media-Saturn-Holding GmbH (MSH)

Based on existing court decisions relating to governance issues, the Management Board feels validated in its opinion that the consolidation of the Media-Saturn-Holding GmbH was correctly effected according to the relevant IFRS (International Financial Reporting Standards) regulations, both in the past and in the consolidated financial statements as of 30 September 2016.

A deconsolidation of MSH based on current values could lead to one-time non-cash deconsolidation income. Given MSH's at-equity consolidation, this could impact key financial figures.

Compliance risks

The activities of METRO GROUP are subject to various legal stipulations and self-imposed standards of conduct. Legal requirements in the various jurisdictions as well as the expectations of METRO GROUP's customers and the public regarding corporate compliance have generally continued to increase and become more complex.

Risks related to the Demerger of METRO Group

Realization of anticipated benefits

METRO AG and Ceconomy AG may not achieve anticipated benefits from the demerger for a variety of reasons. For example, METRO AG and Ceconomy AG may incur higher costs due to a decline in their respective purchasing scale or bargaining power if they are unable to obtain other similar goods, works, services and licenses at prices or on terms as favorable as those obtained prior to the demerger with the long-standing reputation, size and purchasing power of the original combined businesses within METRO Group. In addition, the later stages of the separation will require significant amounts of management's time and effort, which may divert management attention away from the businesses. Furthermore, certain costs and liabilities which were otherwise less significant to the formerly combined businesses within METRO Group may be more significant to METRO AG and Ceconomy AG as stand-alone publicly listed companies. METRO AG and Ceconomy AG may also be more susceptible to market fluctuations and other adverse events and the respective business of each company will be significantly less diversified than the combined businesses prior to the separation.

It can also not be ruled out that due to the separation from METRO Group, METRO AG and Ceconomy AG may lose business opportunities which they previously may have enjoyed. METRO AG and Ceconomy AG have historically been able to take advantage of the size and purchasing power of the METRO Group, which as a result of the Demerger forms a smaller and less diversified group. In addition, METRO AG and Ceconomy AG are party to contracts, *inter alia*, regarding purchasing co-operations that contain "change of control" clauses, termination and/or other rights in favor of the contracting third party. In case one or more contracts are to be terminated by virtue of "change of control" clauses and/or other termination rights, and METRO AG and Ceconomy AG fail to conclude any follow-up or substitution agreements, this or the execution of other rights due to change of control may result in a material adverse effect on their businesses, results of operations, financial positions, cash flows and prospects.

Potential claims under German Transformation Act

Pursuant to Section 133 (1) and (3) of the German Transformation Act (*Umwandlungsgesetz*), METRO AG and Ceconomy AG are jointly and severally liable for all liabilities which come into existence before the demerger is completed if (i) such liabilities become due before the expiry of five years after the demerger and (ii) a claim against METRO AG or Ceconomy AG is submitted to a court or established in another manner specified in Section 133 of the German Transformation Act (*Umwandlungsgesetz*). As a result, in case either METRO AG or Ceconomy AG fails to satisfy its creditors, the other will be obligated to compensate any unsatisfied obligations.

Furthermore, under the German Transformation Act (*Umwandlungsgesetz*), the creditors of METRO AG and/or Ceconomy AG may, within six month after the date on which the demerger was registered in the respective commercial register, require METRO AG and/or Ceconomy AG to provide collateral if they are unable to have their claims satisfied and they can demonstrate that the demerger may jeopardize the satisfaction of their claims.

Should METRO AG and/or Ceconomy AG be required to provide collateral as set out above, or should METRO AG and/or Ceconomy AG be held liable for liabilities, this could materially adversely affect their businesses, results of operations, financial positions, cash flows and prospects.

Complex financial history

METRO AG and Ceconomy AG have a “complex financial history” within the meaning of the EU Prospectus Regulation (Regulation (EU) 809/2004), since the legal re-organisation and therefore the transfer of the business activities to the new companies were not completed by September 30, 2016. Therefore, the METRO AG has prepared combined financial statements according to International Financial Reporting Standards (IFRS), as adopted in the EU, for the new METRO AG which comprise the financial statements of the companies and activities of METRO Cash & Carry (in the future: METRO Wholesale) and Real as well as the central functions and real estate associated with this business for the financial years 2015/2016, 2014/2015 and 2013/2014 which have been audited in accordance with International Standards on Auditing (ISA) by KPMG AG Wirtschaftsprüfungsgesellschaft (the “Audited Combined Financial Statements”) as well as the three-month period 2016/2017 (the “Unaudited Interim Condensed Combined Financial Statements”) and together with the Audited Combined Financial Statements, the “Combined Financial Statements”).

Costs of preparation and implementation of Demerger

METRO AG and Ceconomy AG may fail to recoup the costs and tax charges in connection with the preparation and implementation of the Demerger which could have a material adverse effect on the businesses, results of operations, financial position, cash flows and prospects of METRO AG and Ceconomy AG.

Consent to use the Prospectus

With respect to Article 3 (2) of the Prospectus Directive, the Issuer may consent, to the extent and under the conditions, if any, indicated in the relevant Final Terms, to the use of the Prospectus for a certain period of time or as long as the Prospectus is valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements the Prospectus Directive and accepts responsibility for the content of the Prospectus also with respect to subsequent resale or final placement of Notes by any financial intermediary which was given consent to use the prospectus, if any.

Such consent may be given to one or more (individual consent) specified Dealer(s) and/or financial intermediary/intermediaries, as stated in the Final Terms. In such case the Prospectus may be used in the Grand Duchy of Luxembourg and Germany, where the Prospectus has been passported to.

Such consent by the Issuer is subject to each Dealer and/or financial intermediary complying with the terms and conditions described in this Prospectus and the relevant Final Terms as well as any applicable selling restrictions. The distribution of this Prospectus, any supplement to this Prospectus, if any, and the relevant Final Terms as well as the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law.

Each Dealer and/or each financial intermediary, if any, and/or each person into whose possession this Prospectus, any supplement to this Prospectus, if any, and the relevant Final Terms come are required to inform themselves about and observe any such restrictions. The Issuer reserves the right to withdraw its consent to the use of this Prospectus in relation to certain Dealers and/or each financial intermediary.

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

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

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

Any new information with respect to financial intermediaries unknown at the time of the approval of the Prospectus or any supplements thereto or the filing of the Final Terms will be published on the website of the Issuer (<http://www.metrogroup.de/en/investor-relations/bonds>).

Documents incorporated by reference

The following documents mentioned in the table below shall be incorporated into this Prospectus:

Document / Heading	Page reference in the relevant financial report	Included on page of Prospectus
METRO AG Annual Report 2015/16 Consolidated Financial Statements of METRO AG Income Statement Balance Sheet Statement of changes in equity Cashflow Statement Notes to the Consolidated Financial Statements Auditor's Report	 166 – 167 168 – 169 170 – 171 172 173 – 305 306	 50 50 50 50 50 50
METRO AG Annual Report 2014/15 Consolidated Financial Statements of METRO AG Income Statement Balance Sheet Statement of changes in equity Cashflow Statement Notes to the Consolidated Financial Statements Auditor's Report	 168 – 169 170 – 171 172 – 173 174 175 – 309 310	 50 50 50 50 50 50
Metro Finance B.V. Financial Statements 2015/16 Balance Sheet Statement of income Statement of comprehensive income Statement of changes in equity Cash flow statement Notes Auditor's Report	 6 - 7 8 9 10 11 12 - 40 42 - 46	 50 50 50 50 50 50 50
Metro Finance B.V. Financial Statements 2014/15 Balance Sheet Statement of income Statement of comprehensive income Statement of changes in equity Cash flow statement Notes Auditor's Report	 5 – 6 7 8 9 10 11 – 36 38 – 41	 50 50 50 50 50 50 50

Any document incorporated by reference (as specified in the table above under "Documents Incorporated by Reference") and this Prospectus will be available for inspection at the specified

office of the relevant Issuer and at the specified office of the Fiscal Agent during normal business hours, as long as any of the Notes are outstanding, and on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Such documents may also be obtained free of charge at the registered office of METRO AG and are also available on the website of METRO AG (www.metrogroup.de).

For the avoidance of doubt, such parts of the documents relating to METRO AG (which, together with its affiliates, is referred to as the "**METRO GROUP**", "**METRO AG Group**" or the "**Group**") for the financial years 2014/15 and 2015/16 and such parts of the documents relating to Metro Finance B.V. for the financial years 2014/15 and 2015/16 which are not explicitly listed in the table above, are not incorporated by reference into this Prospectus. Information contained in such parts is either of no relevance for an investor or covered in other parts of this Prospectus.

Any websites included in the Prospectus are for information purposes only and do not form part of the Prospectus.

General Description of the Programme

The Programme is a Euro 6,000,000,000 Debt Issuance Programme under which METRO AG and Metro Finance B.V. may, from time to time, issue Securities in accordance with and subject to all applicable laws and regulations and denominated in any currency, subject as set out herein. Securities issued by Metro Finance B.V. under the Programme will benefit from a guarantee given by METRO AG.

General Description of the Securities

General

The following description is an abstract presentation of the following possible structures of the Notes to be issued under the terms of this Prospectus and does not refer to a specific issue of Notes which will be issued under the terms of this Prospectus.

The relevant terms and conditions of the Notes, which will govern the relationship between the Issuer and the Noteholders, are attached to the relevant global note(s) and form an integral part of such global note(s). The forms of terms and conditions for the Notes are set out in the Section "Set (A) Terms and Conditions of the Notes" and "Set (B) Terms and Conditions of the Notes" of this Prospectus.

Potential investors should note that information relating to a specific issue of Notes **that is not yet known at the date of this Prospectus**, including but not limited to the issue price, the date of the issue, the level of the interest rate, the type of interest payable and the maturity date, is not contained in this section of this Prospectus but in the relevant Final Terms. **Consequently, the following description does not contain all information relating to the Notes. Any investment decision by an investor should therefore be made only on the basis of full information on the Issuer and on the Notes to be offered which is set out in this Prospectus, the relevant Final Terms for such Notes when read together with this Prospectus, any supplement thereto and the relevant terms and conditions applicable to the Notes.**

Issue price of the Notes and Yield

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

The yield for Fixed Rate Notes will be calculated by the use of the ICMA method, which determines the effective interest rate of Notes taking into account accrued interest on a daily basis.

Interest on the Notes and Redemption of the Notes

The Programme provides for the issue of Notes with the following interest and/or redemption structures:

1. Fixed Rate Notes; and
2. Floating Rate Notes.

Notes will be redeemed at the maturity date at their redemption amount. The redemption amount does not depend on the performance of an underlying and will not be less than the principal amount of the Notes. Hence, Notes with a derivative component within the meaning of the Prospectus Regulation will not be issued under the Programme.

1. Fixed Rate Notes

In the case of Fixed Rate Notes, the rate of interest on the basis of which periodic interest payments are calculated will be specified before the issue date of the Notes.

2. Floating Rate Notes

In the case of Floating Rate Notes, the interest rate on the basis of which the amount of interest payable to the Noteholders is calculated is not specified at the issue date of the Notes. Instead, the rate at which interest accrues changes over time and only the relevant variable rate on which the rate of interest on the Notes is based is specified. Floating Rate Notes may be issued with a structure where the interest rate applicable to the Floating Rate Notes is based on a reference rate such as the EURIBOR or the LIBOR (the "**Reference Rate**").

Reference Rate

The Reference Rate may be either the EURIBOR or the LIBOR or a different reference rate as specified in the Final Terms.

Euro Interbank Offered Rate (EURIBOR) is a daily interest rate at which Eurozone banks offer to lend unsecured funds to other banks for a term of one week, two weeks, one month, two months, three months, six months and twelve months.

London Interbank Offered Rate (LIBOR) is an interest rate at which banks of the London market offer to lend unsecured funds to other banks in the London market to be determined on a daily basis for a term of one week, two weeks, one month, two months, three months, six months and twelve months.

Each reference rate reflects the normal terms currently applying on the capital market for raising funds in the form of debt capital for a period of between one week to twelve months.

Additional features of Floating Rate Notes

Floating Rate Notes are linked to a Reference Rate and may be structured in accordance with one or more of the following variants:

- (i) the Reference Rate represents the rate of interest applicable to the Notes on a one-to-one basis; or
- (ii) a fixed rate of interest (margin) is added (premium) to the Reference Rate, depending on the credit rating of the Issuer, the maturity of the Notes and the interest rates currently applying on the capital market for raising debt capital, i.e. the Reference Rate and the premium together produce the rate of interest applicable to the Notes ("**Floating Rate Notes with an Interest Premium**"); or
- (iii) a fixed rate of interest (margin) is deducted (discount) from the Reference Rate depending on the maturity of the Notes and the interest rates currently applying on the capital market for raising debt capital, i.e. the Reference Rate after deducting the discount pro-

duces the rate of interest applicable to the Notes ("**Floating Rate Notes with an Interest Discount**"); or

- (iv) the rate of interest based on the Reference Rate is limited to a lower minimum interest rate determined in advance (minimum rate of interest or "**Floor**"), i.e. even if the Reference Rate was to be lower than the Floor, the Floor would be applicable to the Notes for the relevant interest period or the whole term of the Notes ("**Floating Rate Notes with a Floor**"); or
- (v) the rate of interest based on the Reference Rate is limited to an upper maximum interest rate determined in advance (maximum rate of interest or "**Cap**"), i.e. even if the Reference Rate was to be higher than the Cap, the Cap would be applicable to the Notes for the relevant interest period or the whole term of the Notes ("**Floating Rate Notes with a Cap**"); or
- (vi) the rate of interest based on the Reference Rate is limited to a lower minimum interest rate determined in advance (minimum rate of interest or "**Floor**") and an upper maximum interest rate determined in advance (maximum rate of interest or "**Cap**"), i.e. even if the Reference Rate was to be lower than the Floor, the Floor would be applicable to the Notes for the relevant interest period or the whole term of the Notes, or even if the Reference Rate was to be higher than the Cap, the Cap would be applicable to the Notes for the relevant interest period or the whole term of the Notes ("**Floating Rate Notes with a Floor and a Cap**").

Due dates for interest payments and calculation of the amount of interest

Interest payments may be made monthly, quarterly, semi-annually or annually. The amount of interest payable in respect of the Notes is calculated by applying the relevant interest rate for the interest period concerned and the day count fraction to the par value of the Notes.

Redemption of the Notes at maturity

Notes issued under the terms of this Prospectus have a maturity which is determined at the issue date. Prior to the issue date of the Notes, the Issuer determines the maturity date on which it is obliged to redeem the Notes and the Issuer determines the amount at which it is obliged to redeem them.

The redemption amount of the Notes will not be less than the nominal amount of the Notes.

Early redemption of the Notes

Optional rights of early redemption

The Terms and Conditions of the Notes may provide for the following rights of early termination at the option of the Issuer and/or the Noteholder:

- (i) Early redemption at the option of the Issuer: right of early termination of the Issuer at predetermined early redemption dates at predetermined early redemption amount(s);
- (ii) Early redemption at the option of the Holder: right of early termination of the Holder at predetermined early redemption dates at predetermined early redemption amount(s).

Non-optional rights of early redemption

The Terms and Conditions of the Notes may provide for the following non-optional rights of early redemption:

- (i) Tax call: right of early redemption of the Issuer for reasons of taxation in case of a result of any change in, or amendment to, relevant tax laws and regulations as further specified in the Terms and Conditions of the Notes; and
- (ii) Events of default: Furthermore, the Terms and Conditions of the Notes provide for a right of early redemption by a Noteholder due to the occurrence of an event of default as further specified in the Terms and Conditions of the Notes. Events of default comprise aspects such as a default with regard to the payment of interest and/or principal, failure by the Issuer or the Guarantor, as the case may be, to perform any other obligation under the Notes, cross-default by the Issuer or the Guarantor, as the case may be, in relation to any indebtedness specified in the Terms and Conditions, an unsatisfied judgment against the Issuer or the Guarantor, as the case may be, in excess of an aggregate amount of EUR 75,000,000, the opening of insolvency proceedings against the Issuer or the Guarantor, as the case may be, the winding up, liquidation or dissolution of the Issuer or the Guarantor, as the case may be, the unlawfulness for the Issuer or the Guarantor, as the case may be, to comply with its obligations under the Notes, the Guarantee or the Undertaking, as the case may be or the Guarantee or the Undertaking is not in full force and effect. If an event of default occurs and is continuing or if the Issuer or the Guarantor, as the case may be, defaults in the performance or observance of any of its other obligations in any material respect under the Notes the Guarantee or the Undertaking may be remedied by the Issuer or the Guarantor, as the case may be, within 30 days after written notice addressed to the Issuer and the Guarantor, as the case may be, by any Noteholder.

Any early redemption amount applicable to the Notes will not be less than the nominal amount of the Notes.

Substitution of the Issuer

The Issuer may, without the consent of the Noteholders, at any time substitute for the Issuer, in case the Issuer is Metro Finance B.V., the Guarantor and, in case the Issuer is METRO AG, Metro Finance B.V. provided that the new Issuer (i) assumes all obligations of the Issuer arising from or in connection with the Notes and (ii) the new Issuer has obtained any necessary authorisation from the competent authorities and subject to further conditions as specified in the Terms and Conditions of the Notes.

Further Issues

The Issuer may from time to time, without the consent of the Noteholders, 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.

Amendments to the Conditions

Sections 5 et seq. of the German Bond Act (*Schuldverschreibungsgesetz*) are applicable in relation to the Notes. Noteholders may amend the Terms and Conditions of the Notes by majority resolution. Such resolution requires a majority of not less than 75 per cent. of the votes participating in the vote. Noteholders may in particular agree to a change of the due date for payment

of interest and/or reduction of interest and/or principal; a subordination of claims arising from the Notes; a conversion of the Notes into, or the exchange of the Notes for, shares; an exchange or release of security; a change of the currency of the Notes; a waiver or restriction of Noteholders' rights to give notice of termination under the Notes; an amendment or a rescission of ancillary provisions of the Notes; and an appointment or a removal of a common representative for the Noteholders. Majority resolutions are binding on all Noteholders, notwithstanding their exercise of their voting right.

The Noteholders may by majority resolution appoint a common representative to exercise the Noteholders' rights on behalf of each Noteholder.

Minimum Denomination of the Notes

The minimum denomination of Notes issued under the Programme is EUR 1,000 or the equivalent amount in another currency.

Currency of the Notes

Notes may be issued in any currency as determined by the Issuer subject to applicable laws and regulations.

Status and ranking of 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 present and future obligations of the Issuer unless such other obligations take priority by mandatory provisions of law.

Guarantee

The payment obligations of Metro Finance B.V. in respect of the Notes issued by it will be guaranteed unconditionally and irrevocably by the Guarantor pursuant to the Guarantee.

Status of the Guarantee

The Guarantee of Notes issued by Metro Finance B.V. constitutes direct, unconditional and unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Form of Notes

The Notes are represented by the issue of one or more global note(s) in bearer form. Notes in definitive form will not be issued.

Negative Pledge

The Notes provide for a negative pledge by the Issuer and the Guarantor, if applicable. So long as any Note remains outstanding, the Issuer or the Guarantor, as the case may be, shall not and shall procure that its subsidiaries shall not, create or permit to subsist any security interest upon the whole or any part of its present or future assets or revenues to secure any indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith. Permitted security interests, as defined in the Terms and Conditions of the Notes, are exempt from the negative pledge.

Governing law, place of performance, jurisdiction and limitation period

The Notes, as to form and content, all other documentation and all rights and obligations of the Noteholders and the Issuer and the Guarantor, as the case may be, shall be governed by German law.

Place of performance shall be Frankfurt am Main. The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes.

The presentation period provided in Section 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes. If presentation occurs, the claim prescribes within two years from the end of the presentation period.

Forms of the Notes

Each tranche of Notes will initially be in the form of either a temporary global note (the "**Temporary Global Note**"), without interest coupons, or a permanent global note (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms or, as the case may be, in the Set (A) Terms and Conditions. Notes may be issued in new global note ("**NGN**") or in classical global note ("**CGN**") form, both as stated in the relevant Final Terms or, as the case may be, in the Set (A) Terms and Conditions. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the Issue Date of the relevant tranche of Notes with Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**Clearstream, Frankfurt**"), or, in the case of a Global Note which will be issued in CGN form, as stated in the relevant Final Terms or, as the case may be, in the Set (A) Terms and Conditions, with a depositary or a common depositary, as applicable, for Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") and/or Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg ("**Clearstream, Luxembourg**"), and/or any other relevant clearing system. A Global Note which will be issued in NGN form, as stated in the relevant Final Terms or, as the case may be, in the Set (A) Terms and Conditions, may be delivered on or prior to the Issue Date to a common safekeeper for Euroclear and Clearstream, Luxembourg. The relevant Final Terms or, as the case may be, the Set (A) Terms and Conditions will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or substantially identical successor provisions) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or substantially identical successor provisions) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms or, as the case may be, the Set (A) Terms and Conditions specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the Issue Date of the relevant tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the relevant Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note at the Specified Office of the Fiscal Agent (unless specified otherwise in the applicable Final Terms or Terms and Conditions); and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within 7 days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided, however*, that under no circumstances the principal amount of the Permanent Global Note shall exceed the initial principal amount of the Temporary Global Note.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Note in respect of which Set (A) Terms and Conditions apply will be endorsed on such Note and will consist of the terms and conditions set out under "Set (A) Terms and Conditions of the Notes" below.

Legend concerning United States persons

In the case of any tranche of Notes having a maturity of more than 365 days, the Notes in global form will bear a legend to the following effect:

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

The sections referred to in such legend provide that a United States person who holds a Note will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note and that any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Terms and Conditions of the Notes and Related Information

The information contained in this part "Terms and Conditions of the Notes and Related Information" includes the following parts relating to the terms and conditions of the Notes:

- I. General Information applicable to the Notes
- II. General Terms and Conditions of the Notes
- III. Issue Specific Terms and Conditions of the Notes
- IV. Form of Final Terms for Notes/Endgültige Bedingungen für Schuldverschreibungen
- V. Form of Guarantee (binding English language version)

I. General Information applicable to the Notes

Issue Procedures

The Terms and Conditions apply to a Series of Notes and as documented by the relevant Final Terms either in the form of "Set (A)" or in the form of "Set (B)".

Set (A) shall apply in relation to a Series of Notes with a denomination of less than EUR 100,000, whereas Set (B) shall apply in relation to a Series of Notes with a denomination of at least EUR 100,000.

Set (A)

The Terms and Conditions of the Notes (the "**Terms and Conditions**") are set forth in the following two options (each an "**Option**" and, together, the "**Options**"):

Option I applies to Fixed Rate Notes

Option II applies to Floating Rate Notes

Each set of Terms and Conditions contains, for the relevant Option, in certain places placeholders or potentially a variety of possible further variables for a provision. These are marked with square brackets and corresponding comments.

If Set (A) applies to a Series of Notes the Terms and Conditions applicable to the relevant Series of Notes will be determined as follows:

The Final Terms will (i) determine which of Option I or II of the Terms and Conditions shall apply to the relevant Series of Notes by inserting such Option in the Final Terms Part I and will (ii) specify and complete such Option so inserted, respectively (the "**Conditions**").

Where Set (A) applies, the Conditions only will be attached to the respective Global Note.

Set (B)

If Set (B) applies to a Series of Notes the Terms and Conditions applicable to the relevant Series of Notes will be determined as follows:

The Final Terms will specify and complete the variables that shall be applicable to such Series of Notes by completing the relevant tables pertaining to the chosen Option contained in PART I of the Final Terms.

Where Set (B) applies, both (i) the completed tables pertaining to the relevant Option in PART I of the Final Terms, and (ii) Set (B) of the Terms and Conditions will be attached to the respective Global Note. In such case, Noteholders have to use the information set out in Part I of the relevant Final Terms and read it together with the relevant Terms and Conditions by filling in relevant information into the placeholders and options of the relevant Terms and Conditions.

Set (A) Terms and Conditions of the Notes

Option I: Fixed Rate Notes

Set (A) der Emissionsbedingungen

Set (A) der Emissionsbedingungen kann im Fall einer individuellen Emission von Teilschuldverschreibungen selbstständig entweder in der deutschen oder in der englischen Sprache benutzt werden. Die bindende Sprache wird im Zeitpunkt der jeweiligen Emission festgelegt.

1. Einführung

- (a) *Die Teilschuldverschreibungen:* Die [Name der Emission einsetzen] (die „**Teilschuldverschreibungen**“) der [METRO AG][Metro Finance B.V.] (die „**Anleiheschuldnerin**“) werden im Rahmen des EUR 6.000.000.000 Programms zur Begebung von Teilschuldverschreibungen emittiert. [Die Teilschuldverschreibungen sind durch die METRO AG, Düsseldorf, Bundesrepublik Deutschland (die „**Garantin**“) garantiert.] Die Teilschuldverschreibungen sind eingeteilt in untereinander gleichberechtigte Inhaberschuldverschreibungen im Nennbetrag von [Währung einfügen] [Nennbetrag einsetzen]. Die Schuldverschreibungen werden in Form einer [classical global note („CGN“)] [new global note („NGN“)] begeben.

[Text für Teilschuldverschreibungen in Form einer dauerhaften Globalurkunde]

- (b) *Teilschuldverschreibungen in Form einer Globalurkunde:* Die Teilschuldverschreibungen sind für ihre gesamte Laufzeit in einer dauerhaften Globalurkunde („**Globalurkunde**“) verbrieft, die [bei der Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Deutschland („**Clearstream, Frankfurt**“)] [Falls die Globalurkunde eine CGN ist, einfügen: bei einem gemeinsamen Verwahrer] [Falls die Globalurkunde eine NGN ist, einfügen: bei einer gemeinsamen Sicherheitenverwahrstelle (*common*

Set (A) Terms and Conditions

The Set (A) Terms and Conditions may, in the case of an individual issue of Notes, be used independently in the German or English language. It will be agreed at the time of each issue which language will be binding.

1. Introduction

- (a) *The Notes:* The [insert title of issue] (the "**Notes**") of [METRO AG][Metro Finance B.V.] (the "**Issuer**") are issued pursuant to the EUR 6,000,000,000 Debt Issuance Programme. [The Notes are guaranteed by METRO AG, Düsseldorf, Federal Republic of Germany (the "**Guarantor**").] The Notes are in bearer form, having the same rights among themselves, in the denomination of [insert currency] [insert denomination]. The Notes are issued in [classical global Note ("CGN")] [new global Note ("NGN")] form.

[Text applicable to Notes represented by permanent global note]

- (b) *Notes in global form:* The Notes are represented for the whole life of the Notes by a permanent global bearer Note (the "**Global Note**") which is deposited with [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**Clearstream, Frankfurt**")]. [In case the Global Note is a CGN insert: a common depositary] [In case the Global Note is a NGN insert: a common safekeeper] for Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") and

safekeeper)] für Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**”) und Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**Clearstream, Luxembourg**”) (Euroclear und Clearstream, Luxemburg jeweils ein „**ICSD**” (Internationale zentrale Verwahrstelle) und zusammen die „**ICSDs**”) [Name(n) und Definition(en) des/der sonstigen Clearing-System(s)(e) einsetzen] hinterlegt ist. Etwaige Zinsansprüche sind nicht gesondert verbrieft. Die Globalurkunde trägt die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Anleihe-schuldnerin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten des Fiscal Agent (wie definiert in Bedingung 1(e)). Teilschuld-verschreibungen in effektiven Urkunden werden nicht ausgegeben. Ein Anspruch auf Ausdruck und Auslieferung von Teilschuldverschreibungen in effektiven Urkunden ist ausgeschlossen.]

Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**Clearstream, Luxembourg**”) (Euroclear and Clearstream, Luxembourg each an "**ICSD**" (International Central Securities Depository) and, together, the "**ICSDs**") [insert name and definition of other clearing system(s)]. The rights to demand payment of interest (if any) are not evidenced by a separate document. The Global Note bears the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent (as defined in condition 1(e)). No definitive Notes will be issued. The right to demand the printing and delivery of definitive Notes is excluded.]

[Text für Teilschuldverschreibungen in Form einer vorläufigen Globalurkunde mit Austausch gegen Teilschuldverschreibungen in Form einer dauerhaften Globalurkunde

[Text applicable to Notes represented by temporary global note exchangeable for permanent global note

(b) *Teilschuldverschreibungen in Form einer Globalurkunde:* Die Teilschuldverschreibungen sind anfänglich in einer vorläufigen Globalurkunde („**Vorläufige Globalurkunde**”) verbrieft, die bei der [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Deutschland („**Clearstream, Frankfurt**”)] [Falls die Globalurkunde eine CGN ist, einfügen: bei einem gemeinsamen Verwahrer] [Falls die Globalurkunde eine NGN ist, einfügen: bei einer gemeinsamen Sicherheitenverwahrstelle (*common safekeeper*)] für Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien („**Euroclear**”) und Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („**Clearstream, Luxembourg**”) (Euroclear und Clearstream, Luxemburg jeweils ein „**ICSD**” und zusammen die

(b) *Notes in global form:* The Notes are initially represented by a temporary global bearer Note (the "**Temporary Global Note**") which is deposited with [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**Clearstream, Frankfurt**")] [In case the Global Note is a CGN insert: a common depositary] [In case the Global Note is a NGN insert: a common safekeeper] for Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg ("**Clearstream, Luxembourg**") [(Euroclear and Clearstream, Luxembourg each an "**ICSD**" and, together, the "**ICSDs**") [insert name and definition of other clearing

„ICSDs“)] [Name(n) und Definition(en) des/der sonstigen Clearing-System(s)(e) einsetzen] hinterlegt ist. Die Vorläufige Globalurkunde wird bei Vorlegung einer Bescheinigung, dass der bzw. die rechtliche(n) oder wirtschaftliche(n) Eigentümer keine US-Person(en) entsprechend dem US-Steuerrecht sind, frühestens jedoch 40 Tage nach Ausstellung der Vorläufigen Globalurkunde, gegen eine dauerhafte Globalurkunde (die „**Dauerhafte Globalurkunde**“ und, zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunde**“) ausgetauscht. Etwaige Zinsansprüche sind nicht gesondert verbrieft. Die Vorläufige und die Dauerhafte Globalurkunde tragen die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Anleiheschuldnerin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten des Fiscal Agent (wie definiert in Bedingung 1(e)). Teilschuldverschreibungen in effektiven Urkunden werden nicht ausgegeben. Ein Anspruch auf Ausdruck und Auslieferung von Teilschuldverschreibungen in effektiven Urkunden ist ausgeschlossen.]

system(s)]. The Temporary Global Note will be exchangeable for a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Note**") against certification of non-U.S. beneficial ownership in accordance with U.S. tax regulations no earlier than 40 days after the issue of the Temporary Global Note. The rights to demand payment of interest (if any) are not evidenced by a separate document. The Temporary Global Note and the Permanent Global Note bear the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent (as defined in condition 1(e)). No definitive Notes will be issued. The right to demand the printing and delivery of definitive Notes is excluded.]

[Text für Teilschuldverschreibungen, die in Form einer NGN begeben werden]

[Text applicable to Notes issued as NGN]

(c) *Register der ICSDs:* Der Nennbetrag der durch die Globalurkunde verbrieften Teilschuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Teilschuldverschreibungen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Teilschuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Teilschuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

(c) *Records of the ICSDs:* The 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 principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch

On any redemption or payment of an instalment or interest being made in

die Globalurkunde verbrieften Teilschuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Teilschuldverschreibungen stellt die Anleiheschuldnerin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung 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.]

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 *pro rata* in the records of the ICSDs and, upon any such entry being made, the 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.]

[Text für Teilschuldverschreibungen in Form einer vorläufigen Globalurkunde, die als NGN begeben wird]

[Text applicable to Notes represented by temporary global note issued as NGN]

(d) *Austausch von Teilschuldverschreibungen:* Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbrieften Teilschuldverschreibungen wird die Anleihschuldnerin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Aufzeichnungen der ICSDs aufgenommen werden.]

(d) *Exchange of the Notes:* 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 *pro rata* in the records of the ICSDs.]

[Text für Teilschuldverschreibungen, die von Clearstream, Frankfurt verwahrt werden]

[Text applicable to Notes in Clearstream, Frankfurt]

(c) *Übertragung:* Den Anleihegläubigern (wie in Bedingung 1[(h)] definiert) stehen Miteigentumsanteile an der Globalurkunde zu, die gemäß den Bestimmungen und Regeln der Clearstream, Frankfurt, und nach dem jeweils anwendbaren Recht übertragen werden können.]

(c) *Transfer:* The Noteholders (as defined in condition 1[(h)]) are entitled to co-ownership participations in the Global Note which are transferable in accordance with the rules and regulations of Clearstream, Frankfurt and with applicable law.]

[Text für Teilschuldverschreibungen, die von Euroclear und Clearstream, Luxemburg bzw. einem oder mehreren anderen Clearing-System(en) verwahrt werden]

[Text applicable to Notes in Euroclear and Clearstream, Luxembourg or in one or more other clearing systems]

([d]) *Übertragung:* Die Teilschuldverschreibungen sind gemäß den

([d]) *Transfer:* The Notes are transferable in accordance with the rules and

Bestimmungen und Regeln von [Euroclear und Clearstream, Luxemburg,] [sonstige(s) Clearing System(e) einsetzen] und nach dem jeweils anwendbaren Recht zu übertragen.]

regulations of [Euroclear and Clearstream, Luxembourg,] [insert other clearing system(s)] and with applicable law.]

[(e)] *Issue and Paying Agency Agreement:* Die Teilschuldverschreibungen sind Gegenstand einer Emissions- und Zahlstellenvereinbarung vom 10. Februar 2017 (in der jeweils gültigen Fassung, das „**Issue and Paying Agency Agreement**“) zwischen [unter anderem] der Anleiheschuldnerin[, der Garantin] und der Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, als Fiscal Agent (der „**Fiscal Agent**“; dieser Begriff schließt auch jeden zukünftigen Fiscal Agent ein, der im Zusammenhang mit den Teilschuldverschreibungen ernannt wird) und als Zahlstelle (die „**Zahlstelle**“ – dieser Begriff schließt den Fiscal Agent ein – und, einschließlich aller Nachfolger oder zusätzlicher Zahlstellen, die im Zusammenhang mit den Teilschuldverschreibungen benannt werden, die „**Zahlstellen**“).

[(e)] *Issue and Paying Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 10 February 2017 (as amended or supplemented from time to time, the "**Issue and Paying Agency Agreement**") between [among others] the Issuer[, the Guarantor] and Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and as paying agent (the "**Paying Agent**", which term shall include the Fiscal Agent, and, including any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

[Text für garantierte Teilschuldverschreibungen

[Text applicable to guaranteed Notes

(f) *Garantie:* Die Teilschuldverschreibungen unterliegen einer Garantie vom 14. Mai 2010 (in der jeweils gültigen Fassung, die „**Garantie**“), die von der Garantin übernommen wurde.

(f) *Guarantee:* The Notes are the subject of a guarantee (*Garantie*) dated 14 May 2010 (as amended, supplemented or replaced from time to time, the "**Guarantee**") entered into by the Guarantor.

(g) *Verpflichtungserklärung:* Die Teilschuldverschreibungen unterliegen einer von der Garantin abgegebenen Verpflichtungserklärung vom 14. Mai 2010 (in der jeweils gültigen Fassung, die „**Verpflichtungserklärung**“).

(g) *Undertaking:* The Notes are the subject of an undertaking dated 14 May 2010 executed by the Guarantor (as amended, supplemented or replaced from time to time, the "**Undertaking**").]

[(h)] *Kopien:* Kopien des Issue and Paying Agency Agreement[, der Garantie und der Verpflichtungserklärung] können von den Anleihegläubigern („**Anleihegläubiger**“) während der üblichen Geschäftszeiten bei den benannten Geschäftsstellen einer jeden Zahlstelle eingesehen werden; die

[(h)] *Copies:* Copies of the Issue and Paying Agency Agreement[, the Guarantee and the Undertaking] are available for inspection by holders of Notes ("**Noteholders**") during normal business hours at the specified offices of each of the Paying Agents, the

anfänglich vorgesehenen Geschäftsstellen sind nachstehend aufgeführt.

Kopien dieser Bedingungen[, der Garantie und der Verpflichtungserklärung] sind kostenlos am Gesellschaftssitz der Anleihe-schuldnerin in [Düsseldorf] [Venlo] [und am Gesellschaftssitz der Garantin in Düsseldorf] erhältlich.

2. Status [und Garantie]

- [(a) *Status der Teilschuldverschreibungen:*] Die Teilschuldverschreibungen begründen direkte, unbedingte und unbesicherte Verpflichtungen der Anleiheschuldnerin, die jederzeit gleichrangig untereinander und mindestens gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verpflichtungen der Anleiheschuldnerin bestehen. Hiervon sind solche Verpflichtungen ausgenommen, die aufgrund zwingender und allgemein anwendbarer gesetzlicher Bestimmungen vorrangig sind.

[Text für garantierte Teilschuldverschreibungen]

- (b) *Garantie für die von der Metro Finance B.V. begebenen Teilschuldverschreibungen:* Die Zahlungsverpflichtungen der Metro Finance B.V. aus den von ihr begebenen Teilschuldverschreibungen werden gemäß der Garantie unbedingt und unwiderruflich durch die Garantin garantiert.

Die Garantie begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Garantin eingegangenen Verpflichtungen zu verlangen und gegen die Garantin durchzusetzen.

Die Garantie unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nicht-ausschließlicher Gerichtsstand

initial specified offices of which are set out below.

Copies of these conditions[, the Guarantee and the Undertaking] can be obtained free of charge at the Issuer's registered office in [Düsseldorf] [Venlo] [and at the Guarantor's registered office in Düsseldorf].

2. Status [and Guarantee]

- [(a) *Status of the Notes:*] The Notes constitute direct, unconditional and unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

[Text applicable to guaranteed Notes]

- (b) *Guarantee of Notes issued by Metro Finance B.V.:* The payment obligations of Metro Finance B.V. in respect of the Notes issued by it have been guaranteed unconditionally and irrevocably by the Guarantor pursuant to the Guarantee.

The Guarantee constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1) of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor and to enforce such obligations against the Guarantor.

The Guarantee is governed by the laws of the Federal Republic of Germany. Place of performance and

für alle sich aus den in der Garantie geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Garantin ist grundsätzlich Frankfurt am Main. Der Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Guarantee is Frankfurt am Main, *provided, however, that* the place of jurisdiction is exclusive for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

- (c) *Status der Garantie:* Die Garantie für die von der Metro Finance B.V. begebenen Teilschuldverschreibungen begründet direkte, unbedingte und unbesicherte Verpflichtungen der Garantin, die jederzeit mindestens gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verpflichtungen der Garantin bestehen. Hiervon sind solche Verpflichtungen ausgenommen, die aufgrund zwingender und allgemein anwendbarer gesetzlicher Bestimmungen vorrangig sind.]

- (c) *Status of the Guarantee:* The Guarantee of Notes issued by Metro Finance B.V. constitutes direct, unconditional and unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.]

3. **Negativverpflichtung [und Verpflichtungserklärung]**

- (a) *Negativverpflichtung der Anleihe-schuldnerin:* Solange eine Teilschuldverschreibung aussteht, wird die Anleiheschuldnerin weder in Bezug auf die Gesamtheit noch auf einen Teil ihrer gegenwärtigen und zukünftigen Vermögensgegenstände, -werte oder Einnahmen (einschließlich des nicht eingeforderten Kapitals), mit Ausnahme der Zulässigen Sicherungsrechte, Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, und die Anleihe-schuldnerin wird dafür Sorge tragen, dass ihre Tochtergesellschaften gleichermaßen keine Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, um Verbindlichkeiten

3. **Negative Pledge [and Undertaking]**

- (a) *Negative Pledge of Issuer:* So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.

oder Garantieverpflichtungen zu sichern, ohne dass die Anleiheschuldnerin oder ihre Tochtergesellschaften zur gleichen Zeit oder vorher die Teilschuldverschreibungen gleichwertig und anteilmäßig besichert haben.

[Text für garantierte Teilschuldverschreibungen]

[Text applicable to guaranteed Notes]

(b) *Negativverpflichtung der Garantin:* In der Verpflichtungserklärung verpflichtet sich die Garantin, so lange eine Teilschuldverschreibung aussteht, weder in Bezug auf die Gesamtheit noch auf einen Teil ihrer gegenwärtigen und zukünftigen Vermögensgegenstände, -werte oder Einnahmen (einschließlich des nicht eingeforderten Kapitals), mit Ausnahme der Zulässigen Sicherungsrechte, Sicherungsrechte zu begründen oder zuzulassen, dass Sicherungsrechte weiterbestehen, und die Garantin wird dafür Sorge tragen, dass ihre Tochtergesellschaften gleichermaßen keine Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, um Verbindlichkeiten oder Garantieverpflichtungen zu sichern, ohne dass die Garantin oder ihre Tochtergesellschaften zur gleichen Zeit oder vorher die Teilschuldverschreibungen gleichwertig und anteilmäßig besichert haben.

(c) *Verpflichtungserklärung:* Die Verpflichtungserklärung begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Garantin damit eingegangenen Verpflichtungen zu verlangen und gegen die Garantin durchzusetzen. Die Verpflichtungserklärung unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nicht-ausschließlicher Gerichtsstand für alle sich aus den in der Verpflichtungserklärung geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Garantin ist grundsätzlich Frankfurt am Main. Der Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten

(b) *Negative Pledge of Guarantor:* The Guarantor has in the Undertaking undertaken that, so long as any Note remains outstanding, the Guarantor shall not, and the Guarantor shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.

(c) *Undertaking:* The Undertaking constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1 of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor therein and to enforce such obligations against the Guarantor. The Undertaking is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Undertaking is Frankfurt am Main, *provided, however, that* the place of jurisdiction is exclusive for all

handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.]

litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).]

[(d)] **„Garantiepflichtung“** ist in Bezug auf jedwede Verbindlichkeit einer Person die Verpflichtung (einschließlich in Form einer Bürgschaft) einer anderen Person, diese Verbindlichkeit zu begleichen, einschließlich (ohne Einschränkung)

[(d)] **"Guarantee of Indebtedness"** means, in relation to any Indebtedness of any person, any obligation (including in the form of a suretyship) of another person to pay such Indebtedness including (without limitation):

- (i) der Verpflichtung, eine derartige Verbindlichkeit zu erwerben;
- (ii) der Verpflichtung, Geld zu leihen, Aktien oder andere Wertpapiere zu erwerben oder zu zeichnen oder Vermögenswerte oder Dienstleistungen zu erwerben, um die Mittel für die Zahlung derartiger Verbindlichkeiten bereitzustellen;
- (iii) jeder Freistellung gegen die Auswirkungen eines Zahlungsverzugs einer solchen Verbindlichkeit; und
- (iv) jeder anderen Vereinbarung über die Haftung für eine derartige Verbindlichkeit.

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness.

„Sicherungsrecht“ ist jede Hypothek, Grundschuld, jedes Pfand- oder sonstige dingliche Sicherungsrecht unter den Gesetzen der jeweils maßgeblichen Rechtsordnung.

"Security Interest" means any mortgage, charge, pledge, lien or other security interest under the laws of any applicable jurisdiction.

„Tochtergesellschaft“ ist in Bezug auf eine Person (die **„erste Person“**) zu jedem bestimmten Zeitpunkt jede andere Person (die **„zweite Person“**):

"Subsidiary" means, in relation to any person (the **"first person"**) at any particular time, any other person (the **"second person"**):

- (i) deren Angelegenheiten und Geschäftspolitik von der ersten Person kontrolliert werden oder

- (i) whose affairs and policies the first person controls or has the power to control, whether by

kontrolliert werden können, entweder durch Halten der Mehrheit des Anteilskapitals oder der Stimmrechte, durch Vertrag oder die Befugnis, Mitglieder des Vorstands der zweiten Person zu ernennen oder abzuberufen; und

- (ii) (a) deren gesamte Vermögensgegenstände oder (falls die zweite Person selbst Tochtergesellschaften hat) deren gesamte konsolidierte Vermögensgegenstände 3 % des Wertes der gesamten konsolidierten Vermögensgegenstände der ersten Person übersteigen, so wie es bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurde; oder (b) deren Einnahmen oder (falls die zweite Person selbst Tochtergesellschaften hat) deren konsolidierte Einnahmen 3 % der konsolidierten Netto-Einnahmen der ersten Person übersteigen, so wie sie bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurden.

„Verbindlichkeit“ ist jede Geldschuld, die in Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft ist, und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, jedes von einer Bank, einer Versicherung oder einem anderen Finanzinstitut ausgereichte Darlehen (einschließlich, aber ohne darauf beschränkt zu sein, Schuldscheindarlehen) sowie jede Garantieverpflichtung oder sonstige Gewährleistung in Bezug auf eine solche Geldschuld oder ein solches Darlehen.

„Zulässige Sicherungsrechte“ sind:

- (i) alle Sicherungsrechte, die am Begebungstag der Teilschuldverschreibungen bestehen, soweit sie an diesem Tag ausstehende

ownership of the majority of share capital or voting rights, contract or the power to appoint or remove members of the governing body of the second person; and

- (ii) (a) the value of whose total assets or (in case the second person itself has Subsidiaries) the total consolidated assets exceed 3 per cent. of the total consolidated assets of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary; or (b) whose revenues or (in case the second person itself has Subsidiaries) consolidated revenues exceeds 3 per cent. of the consolidated net revenues of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary.

"Indebtedness" means any monetary indebtedness which is represented by a bond or other debt security and which is or is capable of being admitted to or listed or traded on a stock exchange or other securities market (including any over-the-counter market), any loan advanced by a bank, an insurance company or any other financial institution (including, without limitation, assignable loans (*Schuldscheindarlehen*)) and any guarantee or suretyship in respect of any such monetary indebtedness or such loan.

"Permitted Security Interest" means:

- (i) any Security Interest in existence on the date of issue of the Notes to the extent that it secures Indebtedness outstanding on such

Verbindlichkeiten absichern; hiervon sind Sicherungsrechte ausgenommen, soweit solche Verbindlichkeiten nach Bestellung der Sicherungsrechte zurückgezahlt oder getilgt werden und/oder die Sicherungsrechte nach Bestellung erlöschen oder ersetzt werden;

- (ii) alle Sicherungsrechte, die kraft Gesetzes oder im Rahmen der gewöhnlichen Geschäftstätigkeit der Anleiheschuldnerin [oder der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften entstehen (einschließlich aller Sicherungsrechte in Form eines Eigentumsvorbehaltes oder anderer Sicherungsrechte, die aufgrund von Geschäfts- oder üblichen Bedingungen der Gegenpartei, in Übereinstimmung mit der üblichen Marktpraxis entstehen);
- (iii) alle Sicherungsrechte, die nach dem Begebungstag der Teilschuldverschreibungen an neu erworbenen Vermögensgegenständen oder Vermögenswerten bestellt werden, einzig zum Zweck der Besicherung der übernommenen Verpflichtungen, die dem Zweck (a) der Finanzierung des Kaufpreises eines solchen erworbenen Vermögensgegenstandes oder Vermögenswertes oder (b) der Begründung, Entwicklung oder Verbesserung eines solchen Vermögensgegenstandes oder Vermögenswertes dienen;
- (iv) alle Sicherungsrechte, die auf den Vermögensgegenständen, -werten oder Anteilen neu erworbener Tochtergesellschaften der Anleiheschuldnerin [oder der Garantin] lasten und die nach dem Begebungstag der Teilschuldverschreibungen gekauft werden;
- (v) alle Sicherungsrechte, die bestehen oder begründet sind zu Gunsten der Anleiheschuldnerin, der Garantin

date and, for the avoidance of doubt, excluding any such Security Interest to the extent that any such Indebtedness is subsequently repaid or redeemed and/or such Security Interest is subsequently discharged or replaced;

- (ii) any Security Interest arising by operation of law or in the ordinary course of business of the Issuer [or the Guarantor] or any of [its / their respective] Subsidiaries (including any Security Interest in the form of a retention of title arrangement or other Security Interest entered into on the counterparty's standard or usual terms in accordance with customary market practice);
- (iii) any Security Interest created over a newly acquired asset after the date of the issue of the Notes which is solely for the purpose of securing indebtedness incurred for the purpose of (a) financing the purchase price of the acquisition of such asset or (b) constructing, developing or improving such asset;
- (iv) any Security Interest existing over the assets or shares of newly acquired Subsidiaries of the Issuer [or the Guarantor] acquired after the date of issue of the Notes;
- (v) any Security Interest created or existing for the benefit of the Issuer, the Guarantor and its

oder ihrer Tochtergesellschaften; und

- (vi) alle Sicherungsrechte, die bestehen oder begründet werden, um Verpflichtungen zu sichern, die in Zusammenhang mit dem Gesetz zur Förderung eines gleitenden Überganges in den Ruhestand (Altersteilzeitgesetz) eingegangen werden.

Eine Teilschuldverschreibung gilt als „ausstehend“, sofern nicht einer oder mehrere der folgenden Fälle eingetreten ist oder sind:

- (A) *Rückzahlung oder Kauf*: die Teilschuldverschreibung wurde vollständig zurückgezahlt oder gemäß Bedingung 5[(f)] (*Rückzahlung, vorzeitige Rückzahlung und Kauf – Kauf*) gekauft und jeweils entwertet;
- (B) *Fälligkeitstag*: der Fälligkeitstag für die vollständige Rückzahlung der Teilschuldverschreibung ist eingetreten, und der Fiscal Agent hat alle fälligen Beträge auf eine solche Teilschuldverschreibung (einschließlich der aufgelaufenen Zinsen) erhalten, und diese sind für die Zahlung der vorgelegten Teilschuldverschreibung verfügbar; oder
- (C) *Verjährung, usw.*: alle Ansprüche auf den Kapitalbetrag und die Zinsen aus einer solchen Teilschuldverschreibung sind gemäß Bedingung 9 (*Vorlegung, Verjährung und Hinterlegung*) erloschen oder verjährt, oder können aus anderen Gründen nach diesen Bedingungen nicht mehr geltend gemacht werden.

Subsidiaries; and

- (vi) any Security Interest created or existing to secure any obligations incurred in order to comply with the German Act on Old-Age Part-Time (*Gesetz zur Förderung eines gleitenden Übergangs in den Ruhestand*).

A Note shall be considered to be "outstanding" unless one or more of the following events has occurred:

- (A) *Redeemed or purchased*: such Note has been redeemed in full or purchased under condition 5[(f)] (*Redemption, Early Redemption and Purchase – Purchase*) and has in either case been cancelled;
- (B) *Due date*: the due date for redemption of such Note in full has occurred and all sums due in respect of such Note (including all accrued interest) have been received by the Fiscal Agent and remain available for payment against presentation of such Note; or
- (C) *Prescription etc*: all claims for principal and interest in respect of such Note are extinguished or prescribed under condition 9 (*Presentation, Prescription and Deposit*), or cease to be enforceable for any other reason under these conditions.

4. Zinsen

(a) *Zinslauf*: Die Teilschuldverschreibungen sind vom Verzinsungsbeginn [*Datum einsetzen*] (der „**Verzinsungsbeginn**“) an zu dem nachträglich an jedem [*Zinszahlungstage einsetzen*] (jeweils ein „**Zinszahlungstag**“) zahlbaren Zinssatz von [*Zinssatz einsetzen*] (der „**Zinssatz**“), vorbehaltlich der Bedingung 6 (*Zahlungen*), zu verzinsen. Die Verzinsung der Teilschuldverschreibungen endet am Fälligkeitstag für die vollständige Rückzahlung. Wenn die Anleiheschuldnerin eine fällige Zahlung auf die Schuldverschreibungen aus irgendeinem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Anleihegläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.¹⁾

(b) *Berechnung des Zinsbetrages*: Der auf jede Teilschuldverschreibung zu zahlende Zinsbetrag für die entsprechende Zinsperiode wird ermittelt durch Anwendung des Zinssatzes auf den Kapitalbetrag der Teilschuldverschreibung [und durch Division des Ergebnisses durch die Anzahl der Zinsperioden eines jeden Einjahreszeitraums[; bei dieser Division wird der Einjahreszeitraum nicht berücksichtigt, in den die im folgenden Satz beschriebene Zinsperiode fällt]. Der auf jede Teilschuldverschreibung zu zahlende Zinsbetrag für die Zinsperiode [*bei kurzem bzw. langem ersten Coupon einsetzen*], die an dem (und einschließlich des) Verzinsungsbeginn(s) beginnt] [*bei kurzem bzw. langem letzten Coupon einsetzen*], die an dem (aber ausschließlich des) [*Endfälligkeitsdatum einsetzen*] endet] ist [*Zinsbetrag für jeden Nennbetrag einsetzen*]]. Sofern der

4. Interest

(a) *Accrual of interest*: The Notes bear interest from the interest commencement date, [*insert date*], (the "**Interest Commencement Date**") at [*insert interest rate*] (the "**Rate of Interest**") payable in arrear on each [*insert interest payment dates*] (each an "**Interest Payment Date**"), subject as provided in condition 6 (*Payments*). Each Note will cease to bear interest from the due date for final redemption. If the Issuer for any reason fails to effect any due payment on the Notes, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.¹⁾

(b) *Calculation of interest*: The amount of interest payable in respect of each Note for any Interest Period shall be calculated by applying the Rate of Interest to the principal amount of such Note [and dividing the product by the number of Interest Periods in any period of one year[, ignoring for this purpose any period of one year in which the Interest Period referred to in the following sentence may fall]. The amount of interest payable in respect of each Note for the Interest Period [*insert in case of a short or long first coupon*: beginning on (and including) the Interest Commencement Date] [*insert in case of a short or long last coupon*: ending on (but excluding) [*insert maturity date*]] shall be [*insert interest amount for each denomination*]]. If interest is required to be calculated for any other period, it will be calculated by applying the Rate

¹⁾ Der gesetzliche Verzugszinssatz beträgt zum Datum dieses Prospekts fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit festgelegten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

¹⁾ The default rate of interest established by law is, as of the date of this Offering Circular, five percentage points above the basic rate of interest published by the Deutsche Bundesbank from time to time, Sec. 288 (1), 247 (1) German Civil Code.

Zinsbetrag für einen anderen Zeitraum zu ermitteln ist, berechnet sich dieser durch Anwendung des Zinssatzes auf den Kapitalbetrag der jeweiligen Teilschuldverschreibung und Multiplikation des Ergebnisses mit dem Zinstagequotient.

„**Zinsperiode**“ in diesen Bedingungen ist jeder Zeitraum ab dem (und einschließlich des) Verzinsungsbeginn(s) bzw. eines Zinszahlungstages bis zu dem (aber ausschließlich des) nächsten Zinszahlungstag(es).

Der „**Zinstagequotient**“ besteht aus[:]

[Text für die 30E/360 (Eurobond) Option

der Anzahl der Tage in dem maßgeblichen Zeitraum (berechnet auf Basis eines Jahres zu 360 Tagen, bestehend aus 12 Monaten zu jeweils 30 Tagen und, im Falle eines nicht vollständigen Monats, der tatsächlichen Anzahl der abgelaufenen Tage) geteilt durch 360.]

[Text für die Actual/Actual (ICMA) Option

folgender Berechnung:

- (i) falls der maßgebliche Zeitraum in eine Reguläre Periode fällt, wird die Anzahl der Tage des betreffenden Zeitraums geteilt durch das Produkt aus (A) der Anzahl der Tage in dieser Regulären Periode und (B) der Anzahl der Regulären Perioden eines jeden Einjahreszeitraums; und
- (ii) falls der betreffende Zeitraum in einer Regulären Periode beginnt und in der nächsten darauffolgenden Regulären Periode endet, werden die folgenden Quotienten addiert:

(A) die Anzahl der Tage in dem betreffenden Zeitraum, die in diese erste Reguläre Periode fallen, geteilt durch das Produkt aus (1) der Anzahl

of Interest to the principal amount of such Note and multiplying the product by the Day Count Fraction.

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

"Day Count Fraction" means[:]

[Text for 30E/360 (Eurobond) option

the number of days in the relevant period (calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed) divided by 360.]

[Text for Actual/Actual (ICMA) option

- (i) if the relevant period falls during a Regular Period, the number of days in the relevant period divided by the product of (A) the number of days in the Regular Period in which the relevant period falls and (B) the number of Regular Periods in any period of one year; and
- (ii) if the relevant period begins in one Regular Period and ends in the next succeeding Regular Period, interest will be calculated on the basis of the sum of:

(A) the number of days in the relevant period falling within the first such Regular Period divided by the product of (1) the number of days

der Tage in dieser ersten Regulären Periode und (2) der Anzahl der Regulären Perioden eines jeden Einjahreszeitraums; und

- (B) die Anzahl der Tage in dem betreffenden Zeitraum, die in diese zweite Reguläre Periode fallen, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser zweiten Regulären Periode und (2) der Anzahl der Regulären Perioden eines jeden Einjahreszeitraums.

„Reguläre Periode“ ist jeder Zeitraum ab einem Regulären Tag, der in ein beliebiges Jahr fällt, bis zu dem nächsten Regulären Tag.

„Regulärer Tag“ ist der Tag und der Monat (aber nicht das Jahr), auf die ein Zinszahlungstag fällt [(ausgenommen für diesen Zweck [Endfälligkeitsdatum einsetzen])].]

- (c) *Anzahl der Tage:* Zum Zwecke dieser Bedingung 4 wird die Anzahl der Tage in jedem Zeitraum auf Basis der tatsächlichen Kalendertage vom ersten Tag (diesen eingeschlossen) des betreffenden Zeitraums bis zum letzten Tag (diesen ausgeschlossen) des betreffenden Zeitraums ermittelt.

5. Rückzahlung, vorzeitige Rückzahlung und Kauf

- (a) *Rückzahlung bei Endfälligkeit:* Sofern die Teilschuldverschreibungen nicht vorzeitig zurückgezahlt/gekauft und entwertet werden, werden sie am [Endfälligkeitsdatum einsetzen] [Zinszahlungstag, der in [Monat und Jahr einsetzen] fällt,] gemäß Bedingung 6 (*Zahlungen*) zu ihrem Nennbetrag zurückgezahlt.
- (b) *Rückzahlung aus Steuergründen:* Die Teilschuldverschreibungen können nach Wahl der Anleiheschuldnerin ganz, aber nicht teilweise, [jederzeit] [an jedem Zinszahlungstag] durch eine unwiderrufliche Mitteilung gegenüber den Anleihegläubigern mit einer

in the first such Regular Period and (2) the number of Regular Periods in any period of one year; and

- (B) the number of days in the relevant period falling within the second such Regular Period divided by the product of (1) the number of days in the second such Regular Period and (2) the number of Regular Periods in any period of one year.

"Regular Period" means each period from and including a Regular Date falling in any year to but excluding the next succeeding Regular Date.

"Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls [(excluding for this purpose [insert maturity date])].]

- (c) *Number of days:* For the purposes of this condition 4, the number of days in any period shall be calculated on the basis of actual calendar days from and including the first day of the relevant period to but excluding the last day of the relevant period.

5. Redemption, Early Redemption and Purchase

- (a) *Scheduled redemption:* Unless previously redeemed /purchased and cancelled, the Notes will be redeemed at their principal amount on [insert maturity date] [the Interest Payment Date falling in [insert month and year]], subject as provided in condition 6 (*Payments*).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part, [at any time] [on any Interest Payment Date], on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be

Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen, in Höhe des Vorzeitigen Rückzahlungsbetrages (Steuern), zusammen mit den gegebenenfalls aufgelaufenen Zinsen bis zu dem für die Rückzahlung vorgesehenen Tag zurückgezahlt werden, wenn[:]

[(A)] (1) die Anleiheschuldnerin infolge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der [Bundesrepublik Deutschland] [oder gegebenenfalls der Niederlande] oder einer Gebietskörperschaft oder einer dazugehörigen Behörde, die die Befugnis zur Besteuerung hat, oder infolge einer Änderung der Anwendung oder offiziellen Auslegung derartiger Gesetze und Vorschriften (einschließlich einer Entscheidung eines zuständigen Gerichts) verpflichtet wurde oder wird, zusätzliche Beträge gemäß Bedingung 7 (*Besteuerung*) zu zahlen, und diese Änderung oder Ergänzung an oder nach dem [*Datum des Zahltages einsetzen*] in Kraft tritt, und (2) die Anleiheschuldnerin durch angemessene und ihr zur Verfügung stehende Maßnahmen diese Verpflichtung nicht vermeiden kann [; oder

[(B)] (1) die Garantin infolge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der Bundesrepublik Deutschland oder einer Gebietskörperschaft oder einer dazugehörigen Behörde, die die Befugnis zur Besteuerung hat, oder infolge einer Änderung der Anwendung oder offiziellen Auslegung derartiger Gesetze und Vorschriften (einschließlich einer Entscheidung eines zuständigen Gerichts) verpflichtet wurde oder wird (sofern unter der Garantie für die Teilschuldverschreibungen eine Inanspruchnahme erfolgen würde), zusätzliche Beträge gemäß Bedingung 7 (*Besteuerung*) zu zahlen, und diese Änderung oder

irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if[:]

[(A)] (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the [Federal Republic of Germany] [or The Netherlands, as the case may be,] or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after [*insert date of issue*]; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it[; or

[(B)] (1) the Guarantor has or (if a demand was made under the Guarantee) would become obliged to pay additional amounts as provided or referred to in condition 7 (*Taxation*) 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 any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after [*insert date of issue*]; and

Ergänzung an oder nach dem [*Datum des Zahltages einsetzen*] in Kraft tritt, und (2) die Garantin durch angemessene und ihr zur Verfügung stehende Maßnahmen diese Verpflichtung nicht vermeiden kann],

(2) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it],

wobei eine solche Mitteilung über die Rückzahlung nicht früher gegeben wird als

provided, however, that no such notice of redemption shall be given earlier than

[Text, der anwendbar ist, wenn die Teilschuldverschreibungen jederzeit zurückgezahlt werden können

[Text applicable where Notes may be redeemed at any time

90 Tage vor dem frühestmöglichen Termin, an dem die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen oder solche Abzüge oder Einbehalte von Kapital und Zinsen in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] vorzunehmen. Außerdem muss zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zur Vornahme der genannten Abzüge oder Einbehalte noch wirksam sein, wenn eine Zahlung in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] dann fällig wäre.]

90 days prior to the earliest date on which the Issuer [or the Guarantor (as applicable)] would be obliged to pay such additional amounts or to make such withholdings or deductions from principal and interest in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the Notes]. In addition, at the time that the relevant notice is given the obligation to pay additional amounts or to make such withholdings or deductions must still be in effect, assuming that a payment in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the Notes] were then due.]

[Text, der anwendbar ist, wenn die Teilschuldverschreibungen nur am Zinszahlungstag zurückgezahlt werden können

[Text applicable where Notes may be redeemed only on Interest Payment Date

60 Tage vor dem Zinszahlungstag, der unmittelbar vor dem frühesten Zeitpunkt liegt, an dem die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen oder solche Abzüge oder Einbehalte von Kapital und Zinsen in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] vorzunehmen. Außerdem muss zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zur Vornahme der genannten Abzüge oder Einbehalte noch wirksam sein,

60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer [or the Guarantor (as applicable)] would be obliged to pay such additional amounts or to make such withholdings or deductions from principal or interest in respect of the Notes [or (as the case may be) a demand under the Guarantee]. In addition, at the time that the relevant notice is given the obligation to pay additional amounts or to make such withholdings or deductions must still be in effect, assuming that a payment in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the

wenn eine Zahlung in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] dann fällig wäre.]

Vor Veröffentlichung einer Rückzahlungs-bekanntmachung gemäß dieses Abschnitts wird die Anleiheschuldnerin [oder gegebenenfalls die Garantin] dem Fiscal Agent (1) eine von der Anleiheschuldnerin [oder gegebenenfalls von der Garantin] unterschriebene Bestätigung des Inhalts, dass die Anleiheschuldnerin [oder gegebenenfalls die Garantin] berechtigt ist, eine derartige Rückzahlung durchzuführen, und eine Darlegung des Sachverhalts, die aufzeigt, dass die vorhergehenden Bedingungen für das Recht der Anleiheschuldnerin [oder gegebenenfalls der Garantin], in dieser Form zurückzuzahlen, eingetreten sind, und (2) ein Rechtsgutachten eines unabhängigen Rechtsberaters von anerkanntem Ruf mit der Aussage, dass die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet wurde oder wird, solche zusätzlichen Beträge als Ergebnis einer derartigen Änderung oder Ergänzung zu zahlen, vorlegen. Nach Ablauf der Kündigungsfrist gemäß dieser Bedingung 5(b) ist die Anleiheschuldnerin [oder gegebenenfalls die Garantin] daran gebunden, die Teilschuldverschreibungen in Übereinstimmung mit dieser Bedingung 5(b) zurückzuzahlen.

„Vorzeitiger Rückzahlungsbetrag (Steuern)“ ist in Bezug auf jede Teilschuldverschreibung ihr Kapitalbetrag.

Notes] were then due.]

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer [or the Guarantor (as applicable)] shall deliver to the Fiscal Agent (1) a certificate signed by the Issuer [or the Guarantor (as applicable)] stating that the Issuer [or the Guarantor (as applicable)] is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer [or the Guarantor (as applicable)] so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer [or the Guarantor (as applicable)] has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this condition 5(b), the Issuer [or the Guarantor (as applicable)] shall be bound to redeem the Notes in accordance with this condition 5(b).

"Early Redemption Amount (Tax)" means, in respect of any Note, its principal amount.

[Text für die Call-Option

(c) *Rückzahlung nach Wahl der Anleiheschuldnerin:* Die Teilschuldverschreibungen können nach Wahl der Anleiheschuldnerin im Ganzen [oder teilweise] an einem Optionalen Rückzahlungstag (Call) mit dem maßgeblichen Optionalen Rückzahlungsbetrag (Call) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] aufgrund einer schriftlichen Kündigung der Anleiheschuldnerin gegenüber den Anleihegläubigern mit einer Frist von

[Text for call option

(c) *Redemption at the option of the Issuer:* The Notes may be redeemed at the option of the Issuer in whole [or in part] on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) [plus accrued interest (if any) to such date] on the Issuer's giving not less than [20][30] nor more than [60][90] days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the relevant Notes on the relevant

nicht weniger als [20][30] und nicht mehr als [60][90] Tagen zurückgezahlt werden (diese Kündigung ist unwiderruflich und verpflichtet die Anleiheschuldnerin, die maßgeblichen Teilschuldverschreibungen an dem maßgeblichen Optionalen Rückzahlungstag (Call) mit dem Optionalen Rückzahlungsbetrag (Call) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] zurückzuzahlen).

Optional Redemption Date (Call) at the Optional Redemption Amount (Call) [plus accrued interest (if any) to such date]).

[Falls die Call-Option teilweise ausgeübt werden kann einfügen:]

[If the call option may be exercised in part, insert:]

Wenn die Teilschuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Teilschuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing-Systems ausgewählt. *[Falls die Teilschuldverschreibungen in Form einer NGN begeben wurden, einfügen:]* Die teilweise Rückzahlung wird in den Registern von Clearstream, Luxembourg und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

In the case of a partial redemption of the Notes, the Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. *[If the Notes are issued in NGN form, insert:]* Such partial redemption shall be reflected in the records of Clearstream, Luxembourg and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of Clearstream, Luxembourg and Euroclear.]]

„Optionaler Rückzahlungsbetrag (Call)“ ist in Bezug auf jede Teilschuldverschreibung [ihr Kapitalbetrag] *[Optionalen Rückzahlungsbetrag (Call) einfügen. Dieser Betrag muss jedoch über dem Kapitalbetrag liegen]* [(i) der Rückzahlungsbetrag zuzüglich etwaiger bis zu dem Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen oder (ii), falls höher, der Abgezinste Marktwert der Teilschuldverschreibungen. Der **„Abgezinste Marktwert“** einer Teilschuldverschreibung wird von *[maßgebliche Person einfügen]* (die **„Berechnungsstelle“**, dieser Begriff schließt jede nachfolgende Berechnungsstelle ein, die von Zeit zu Zeit in Zusammenhang mit den Teilschuldverschreibungen bestimmt worden ist) errechnet und entspricht dem abgezinsten Wert der Summe des Nennbetrages der Teilschuldverschreibungen und der verbleibenden Zinszahlungen bis zum *[Fälligkeitstag einfügen]*. Der abgezinste Wert wird von der Berechnungsstelle errechnet, indem der Nennbetrag der

„Optional Redemption Amount (Call)“ means, in respect of any Note, [its principal amount] *[insert relevant Optional Redemption Amount (Call). However, such amount must be higher than the principal amount]* [shall be the higher of (i) its Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date and (ii) the Present Value. The **„Present Value“** will be calculated by *[insert relevant agent]* (the **„Calculation Agent“**, which expression includes any successor calculation agent appointed from time to time in connection with the Notes) by discounting the sum of the principal amount of a Note and the remaining interest payments to *[insert Maturity Date]* on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Comparable Benchmark Yield plus

Teilschuldverschreibungen und die verbleibenden Zinszahlungen bis zum [Fälligkeitstag einfügen] auf einer jährlichen Basis, bei Annahme eines 365-Tage-Jahres bzw. eines 366-Tage-Jahres und der tatsächlichen Anzahl von Tagen, die in einem solchen Jahr abgelaufen sind, unter Anwendung der Vergleichbaren Benchmark Rendite zuzüglich [Prozentsatz einfügen]% abgezinst werden. Die „**Vergleichbare Benchmark Rendite**“ bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite der entsprechenden [Euro-Referenz-Anleihe der Bundesrepublik Deutschland] [durch HM Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs] [Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft] [Referenz-U.S. Staatsanleihe (US Treasury debt security) in USD] [●] [unter Angabe folgender Einzelheiten: ISIN oder andere Wertpapierkennung, basierend auf dem Referenzpreis für diese Referenz-Anleihe an diesem Tag, wie um oder gegen 12:00 Uhr mittags (Frankfurter Zeit) an diesem Tag auf der Bloomberg Seite [ISIN] Govt HP (unter Nutzung der Einstellung "Fixing Price" und der Preisquelle "FRNK") abgelesen, oder wie von einer anderen, durch die Berechnungsstelle festgelegten, Quelle hergeleitet oder veröffentlicht] oder sollte die Rendite zu diesem Zeitpunkt nicht verfügbar sein, bezeichnet die Vergleichbare Benchmark-Rendite eine ersetzende Referenzanleihe, die von der Berechnungsstelle festgesetzt wird, jeweils mit einer Laufzeit, die mit der verbleibenden Laufzeit der Teilschuldverschreibung bis zum [Fälligkeitstag einfügen] vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktpraxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum [Fälligkeitstag einfügen] der Teilschuldverschreibung vergleichbaren Laufzeit verwendet werden würde].

„**Optionaler Rückzahlungstag (Call)**“ ist [Datum einsetzen][der Tag, der in der Kündigungsmittelteilung der Emittentin bestimmt wird und der nicht weniger als 30 Tage und nicht mehr als 90 Tage nach dem

[insert percentage]%. "**Comparable Benchmark Yield**" means the yield at the Redemption Calculation Date on the corresponding [euro denominated benchmark debt security of the Federal Republic of Germany] [UK government Sterling denominated benchmark debt security issued by H.M. Treasury] [Swiss franc denominated benchmark federal bond of the Swiss Confederation] [USD denominated benchmark U.S. Treasury debt security] [●] [specifying the following details: ISIN or other securities code, based on the reference price for such benchmark security on such day, as observed at or about noon (Frankfurt time) on such date on Bloomberg page [ISIN] Govt HP (using the setting "Fixing Price" and the pricing source "FRNK"), or as derived or published by such other source as determined by the Calculation Agent], and if such yield is not available at that time the Comparable Benchmark Yield shall be the yield of a substitute benchmark security chosen by the Calculation Agent, in each case as having a maturity comparable to the remaining term of the Note to [insert Maturity Date], that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to [insert Maturity Date]].

"**Optional Redemption Date (Call)**" means [insert date][the date as specified in the Issuer's termination notice and which shall be not less than 30 days nor more than 90 days after the

Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf].]

date on which notice is given by the Issuer to the Holders].]

[Text für die Call-Option im Falle des Eintritts eines Transaktions-Ereignisses

[Text for call option in the case of a Transaction Trigger Event

([●]) *Rückzahlung nach Wahl der Anleiheschuldnerin im Falle des Eintritts eines Transaktions-Ereignisses:* Die Teilschuldverschreibungen können im Falle des Eintritts eines Transaktions-Ereignisses im Ganzen an einem Rückzahlungstag (Trigger) mit dem maßgeblichen Rückzahlungsbetrag (Trigger) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] aufgrund einer schriftlichen Kündigung der Anleiheschuldnerin gegenüber den Anleihegläubigern [*falls ein Transaktions-Stichtag anwendbar ist, einfügen: bis zum [Transaktions-Stichtag einfügen]* und] mit einer Frist von nicht weniger als [20][30] und nicht mehr als [60][90] Tagen nach dem Tag der Mitteilung des Eintritts eines Transaktions-Ereignisses durch die Anleiheschuldnerin zurückgezahlt werden (diese Kündigung ist unwiderruflich und verpflichtet die Anleiheschuldnerin, die Teilschuldverschreibungen an dem maßgeblichen Rückzahlungstag (Trigger) mit dem Rückzahlungsbetrag (Trigger) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] zurückzuzahlen).

([●]) *Redemption at the option of the Issuer in the case of a Transaction Trigger Event:* In the case of a Transaction Trigger Event, the Notes may be redeemed in whole on a Redemption Date (Trigger) at the relevant Redemption Amount (Trigger) [plus accrued interest (if any) to such date] upon written notice by the Issuer to the Noteholders [*in case of a Transaction Trigger Cut-off Date, insert: no later than [insert Transaction Trigger Cut-off Date]* and] not less than [20][30] nor more than [60][90] days after the date of notice by the Issuer of the occurrence of a Transaction Trigger Event (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Redemption Date (Trigger) at the Redemption Amount (Trigger) [plus accrued interest (if any) to such date]).

Dabei gilt:

Whereby:

„**Rückzahlungsbetrag (Trigger)**“ bezeichnet [den Nennbetrag der Teilschuldverschreibung] [*Währung und Rückzahlungsbetrag*] pro Teilschuldverschreibung].

"**Redemption Amount (Trigger)**" means [the Specified Denomination per Note] [*insert currency and redemption amount*] per Note].

„**Rückzahlungstag (Trigger)**“ bezeichnet den Tag, der für die Rückzahlung der Teilschuldverschreibungen gemäß § 5([●]) (*Rückzahlung nach Wahl der Anleiheschuldnerin im Falle des Eintritts eines Transaktions-Ereignisses*) festgesetzt wurde.

"**Redemption Date (Trigger)**" means the date fixed for redemption of the Notes pursuant to § 5([●]) (*Redemption at the option of the Issuer in the case of a Transaction Trigger Event*).

„**Transaktion**“ bezeichnet [*Beschreibung der geplanten Transaktion für deren Finanzierung die Teilschuldverschreibungen begeben werden*].

"**Transaction**" means [*insert description of envisaged transaction for which the Notes are intended to be issued for refinancing purposes*].

„**Transaktions-Ereignis**“ bezeichnet die Mitteilung der Anleiheschuldnerin an die

"**Transaction Trigger Event**" means a notice given by the Issuer to the

Anleihegläubiger gemäß § 13, dass die Transaktion vor ihrem Abschluss abgebrochen wurde.

[Falls der Anleihegläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Anleiheschuldnerin steht dieses Wahlrecht nicht in Bezug auf eine Teilschuldverschreibung zu, deren Rückzahlung bereits der Anleihegläubiger in Ausübung seines Wahlrechts nach § 5(●) (Rückzahlung nach Wahl der Anleihegläubiger) verlangt hat.]

Holder in accordance with § 13 that the Transaction has been terminated prior to completion.

[If the Notes are subject to Early Redemption at the Option of the Holder, the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 5 (●) (Redemption at the option of Noteholders).]

[Text für die Put-Option

[Text for put option

[(●)] Rückzahlung nach Wahl der Anleihegläubiger: Die Anleiheschuldnerin wird nach Wahl der Anleihegläubiger deren Teilschuldverschreibungen an einem Optionalen Rückzahlungstag (Put), der in einer betreffenden Put-Options-Mitteilung näher erläutert ist, zu einem maßgeblichen Optionalen Rückzahlungsbetrag (Put), zusammen mit den gegebenenfalls bis zu diesem Tag aufgelaufenen Zinsen, zurückzahlen. Zur Ausübung der in dieser Bedingung 5[(d)] beschriebenen Option muss der Anleihegläubiger einen Nachweis über die Berechtigung aus der entsprechenden Teilschuldverschreibung nicht weniger als 30 und nicht mehr als 60 Tage vor dem betreffenden Optionalen Rückzahlungstag (Put) bei einer Zahlstelle hinterlegen, zusammen mit einer ordnungsgemäß ergänzten Put-Options-Mitteilung in der Form, die bei jeder Zahlstelle erhältlich ist. Die Zahlstelle, bei der der Nachweis über die Berechtigung aus der Teilschuldverschreibung in dieser Weise hinterlegt ist, gibt dem hinterlegenden Anleihegläubiger eine ordnungsgemäß ausgefertigte Put-Options-Empfangsbescheinigung. Ein Nachweis über die Berechtigung aus einer Teilschuldverschreibung, der in Übereinstimmung mit dieser Bedingung 5[(d)] einmal mit einer ordnungsgemäß ergänzten Put-Options-Mitteilung hinterlegt wurde, kann nicht zurückgefordert werden. Wird jedoch

*[(●)] Redemption at the option of Noteholders: The Issuer shall, at the option of the holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this condition 5[(d)], the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent a proof of entitlement to such Note and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a proof of entitlement to a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No proof of entitlement to a Note, once deposited with a duly completed Put Option Notice in accordance with this condition 5[(d)], may be withdrawn, *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption amounts is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address*

eine derartige Teilschuldverschreibung vor dem betreffenden Optionalen Rückzahlungstag (Put) vorzeitig fällig und zahlbar oder bei rechtzeitiger Vorlegung einer solchen Teilschuldverschreibung am betreffenden Optionalen Rückzahlungstag (Put) die Zahlung der Rückzahlungsbeträge unberechtigt zurückgehalten oder verweigert, benachrichtigt die betreffende Zahlstelle den Hinterleger per Post, gerichtet an die Adresse, die von dem Anleihegläubiger in der betreffenden Put-Options-Mitteilung angegeben wurde.

„Empfangsbestätigung für eine Put-Option“ ist eine von der Zahlstelle ausgestellte Empfangsbestätigung für den Anleihegläubiger, der das Recht auf Rückzahlung einer Teilschuldverschreibung nach seiner Wahl ausüben will.

„Mitteilung über eine Put-Option“ ist eine Mitteilung, die der Zahlstelle von jedem Anleihegläubiger übersandt werden muss, der das Recht auf Rückzahlung einer Teilschuldverschreibung nach seiner Wahl ausüben will.

„Optionaler Rückzahlungsbetrag (Put)“ ist in Bezug auf jede Teilschuldverschreibung [ihr Kapitalbetrag] [Optionalen Rückzahlungsbetrag (Put) einfügen. Dieser Betrag muss jedoch über dem Kapitalbetrag liegen].

„Optionaler Rückzahlungstag (Put)“ ist [Datum einsetzen].]

[[[•]]] *Keine sonstige Rückzahlung:* Die Anleiheschuldnerin ist nicht berechtigt, die Teilschuldverschreibungen in einer anderen Form zurückzuzahlen, als es in den oben angeführten Abschnitten (a) bis [(d)] vorgegeben ist.

[[[•]]] *Kauf:* Die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften können zu jeder Zeit auf dem offenen Markt oder anderweitig und zu jedem Preis Teilschuldverschreibungen kaufen.

as may have been given by such Noteholder in the relevant Put Option Notice.

"Put Option Receipt" means a receipt issued by a Paying Agent to a Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder.

"Put Option Notice" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder.

"Optional Redemption Amount (Put)" means, in respect of any Note, [its principal amount] [insert relevant Optional Redemption Amount (Put)]. However, such amount must be higher than the principal amount].

"Optional Redemption Date (Put)" means [insert date].]

[[[•]]] *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to [(d)] above.

[[[•]]] *Purchase:* The Issuer[, the Guarantor] or any of [[its] [their] respective] Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.

6. Zahlungen

- (a) *Zahlungen an Anleihegläubiger:* Zahlungen in Bezug auf die Teilschuldverschreibungen erfolgen gegen Vorlegung der Teilschuldverschreibungen bei der benannten Geschäftsstelle einer Zahlstelle außerhalb der Vereinigten Staaten an oder an Order des/der jeweiligen Clearing System(s)(e) zu Gunsten der Anleihegläubiger durch Überweisung auf ein von diesen angegebenes Konto.
- (b) *Zahlungen unterliegen Steuergesetzen:* Alle Zahlungen auf die Teilschuldverschreibungen unterliegen in allen Fällen am Zahlungsort den anwendbaren Steuer- oder anderen Gesetzen und Vorschriften, unbeschadet der Bestimmungen der Bedingung 7 (*Besteuerung*). Den Anleihegläubigern werden von keiner Zahlstelle Provisionen oder Kosten auf solche Zahlungen belastet.
- (c) *Zahlungen an Zahlungstagen:* Ist der Fälligkeitstag für die Zahlung eines Betrages auf die Teilschuldverschreibungen am Ort der Vorlegung kein Zahlungstag, hat der Anleihegläubiger erst am nächstfolgenden Zahlungstag an diesem Ort einen Anspruch auf Auszahlung. Der Anspruch auf Zahlung zusätzlicher Zins- oder anderer Beträge aufgrund einer solchen späteren Auszahlung ist ausgeschlossen.

„Zahlungstag“ ist

[Text für die Option Euro

jeder Tag, der ein TARGET-Abrechnungstag ist[, und an dem Geschäfte in ausländischen Währungen durchgeführt werden in jedem Zusätzlichen Finanzzentrum].

„TARGET-Abrechnungstag“ ist jeder Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET 2) oder jedes Nachfolgesystem („TARGET“) in Betrieb ist.]

6. Payments

- (a) *Payments to Noteholders:* Payments in respect of the Notes shall be made against presentation of the Notes at the specified office of any Paying Agent outside the United States to or to the order of the relevant clearing system(s) for the account of the Noteholders by transfer to an account specified by them.
- (b) *Payments subject to fiscal laws:* All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of condition 7 (*Taxation*). No commissions or expenses shall be charged by any Paying Agent to the Noteholders in respect of such payments.
- (c) *Payments on payment business days:* If the due date for payment of any amount in respect of any Note is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

"Payment Business Day" means

[Text for the option Euro

any day which is TARGET Settlement Day [and a day on which dealings in foreign currencies may be carried on in each Additional Financial Centre].

"TARGET Settlement Day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer system 2 (TARGET 2) or any successor system thereto ("TARGET") is operating.]

[Text für die Option sonstige Währung

[Text for option other currencies

jeder Tag, an dem im Finanzzentrum der Währung, in welcher die Zahlung vorgenommen wird, [und in jedem Zusätzlichen Finanzzentrum] Geschäfte in ausländischen Währungen ausgeführt werden dürfen.

any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment [and in each Additional Financial Centre].

[„Zusätzliche(s) Finanzzentrum(en)“ ist [Stadt oder Städte angeben].]

[“Additional Financial Centre(s)” means [specify city or cities].]

7. Besteuerung

7. Taxation

(a) *Bruttoertrag*: Alle Zahlungen von Kapital und Zinsen durch die (oder im Namen der) Anleiheschuldnerin [oder die Garantin] auf die Teilschuldverschreibungen erfolgen ohne Einbehalt oder Abzug an der Quelle von irgendwelchen Steuern, Gebühren oder Abgaben, die von oder in der Bundesrepublik Deutschland [oder gegebenenfalls von oder in den Niederlanden] oder irgendeiner ihrer Gebietskörperschaften oder Behörden mit Steuerhoheit erhoben werden, sofern nicht eine solche Einbehaltung oder ein Abzug gesetzlich vorgeschrieben ist. In diesem Fall wird die Anleiheschuldnerin [oder gegebenenfalls die Garantin] zusätzliche Beträge zahlen, was dazu führt, dass die Anleihegläubiger die Beträge erhalten, die sie auch erhalten hätten, wenn keine solche Einbehaltung oder kein solcher Abzug vorgenommen worden wäre, mit der Ausnahme, dass keine zusätzlichen Beträge zu zahlen sind:

(a) *Gross up*: All payments of principal and interest in respect of the Notes by or on behalf of the Issuer [or the Guarantor] shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed at source by or in the Federal Republic of Germany [or The Netherlands, as the case may be,] or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer [or the Guarantor (as applicable)] shall pay such additional amounts as will result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable:

- (i) im Zusammenhang mit jeder Zahlung auf jede Teilschuldverschreibung, die auf andere Weise als durch Abzug oder Einbehalt an der Quelle aus Zahlungen von Kapital oder Zinsen zu entrichten sind;
- (ii) wenn der entsprechende Anleihegläubiger aufgrund seiner Verbindungen zur Bundesrepublik Deutschland [oder gegebenenfalls den Niederlanden], die über den

- (i) in relation to any payment in respect of any Note which is to be paid on payments of principal or interest by any means other than withholding at source or deduction at source;
- (ii) if the relevant Noteholder is liable to such taxes, duties, assessments or governmental charges by reason of its having some connection with the Federal

reinen Besitz der Teilschuldverschreibung hinausgehen, zu irgendwelchen Steuern, Gebühren oder Abgaben veranlagt wird;

- (iii) wenn ein solcher Einbehalt oder Abzug hinsichtlich einer Zahlung an eine Einzelperson erhoben wird und dies entsprechend der Richtlinie 2003/48/EG der Europäischen Union oder einer anderen Richtlinie, welche die Beschlüsse des Treffens des ECOFIN-Rats vom 26. bis 27. November 2000 über die Besteuerung von Kapitaleinkünften umsetzt, oder entsprechend jeder anderen Rechtsnorm, welche diese Richtlinie umsetzt oder mit dieser übereinstimmt oder erlassen wird, um dieser Richtlinie zu entsprechen, erforderlich ist;
- (iv) hinsichtlich jeder Teilschuldverschreibung, die durch oder für einen Inhaber zur Zahlung vorgelegt wird, der in der Lage gewesen wäre, einen solchen Einbehalt oder Abzug durch Vorlegung der jeweiligen Teilschuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der EU zu vermeiden;
- (v) wenn die Teilschuldverschreibung zur Zahlung mehr als 30 Tage nach dem Maßgeblichen Tag vorgelegt wird, ausgenommen in dem Umfang, in dem der betreffende Inhaber zu solchen zusätzlichen Beträgen berechtigt wäre, wenn er die Teilschuldverschreibung am letzten Tag dieses Zeitraums von 30 Tagen vorgelegt hätte;
- (vi) wenn der Abzug oder Einbehalt aufgrund oder in Auswirkung oder als Ergebnis eines internationalen Vertrages, dem die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] beigetreten ist, oder einer aufgrund eines solchen Vertrages ergangenen Direktive oder Ausführungsbestimmung vorgenommen wird; oder

Republic of Germany [or The Netherlands, as the case may be,] other than the mere holding of the relevant Note;

- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26–27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform, to such Directive;
- (iv) in respect of any Note presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the EU;
- (v) in respect of any Note presented for payment more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Note on the last day of such period of 30 days;
- (vi) in respect of any withholding or deduction pursuant to or as a consequence or result of an international treaty to which the Federal Republic of Germany [or The Netherlands, as the case may be,] is a party, or pursuant to a directive or implementing regulation adopted pursuant to such a treaty; or

(vii) wenn der Abzug oder Einbehalt im Fall einer Kombination der in den Absätzen (i) bis (vi) beschriebenen Fälle vorgenommen wird.

Die Bruttoertragsregelung dieser Bedingung 7(a) findet keine Anwendung in Bezug auf die deutsche Kapitalertragsteuer (inklusive der gegebenenfalls hierauf entfallenden Kirchensteuer), die nach dem deutschen Einkommensteuergesetz in seiner jeweils anzuwendenden Fassung abgezogen oder einbehalten wird, auch wenn der Abzug oder Einbehalt durch die Anleiheschuldnerin oder ihren Stellvertreter vorzunehmen ist, und den deutschen Solidaritätszuschlag oder jede andere Steuer, welche die deutsche Kapitalertragsteuer bzw. den Solidaritätszuschlag ersetzen oder erhöhen sollte.

Ungeachtet gegenteiliger Angaben in dieser Bedingung 7(a) sind weder die Anleiheschuldnerin noch die Garantin oder irgendeine Zahlstelle oder sonstige Person zur Zahlung zusätzlicher Beträge in Bezug auf jegliche Einbehalte oder Abzüge verpflichtet, die (i) von oder in Bezug auf jegliche Wertpapiere gemäß den Abschnitten 1471 bis 1474 des Code sowie den darunter erlassenen Verordnungen („**FATCA**“), gemäß den Gesetzen der Bundesrepublik Deutschland oder der Niederlande, zur Umsetzung von FATCA oder gemäß jeglichem Vertrag zwischen der Anleiheschuldnerin und/oder der Garantin und den Vereinigten Staaten oder einer Behörde der Vereinigten Staaten in Bezug auf FATCA oder gemäß eines Gesetzes der Bundesrepublik Deutschland, der Niederlande oder jeder anderen Jurisdiktion, die ein zwischenstaatliches Konzept in Bezug auf FATCA umsetzen, gemacht werden.

„**Maßgeblicher Tag**“ ist in Bezug auf jede Zahlung entweder (a) der Tag, an dem die betreffende Zahlung fällig wird oder (b) wenn der Fiscal Agent den gesamten, zahlbaren Betrag nicht an oder vor einem solchen Fälligkeitstag erhalten hat, der Tag, an dem eine entsprechende Mitteilung (über den Erhalt des gesamten Betrages) an die Anleihegläubiger gegeben wird, je nachdem, welcher der beiden Tage der spätere ist.

(vii) in respect of any withholding or deduction in the case of any combination of circumstances described in paragraphs (i) to (vi).

The gross-up obligation of this condition 7(a) does not apply to German withholding tax on interest income (*Kapitalertragsteuer*; including, if any, church tax) to be deducted or withheld pursuant to the German Income Tax Act in its applicable version even if the deduction or withholding has to be made by the Issuer or its representative, and the German Solidarity Surcharge (*Solidaritätszuschlag*) or any other tax which may substitute or increase the German *Kapitalertragsteuer* or *Solidaritätszuschlag*, as the case may be.

Notwithstanding anything to the contrary in this condition 7(a), none of the Issuers, the Guarantor, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction (i) imposed on or in respect of any Note pursuant to sections 1471 to 1474 of the Code and the regulations promulgated thereunder ("**FATCA**"), any law of the Federal Republic of Germany or The Netherlands implementing FATCA, or any agreement between the relevant Issuer and/or the Guarantor and the United States or any authority thereof entered into for FATCA purposes, or any law of the Federal Republic of Germany, The Netherlands or any other jurisdiction implementing an intergovernmental approach to FATCA.

"**Relevant Date**" means, in relation to any payment, the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

(b) Bedeutung von Kapital und Zinsen:

- (i) Jede Bezugnahme auf „Kapital“ schließt einen etwaigen Rückzahlungsbetrag, [etwaige gemäß Bedingung 4 (*Verspätete Zahlung des Rückzahlungsbetrages*) zusätzlich zahlbare Beträge,] etwaiges zu zahlendes Aufgeld auf eine Teilschuldverschreibung und jeden anderen gemäß diesen Bedingungen zahlbaren Betrag mit Kapitalcharakter ein.
- (ii) Jede Bezugnahme auf „Zinsen“ wird so behandelt, als schließe sie [alle gemäß Bedingung 4 (*Verspätete Zahlung des Rückzahlungsbetrages*) zusätzlich zahlbare Beträge auf Zinsen und] alle [anderen] gemäß diesen Bedingungen zu zahlenden Beträge mit Zinscharakter ein.

- (c) *Steuerhoheit:* Sofern die Anleihe-schuldnerin [oder die Garantin] zu irgendeinem Zeitpunkt einer anderen Steuerhoheit als der der Bundesrepublik Deutschland [oder gegebenenfalls der Niederlande] unterliegt, sind die Hinweise in diesen Bedingungen auf die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] als Hinweise auf die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] und/oder auf die jeweilige andere Steuerhoheit anzusehen.

8. Kündigungsgründe für die Anleihegläubiger

Wenn eines der folgenden Ereignisse auftritt und andauert:

- (a) *Nichtzahlung:* die Anleiheschuldnerin zahlt den jeweiligen Kapitalbetrag der Teilschuldverschreibungen am Fälligkeitstag für die Zahlung von Kapital nicht oder entrichtet nicht den jeweiligen Zinsbetrag in Bezug auf die Teilschuldverschreibungen innerhalb von 10 Tagen nach dem Fälligkeitstag für die Zahlung von Zinsen; oder

(b) Meaning of principal and interest:

- (i) Any reference to "principal" shall include any redemption amount, [any additional amounts in respect of principal which may be payable under condition 4 (*Late Payment of Redemption Amount*),] any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these conditions.
- (ii) Any reference to "interest" shall be deemed to include [any additional amounts in respect of interest which may be payable under condition 4 (*Late Payment of Redemption Amount*) and] any [other] amount in the nature of interest payable pursuant to these conditions.

- (c) *Taxing jurisdiction:* If the Issuer [or the Guarantor] becomes subject at any time to any taxing jurisdiction other than the Federal Republic of Germany [or The Netherlands, as the case may be], references in these conditions to The Federal Republic of Germany [or The Netherlands, as the case may be,] shall be construed as references to the Federal Republic of Germany [or The Netherlands, as the case may be] and/or such other jurisdiction.

8. Events of Default

If any of the following events occurs and is continuing:

- (a) *Non-payment:* the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 10 days of the due date for payment thereof; or

- (b) *Verletzung sonstiger Verpflichtungen:* die Anleiheschuldnerin [oder die Garantin] gerät bei der Erfüllung und Einhaltung ihrer sonstigen wesentlichen Verpflichtungen unter den Teilschuldverschreibungen [oder gegebenenfalls unter der Garantie oder der Verpflichtungserklärung] in Verzug, und ein derartiger Verzug dauert länger als 30 Tage, nachdem hierüber eine schriftliche Mitteilung eines Anleihegläubigers, adressiert an die Anleiheschuldnerin [und die Garantin], der Anleiheschuldnerin [und der Garantin] zugestellt wurde; oder
- (b) *Breach of other obligations:* the Issuer [or the Guarantor] defaults in the performance or observance of any of its other obligations in any material respect under the Notes [or (as the case may be) the Guarantee or the Undertaking] and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer [and the Guarantor] by any Noteholder, has been delivered to the Issuer [and the Guarantor]; or
- (c) *Drittverzug der Anleiheschuldnerin[, der Garantin] oder einer Tochtergesellschaft:*
- (c) *Cross-default of Issuer[, Guarantor] or Subsidiary:*
- (i) eine wie in Bedingung 3[(d)] definierte Verbindlichkeit der Anleiheschuldnerin[, der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften (wie in Bedingung 3 [(d)] definiert) wird bei Fälligkeit oder gegebenenfalls innerhalb einer ursprünglich vereinbarten und anwendbaren Nachfrist nicht beglichen;
- (i) any Indebtedness (as defined in condition 3[(d)) of the Issuer[, the Guarantor] or any of [its/their respective] Subsidiaries (as defined in condition 3 [(d)] is not paid when due or (as the case may be) within any originally agreed and applicable grace period;
- (ii) eine derartige Verbindlichkeit wird aufgrund einer Nicht- oder Schlechterfüllung der Anleiheschuldnerin [der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften vor ihrem ursprünglich angegebenen Fälligkeitstermin bzw. vor Ablauf einer gewährten Nachfrist fällig und zahlbar; oder
- (ii) any such Indebtedness becomes due and payable prior to its original stated maturity or prior to the expiry of any further period for performance (Nachfrist) that may be granted as a result of non-performance (Nichterfüllung) or defective performance (Schlechterfüllung) by the Issuer [the Guarantor] or any of [its/their respective] Subsidiaries; or
- (iii) die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften versäumen es, innerhalb von 10 Tagen aus einer fällig gewordenen Garantieverpflichtung Zahlung für eine Verbindlichkeit zu leisten, es sei denn, die Anleiheschuldnerin [oder gegebenenfalls die Garantin] bestreitet in gutem Glauben, dass die Zahlungsverpflichtung besteht oder
- (iii) the Issuer[, the Guarantor] or any of [its/their respective] Subsidiaries fails to pay within 10 days of the due date any amount payable by it under any guarantee of Indebtedness unless the Issuer [or, as the case may be, the Guarantor] is disputing in good faith that it is obliged to make such payment or that such payment is due or that such guarantee has been properly

fällig ist bzw. die Garantie-
verpflichtung berechtigterweise
geltend gemacht wird;

vorausgesetzt, dass der Betrag der
Verbindlichkeiten, auf die unter (i)
und/oder unter (ii) Bezug genommen
wird und/oder der unter einer
Garantieverpflichtung zahlbare Betrag,
auf den unter (iii) Bezug genommen wird,
einzeln oder insgesamt EUR 75.000.000
(oder den Gegenwert in einer oder
mehreren Währung(en)) übersteigt; oder

(d) *Nicht erfülltes Urteil:* ein(e) oder mehrere
Urteil(e) oder Verfügung(en), gegen
das/die nach dem anwendbaren Recht
keine weiteren Berufungen oder
gerichtliche Überprüfungen zulässig sind,
wird/werden gegen die Anleihe-
schuldnerin [, die Garantin] oder ihre
[jeweiligen] Tochtergesellschaften für
Zahlungen in einem Gesamtbetrag
erwirkt, der EUR 75.000.000 (oder den
Gegenwert in einer oder mehreren
Währung(en)) übersteigt, und dieser
Betrag wird in einem Zeitraum von
30 Tagen nach Rechtskraft, oder, falls
das/ die Urteil(e) oder die Verfügung(en)
einen späteren Zahlungstermin
vorsieht/vorsehen, bis zu diesem
benannten Zahlungstag, nicht bezahlt
oder die Zahlungsaufforderung nicht
ausgesetzt wird; oder

(e) *Insolvenz, usw.:* (i) gegen die
Anleiheschuldnerin [, die Garantin] oder
eine ihrer [jeweiligen]
Tochtergesellschaften, deren Bilanz-
summe jeweils ein Prozent der
konsolidierten Bilanzsumme der METRO
GROUP übersteigt, wird ein Insolvenz-
oder Vergleichsverfahren (oder ähnliches
Verfahren) gerichtlich eröffnet, das nicht
innerhalb von 20 Tagen nach dessen
Eröffnung aufgehoben oder ausgesetzt
worden ist; oder (ii) die
Anleiheschuldnerin[, die Garantin] oder
eine ihrer [jeweiligen]
Tochtergesellschaften, deren Bilanz-
summe jeweils ein Prozent der
konsolidierten Bilanzsumme der METRO
GROUP übersteigt, beantragt ein solches
Verfahren oder stellt ihre Zahlungen ein

demanded;

provided that the amount of
Indebtedness referred to in sub-
paragraph (i) and/or sub-paragraph (ii)
above and/or the amount payable
under any guarantee referred to in
sub-paragraph (iii) above individually
or in the aggregate exceeds
EUR 75,000,000 (or its equivalent in
any other currency or currencies); or

(d) *Unsatisfied judgment:* one or more
judgment(s) or order(s) from which no
further appeal or judicial review is
permissible under applicable law for
the payment of an aggregate amount in
excess of EUR 75,000,000 (or its
equivalent in any other currency or
currencies) is/are rendered against the
Issuer[, the Guarantor] or any of
[its/their respective] Subsidiaries and
continue(s) unsatisfied and unstayed
for a period of 30 days after the date(s)
on which it or they become(s) final or,
if later, the date therein specified for
payment; or

(e) *Insolvency etc:* (i) insolvency or
bankruptcy proceedings (or similar
proceedings) are commenced by any
court of law against the Issuer[, the
Guarantor] or any of [[its] [their]
respective] Subsidiaries, the total
assets of which exceed one per cent. of
the consolidated total assets of the
METRO GROUP, and are not
dismissed or stayed within 20 days of
their commencement; or (ii) the
Issuer[, the Guarantor] or any of [[its]
[their] respective] Subsidiaries, the
total assets of which exceed one per
cent. of the consolidated total assets of
the METRO GROUP, applies for such
proceedings to be commenced or
declares a cessation of payments or
proposes a general composition with

oder bietet einen generellen Vergleich mit der Gesamtheit ihrer Gläubiger an; oder (iii) die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP übersteigt, stellt ihren gesamten Betrieb oder einen wesentlichen Teil des Betriebes ein oder kündigt die Einstellung ihres gesamten oder eines wesentlichen Teils ihres Betriebes an oder verkauft oder verfügt über alle ihre Vermögenswerte oder einen wesentlichen Teil davon und (A) verringert damit wesentlich den Wert ihrer Vermögenswerte und (B) aus diesem Grund wird es wahrscheinlich, dass die Anleiheschuldnerin [oder die Garantin] ihre Zahlungsverpflichtungen gegenüber den Anleihegläubigern nicht erfüllt (ausgenommen im Falle einer Tochtergesellschaft der Anleiheschuldnerin [oder einer Tochtergesellschaft der Garantin] zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist); oder

- (f) *Abwicklung usw.:* eine Verfügung oder ein rechtswirksamer Beschluss ergeht über die Abwicklung, Liquidation oder Auflösung der Anleiheschuldnerin[, der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP übersteigt, ausgenommen (i) im Falle einer Tochtergesellschaft der Anleiheschuldnerin [oder einer Tochtergesellschaft der Garantin] zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist; oder (ii) im Falle der Anleiheschuldnerin [und gegebenenfalls der Garantin], zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist, und die neue Gesellschaft (im Falle der Anleiheschuldnerin) übernimmt alle Verpflichtungen, die sich aus diesen Bedingungen und dem Issue and Paying Agency Agreement ergeben[, und (im Falle der Garantin), dass sie alle

all its creditors; or (iii) the Issuer[, the Guarantor] or any of [[its] [their] respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, ceases or announces its intention to cease to carry on all or a substantial part of its business operations or sells or disposes of its assets or a substantial part thereof and (A) thereby diminishes materially the value of its assets and (B) for this reason it becomes likely that the Issuer [or the Guarantor] may not fulfil its payment obligations to the Noteholders (otherwise than, in the case of a Subsidiary of the Issuer [or a Subsidiary of the Guarantor], for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

- (f) *Winding up etc:* an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer[, the Guarantor] or any of [[its] [their respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, otherwise than, (i) in the case of a Subsidiary of the Issuer [or a Subsidiary of the Guarantor], for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent, or (ii) in the case of the Issuer [and the Guarantor (as applicable)], otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent and the new company (in the case of the Issuer) assumes all obligations arising from these conditions and the Issue and Paying Agency Agreement [and (in the case of the Guarantor) assumes all obligations arising from the

Verpflichtungen, die sich aus der Garantie, der Verpflichtungserklärung und des Issue and Paying Agency Agreement ergeben, übernimmt]; oder

Guarantee, the Undertaking and the Issue and Paying Agency Agreement]; or

- (g) *Gesetzwidrigkeit*: die Erfüllung oder Einhaltung einer ihrer Verpflichtungen aus den Teilschuldverschreibungen[, der Garantie oder der Verpflichtungserklärung] ist oder wird für die Anleiheschuldnerin [oder die Garantin] eine gesetzwidrige Handlung; [oder]

- (g) *Unlawfulness*: it is or will become unlawful for the Issuer [or the Guarantor] to perform or comply with any of its obligations arising out of the Notes[, the Guarantee or the Undertaking]; [or]

[Text für garantierte Teilschuldverschreibungen

[Text applicable to guaranteed Notes

- (h) *Unwirksamkeit der Garantie/der Verpflichtungserklärung*: die Garantie oder die Verpflichtungserklärung ist nicht mehr uneingeschränkt wirksam (oder die Garantin erklärt, dass die Garantie oder die Verpflichtungserklärung nicht mehr uneingeschränkt wirksam ist)]

- (h) *Guarantee/Undertaking not in force*: the Guarantee or the Undertaking is not (or is claimed by the Guarantor not to be) in full force and effect,]

kann durch eine schriftliche Mitteilung des jeweiligen Anleihegläubigers, adressiert an die Anleiheschuldnerin [und die Garantin], die der Anleiheschuldnerin [und der Garantin] zugestellt wird, jede Teilschuldverschreibung ab Zugang der schriftlichen Mitteilung als unverzüglich fällig und für zahlbar erklärt werden, worauf sie unverzüglich und ohne jede weitere Handlung oder Formalität fällig und mit ihrem Vorzeitigen Kündigungsbetrag, zusammen mit den gegebenenfalls aufgelaufenen Zinsen, zahlbar wird.

then any Note may, by written notice addressed by the respective Noteholder to the Issuer [and the Guarantor] and delivered to the Issuer [and the Guarantor], be declared immediately due and payable, and it shall upon receipt of such written notice become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

„Vorzeitiger Kündigungsbetrag“ ist in Bezug auf jede Teilschuldverschreibung ihr Kapitalbetrag.

"Early Termination Amount" means, in respect of any Note, its principal amount.

9. Vorlegung, Verjährung und Hinterlegung

9. Presentation, Prescription and Deposit

- (a) *Vorlegungsfrist*: Die Frist für die Vorlegung der Teilschuldverschreibungen gemäß § 801 Absatz 1 Satz 1 BGB wird auf 10 Jahre verkürzt.

- (a) *Presentation period*: The period for presentation of Notes due, as established in Section 801 paragraph 1 sentence 1 of the German Civil Code, is reduced to ten years.

- (b) *Verjährungsfrist*: Die Frist für die Verjährung der Zahlungen von Kapital oder Zinsen unter den Teilschuldverschreibungen, die während der

- (b) *Prescription period*: The period for prescription for the payment of principal or interest under the Notes presented for payment during the

Vorlegungsfrist zur Zahlung vorgelegt werden, beträgt zwei Jahre, beginnend mit dem Ende des entsprechenden Vorlegungszeitraums.

- (c) *Hinterlegung:* Die Anleiheschuldnerin [oder gegebenenfalls die Garantin] kann beim Amtsgericht der Stadt Frankfurt am Main Kapitalbeträge und Zinsen hinterlegen, die von den Anleihegläubigern nicht innerhalb von 12 Monaten nach dem Maßgeblichen Tag beansprucht wurden, und auf ihr Rücknahmerecht für eine derartige Hinterlegung verzichten. Die Hinterlegung erfolgt auf Gefahr und Kosten der entsprechenden Anleihegläubiger. Alle Ansprüche der entsprechenden Anleihegläubiger gegen die Anleiheschuldnerin [und/oder gegebenenfalls die Garantin] erlöschen durch die Hinterlegung.

10. Beauftragte

In Ausführung ihrer Aufgaben gemäß des Issue and Paying Agency Agreement und im Zusammenhang mit den Teilschuldverschreibungen handeln die Zahlstellen und der Fiscal Agent als alleinige Beauftragte der Anleiheschuldnerin [und gegebenenfalls der Garantin] und übernehmen keine Verpflichtungen und stehen in keinem Vertretungs- oder Treuhandverhältnis für oder mit den Anleihegläubigern.

Die anfänglichen Zahlstellen und ihre anfänglich benannten Geschäftsstellen [sowie die anfängliche Berechnungsstelle] sind nachstehend aufgeführt. Die Anleiheschuldnerin [und die Garantin] [behält] [behalten] sich das Recht vor, jederzeit die Ernennung einer jeglichen Zahlstelle anders zu regeln oder zu beenden und einen anderen Fiscal Agent [oder eine andere Berechnungsstelle] und zusätzliche oder andere Zahlstellen zu ernennen, vorausgesetzt jedoch, dass:

- (a) die Anleiheschuldnerin [und die Garantin] zu jeder Zeit einen Fiscal Agent unterhält; [und]

presentation period shall be two years beginning at the end of the relevant presentation period.

- (c) *Deposit:* The Issuer [or the Guarantor, as the case may be,] may deposit with the "Amtsgericht" (lower court) of Frankfurt am Main principal and interest not claimed by Noteholders within twelve months after the Relevant Date and waive its right to withdraw such deposit. Such deposit will be at the risk and cost of such Noteholders. Upon such deposit all claims of such Noteholders against the Issuer [and/ or, as the case may be, the Guarantor] shall cease.

10. Agents

In acting under the Issue and Paying Agency Agreement and in connection with the Notes, the Paying Agents and the Fiscal Agent act solely as agents of the Issuer [and the Guarantor (as applicable)] and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Paying Agents and their initial specified offices[, as well as the initial Calculation Agent,] are listed below. The Issuer [and the Guarantor] reserve[s] the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent [or calculation agent] and additional or successor paying agents, *provided, however, that:*

- (a) the Issuer [and the Guarantor] shall at all times maintain a Fiscal Agent; [and]

[Text, der anwendbar ist, wenn es eine Berechnungsstelle gibt]

(b) die Anleiheschuldnerin [und die Garantin] zu jeder Zeit eine Berechnungsstelle unterhält; [und]]

[(b)] wenn und so lange die Teilschuldverschreibungen an einer Börse, zum Handel und/oder zur Kursfeststellung durch eine Börsenzulassungsstelle, Börse und/oder ein Kursfeststellungssystem zugelassen sind, welche die Ernennung einer Zahlstelle an einem bestimmten Ort erfordern, wird die Anleiheschuldnerin [und die Garantin] eine Zahlstelle an dem von der Börsenzulassungsstelle, der Börse oder einem Kursfeststellungssystem vorgeschriebenen Ort unterhalten; [und]

[(c)] die Anleiheschuldnerin [und die Garantin] sicherstellen [wird] [werden], dass sie eine Zahlstelle in einem Mitgliedstaat der EU (vorausgesetzt, ein solcher Mitgliedstaat der EU existiert) [unterhält][unterhalten], der nicht entsprechend der Richtlinie zur Besteuerung von Kapitaleinkünften verpflichtet sein wird, Steuern einzubehalten oder abzuziehen, falls die Richtlinie 2003/48/EU oder eine andere Richtlinie, welche die Beschlüsse des ECOFIN-Rats vom 26. bis 27. November 2000 umsetzt, in Kraft tritt.

Die Anleihegläubiger werden unverzüglich über eine etwaige Änderung der Zahlstellen oder ihrer benannten Geschäftsstellen informiert.

Der Fiscal Agent:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

[Text applicable where there is a calculation agent]

(b) the Issuer [and the Guarantor] shall at all times maintain a Calculation Agent; [and]]

[(b)] if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer [and the Guarantor] shall maintain a Paying Agent in the place required by such listing authority, stock exchange and/or quotation system; [and]

[(c)] if European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN council meeting of 26–27 November 2000 is brought into force, the Issuer [and the Guarantor] will ensure that [it][they] maintain[s] a Paying Agent in an EU member state (provided there will be such an EU member state) that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

Notice of any change in any of the Paying Agents or in their specified offices shall promptly be given to the Noteholders.

The Fiscal Agent:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

11. Begebung weiterer Schuldverschreibungen

Die Anleiheschuldnerin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen mit in jeder Hinsicht identischen Bedingungen (oder in jeder Hinsicht mit Ausnahme der ersten Zinszahlung) begeben, die dann eine einzige Serie mit den Teilschuldverschreibungen bilden.

12. Ersetzung der Anleiheschuldnerin

(a) Die Anleiheschuldnerin ist jederzeit berechtigt, ohne Zustimmung der Anleihegläubiger [*bei von der Metro Finance B.V. begebenen Teilschuldverschreibungen: die Garantin*] [*bei von der METRO AG begebenen Teilschuldverschreibungen: die Metro Finance B.V.*] als Anleiheschuldnerin (die „**Neue Anleiheschuldnerin**“) hinsichtlich aller Verpflichtungen aus oder in Verbindung mit den Teilschuldverschreibungen an die Stelle der Anleiheschuldnerin zu setzen, sofern:

- (i) die Neue Anleiheschuldnerin alle Verpflichtungen der Anleiheschuldnerin aus oder in Verbindung mit den Teilschuldverschreibungen übernimmt;
- (ii) die Neue Anleiheschuldnerin alle etwa notwendigen Genehmigungen von den zuständigen Behörden erhalten hat, wonach die Neue Anleiheschuldnerin alle Beträge, die zur Erfüllung der aus oder in Verbindung mit den Teilschuldverschreibungen entstehenden Zahlungsverpflichtungen erforderlich sind, in der Emissionswährung oder einer anderen erforderlichen Währung ohne Einbehalt an der Quelle oder Abzug an der Quelle von Steuern, Gebühren oder Abgaben an die jeweilige Zahlstelle transferieren darf;

11. Further Issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

12. Substitution of the Issuer

(a) The Issuer shall be entitled at any time without the consent of the Noteholders to be substituted as Issuer by [*in the case of Notes issued by Metro Finance B.V.: the Guarantor*] [*in the case of Notes issued by METRO AG: Metro Finance B.V.*] (the "**New Issuer**") in respect of all obligations arising from or in connection with the Notes, provided that:

- (i) the New Issuer assumes all obligations of the Issuer arising from or in connection with the Notes;
- (ii) the New Issuer has obtained any necessary authorisation from the competent authorities to the effect that the New Issuer may transfer to the relevant Paying Agent in the Issue Currency or other relevant currency without the withholding at source or deduction at source of any taxes, fees, duties, assessments or other governmental charges all amounts required for the performance of the payment obligations arising from or in connection with the Notes;

[Des Weiteren gilt im Fall einer Schuldnerersetzung bei von der METRO AG begebenen Teilschuldverschreibungen:

(iii) die Garantin unbedingt und unwiderruflich die Verpflichtungen der Neuen Anleiheschuldnerin garantiert.]

(b) Im Falle einer solchen Schuldnerersetzung gilt jede in diesen Bedingungen enthaltene Bezugnahme auf die Anleiheschuldnerin fortan als Bezugnahme auf die Neue Anleiheschuldnerin, und jede Bezugnahme auf das Land der Anleiheschuldnerin in den Bedingungen 5(b) (*Rückzahlung aus Steuergründen*) und 7 (*Besteuerung*) gilt fortan als Bezugnahme auf das Land, in dem die Neue Anleiheschuldnerin ihren Sitz hat oder, falls abweichend, als Steuerinländerin gilt.

[Des Weiteren gilt im Fall einer Schuldnerersetzung bei von der METRO AG begebenen Teilschuldverschreibungen:

(i) in Bedingung 5(b) (*Rückzahlung aus Steuergründen*) und 7 (*Besteuerung*) gilt eine Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Neue Anleiheschuldnerin ihren Sitz hat oder, falls abweichend, als Steuerinländerin gilt);

(ii) in Bedingung 8(b)–(g) gilt eine Bezugnahme auf die Anleiheschuldnerin in ihrer Eigenschaft als Garantin aufgenommen (zusätzlich zu der Bezugnahme auf die Neue Anleiheschuldnerin);

[Furthermore, in the event of such substitution in the case of Notes issued by METRO AG the following shall apply:

(iii) the Guarantor irrevocably and unconditionally guarantees such obligations of the New Issuer.]

(b) In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the New Issuer and any reference to the Issuer's country of domicile in Conditions 5(b) (*Redemption for tax reasons*) and 7 (*Taxation*) shall from then on be deemed to refer to the country where the New Issuer is domiciled or, if different, is treated as resident for tax purposes.

[Furthermore, in the event of such substitution in the case of Notes issued by METRO AG the following shall apply:

(i) in Condition 5(b) (*Redemption for tax reasons*) and 7 (*Taxation*) a reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country where the New Issuer is domiciled or, if different, is treated as resident for tax purposes;

(ii) in Condition 8(b)–(g) a reference to the Issuer in its capacity as Guarantor shall be deemed to have been included in addition to the reference to the New Issuer;

(iii) in Bedingung 8 (Kündigungsgründe für die Anleihegläubiger) gilt als Bedingung 8 (h) folgender Text für garantierte Teilschuldverschreibungen als aufgenommen:

„Unwirksamkeit der Garantie/der Verpflichtungserklärung: die Garantie oder die Verpflichtungserklärung ist nicht mehr uneingeschränkt wirksam (oder die Garantin erklärt, dass die Garantie oder die Verpflichtungserklärung nicht mehr uneingeschränkt wirksam ist)“;

(iv) in Bedingung 16 (Anwendbares Recht und Gerichtsstand) gilt als Bedingung 16(c) und (d) folgender Text für garantierte Teilschuldverschreibungen als aufgenommen:

„(c) Weiterer Gerichtsstand: Die Anleihegläubiger sind auch berechtigt, ihre Ansprüche gegenüber der Anleiheschuldnerin vor Gerichten in den Niederlanden geltend zu machen. In diesen Fällen ist das Recht der Bundesrepublik Deutschland anzuwenden.“

Zustellungsbevollmächtigter: Für etwaige Rechtsstreitigkeiten, die zwischen den Anleihegläubigern und der Anleiheschuldnerin vor Gerichten in der Bundesrepublik Deutschland geführt werden, hat die Anleiheschuldnerin die METRO AG, Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, zur Zustellungsbevollmächtigten bestellt.“]

(c) Eine Schuldnerersetzung gemäß Absatz (a) ist für die Anleihegläubiger bindend und ist unverzüglich gemäß Bedingung 13 (Bekanntmachungen) bekannt zu machen.

(d) Im Übrigen gelten durch eine solche Ersetzung die Teilschuldverschreibungen

(iii) in Condition 8 (*Events of Default*) the following text applicable to guaranteed Notes shall be deemed to be included as Condition 8 (h):

"*Guarantee/Undertaking not in force:* the Guarantee or the Undertaking is not (or is claimed by the Guarantor not to be) in full force and effect";

(iv) in Condition 16 (*Governing Law and Jurisdiction*) the following text applicable to guaranteed Notes shall be deemed to be included as Condition 16(c) and (d):

"(c) *Further jurisdiction:* The Noteholders are also entitled to assert their claims against the Issuer before courts in The Netherlands. In such cases the laws of the Federal Republic of Germany shall be applied."

Process agent: For litigation, if any, between the Noteholders and the Issuer which is brought before courts in the Federal Republic of Germany, the Issuer has appointed METRO AG, Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany, as agent for service of process."]

(c) Any substitution effected in accordance with paragraph (a) shall be binding on the Noteholders and shall be notified promptly in accordance with Condition 13 (*Notices*).

(d) As of the rest of the issues, upon any such substitution, the Notes shall be

insoweit als abgeändert, als es für die Wirksamkeit der Ersetzung erforderlich ist.

deemed to be modified to the extent necessary for rendering the substitution effective.

13. Bekanntmachungen

13. Notices

[Im Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:

[In the case of Notes which are listed on a Stock Exchange insert:

(a) *Bekanntmachung.* Alle die Teilschuldverschreibungen betreffenden Mitteilungen sind [im elektronischen Bundesanzeiger sowie] in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Deutschland] [Luxemburg] [London] [*anderen Ort einfügen*], voraussichtlich [die Börsen-Zeitung] [das Luxemburger Wort] [das Tageblatt] [die Financial Times] [*andere Zeitung mit allgemeiner Verbreitung einfügen*] in deutscher oder englischer Sprache zu veröffentlichen [und werden auf der Website der Luxemburger Börse (www.bourse.lu) veröffentlicht]. Jede derartige Mitteilung gilt am dritten Tag nach ihrer Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

(a) *Notices.* All notices concerning the Notes shall be published [in the electronic version of the Federal Gazette (*Bundesanzeiger*) and] in a leading daily newspaper having general circulation in [Germany] [Luxembourg] [London] [*specify other location*]. These newspapers are expected to be the [Börsen-Zeitung] [Luxemburger Wort] [Tageblatt] [Financial Times] [*insert other applicable newspaper having general circulation*] in the German or English language [and will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu)]. Any notice so given will be deemed to have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).]

[Sofern eine Mitteilung durch elektronische Publikation auf der Website der betreffenden Börse möglich ist, einfügen:

[if notices may be given by means of electronic publication on the website of the relevant stock exchange insert:

(a) *Bekanntmachung.* Alle die Teilschuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der [betreffende Börse einfügen] (www.[Internetadresse einfügen]) [sowie im Bundesanzeiger]. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

(a) *Notices.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the [insert relevant stock exchange] (www.[insert internet address]) [and in the electronic version of the Federal Gazette (*Bundesanzeiger*)]. Any notice so given will be deemed to have been validly given on the day of such publication (or, if published more than once, on the third day after the date of the first such publication).]

(b) *Mitteilung an das Clearing-System.*

[im Fall von Teilschuldverschreibungen, die nicht notiert sind, einfügen:

Die Anleiheschuldnerin wird alle die Teilschuldverschreibungen betreffenden Mitteilungen an das Clearing-System zur Weiterleitung an die Anleihegläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

[Im Fall von Teilschuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen:

Solange Teilschuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (a) Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies zulassen, kann die Anleiheschuldnerin eine Veröffentlichung nach Absatz (a) durch eine Mitteilung an das Clearing-System zur Weiterleitung an die Anleihegläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

[Im Fall von Schuldverschreibungen, die an einer anderen Börse als der Luxemburger Börse notiert sind, einfügen:

Die Anleiheschuldnerin ist berechtigt, eine Veröffentlichung nach Absatz (a) durch eine Mitteilung an das Clearing-System zur Weiterleitung an die Anleihegläubiger zu ersetzen, vorausgesetzt, dass die Regeln der Börse, an der die Teilschuldverschreibungen notiert sind, diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

(b) *Notification to Clearing System.*

[in the case of Notes which are unlisted insert:

The Issuer shall deliver all notices concerning the Notes to the clearing system for communication by the clearing system to the Noteholders. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which said notice was given to the clearing system.]

[In the case of Notes which are listed on the Luxembourg Stock Exchange insert:

So long as any Notes are listed on the Luxembourg Stock Exchange, paragraph (a) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the clearing system for communication by the clearing system to the Noteholders in lieu of publication in the newspapers set forth in subparagraph (a) above; any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to the clearing system.]

[In the case of Notes which are listed on a Stock Exchange other than the Luxembourg Stock Exchange insert:

The Issuer may, in lieu of publication in the newspapers set forth in paragraph (a) above, deliver the relevant notice to the clearing system, for communication by the clearing system to the Noteholders, provided that the rules of the stock exchange on which Notes are listed permit such form of notice. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which said notice was given to the clearing system.]

14. Rundungen

Zum Zweck von Berechnungen, auf die in diesen Bedingungen Bezug genommen wird (sofern sie in diesen Bedingungen nicht anders spezifiziert sind), werden (a) alle Prozentsätze, die sich aus solchen Berechnungen ergeben, gerundet, wenn es erforderlich ist, auf das nächste 1/100.000 eines Prozentpunktes (wobei 0,000005 Prozent auf 0,00001 Prozent aufgerundet werden)[,] [(b) alle bei solchen Berechnungen benutzten oder sich ergebenden Yen-Beträge auf den nächstniedrigeren ganzen Yen-Betrag abgerundet,] und [(c)] alle Beträge, [die einen Nominalwert in einer anderen Währung besitzen und] die bei diesen Berechnungen benutzt werden oder sich ergeben, auf die ersten zwei Dezimalstellen der maßgeblichen Währung gerundet, wobei 0,005 aufgerundet wird.

15. Änderung der Emissionsbedingungen

- (a) Schuldverschreibungsgesetz: §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz, „SchVG“) vom 31. Juli 2009, welches am 5. August 2009 in Kraft trat, finden auf die Schuldverschreibungen Anwendung. Infolgedessen kann die Anleiheschuldnerin durch Zustimmung eines Mehrheitsbeschlusses der Anleihegläubiger diese Bedingungen ändern.
- (b) *Beschlussgegenstände:* Die Anleihegläubiger können durch Mehrheitsbeschluss insbesondere folgenden Maßnahmen zustimmen:
- (i) der Veränderung der Fälligkeit, der Verringerung oder dem Ausschluss der Zinsen;
 - (ii) der Veränderung der Fälligkeit der Hauptforderung;
 - (iii) der Verringerung der Hauptforderung;

14. Rounding

For the purposes of any calculations referred to in these conditions (unless otherwise specified in these conditions), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest 1/100,000 of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.)[,] [(b) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount] and [(c)] all amounts [denominated in any other currency] used in or resulting from such calculations will be rounded to the nearest two decimal places in the relevant currency, with 0.005 being rounded upwards.

15. Amendments to the Conditions

- (a) German Bond Act: Sections 5 et seq. of the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* ("SchVG") dated 31 July 2009), which came into effect on 5 August 2009, shall be applicable in relation to the Notes. Thus, the Issuer may amend these conditions with consent by majority resolution of the Noteholders.
- (b) *Matters of Resolutions:* Noteholders may in particular agree by majority resolution to the following:
- (i) a change of the due date for payment of interest, the reduction, or the cancellation, of interest;
 - (ii) a change of the due date for payment of principal;
 - (iii) a reduction of principal;

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| (iv) dem Nachrang der Forderungen aus den Schuldverschreibungen im Insolvenzverfahren der Anleiheschuldnerin; | (iv) a subordination of claims arising from the Notes in insolvency proceedings of the Issuer; |
| (v) der Umwandlung oder dem Umtausch der Schuldverschreibungen in Gesellschaftsanteile, andere Wertpapiere oder andere Leistungsversprechen; | (v) a conversion of the Notes into, or the exchange of the Notes for, shares, other securities or obligations; |
| (vi) dem Austausch und der Freigabe von Sicherheiten; | (vi) an exchange or release of security; |
| (vii) der Änderung der Währung der Schuldverschreibungen; | (vii) a change of the currency of the Notes; |
| (viii) dem Verzicht auf das Kündigungsrecht der Gläubiger oder dessen Beschränkung; | (viii) a waiver or restriction of Noteholders' rights to give notice of termination under the Notes; |
| (ix) der Änderung oder Aufhebung von Nebenbestimmungen der Schuldverschreibungen; und | (ix) an amendment or a rescission of ancillary provisions of the Notes; and |
| (x) die Bestellung oder Abberufung eines Gemeinsamen Vertreters (wie in nachstehendem Absatz (g) definiert) der Gläubiger. | (x) an appointment or a removal of a Common Representative (as defined in (g) below) for the Noteholders. |

Eine Verpflichtung zur Leistung kann für die Anleihegläubiger durch Mehrheitsbeschluss nicht begründet werden.

No obligation to make any payment or to render any other performance shall be imposed on any Noteholder by majority resolution.

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|---|---|
| (c) <i>Versammlung der Anleihegläubiger:</i> Die Anleihegläubiger beschließen im Wege der Abstimmung ohne Versammlung gemäß § 18 SchVG. | (c) <i>Meeting of Noteholders:</i> Pursuant to Section 18 SchVG, Noteholders shall pass resolutions by vote taken without a physical meeting. |
|---|---|

Die Versammlung der Anleihegläubiger wird von der Anleiheschuldnerin oder von dem Gemeinsamen Vertreter (wie in nachstehendem Absatz (g) definiert) der Anleihegläubiger einberufen. Gemäß § 9 Absatz 1 Satz 2 i.V.m. § 18 SchVG ist sie einzuberufen, wenn Anleihegläubiger, deren Schuldverschreibungen zusammen 5 % des Nennwertes der ausstehenden Schuldverschreibungen erreichen, dies schriftlich unter Angabe eines der in § 9 Absatz 1 Satz 2 SchVG aufgeführten Gründe verlangen.

A meeting of Noteholders will be called for by the Issuer or the Common Representative (as defined in (g) below). Pursuant to Section 9 paragraph 1 sentence 2 SchVG, a meeting of Noteholders must be called if Noteholders holding Notes amounting to 5 per cent. of the outstanding principal amount of the Notes request so, in writing, with reference to one of the reasons set out in Section 9 paragraph 1 sentence 2 SchVG.

(d) *Mehrheitsprinzip:* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit entscheiden die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

In den Fällen dieser Bedingung 15(b) (i) bis (x) bedürfen Beschlüsse zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte.

(e) *Stimmrecht:* An Abstimmungen der Anleihegläubiger nimmt jeder Anleihegläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil. Das Stimmrecht ruht, solange die Anteile der Anleiheschuldnerin oder einem mit ihr verbundenen Unternehmen (§ 271 Absatz 2 Handelsgesetzbuch) zustehen oder für Rechnung der Anleiheschuldnerin oder eines mit ihr verbundenen Unternehmens gehalten werden. Die Anleiheschuldnerin darf Schuldverschreibungen, deren Stimmrechte ruhen, einem anderen nicht zu dem Zweck überlassen, die Stimmrechte an ihrer Stelle auszuüben; dies gilt auch für ein mit der Anleiheschuldnerin verbundenes Unternehmen. Niemand darf das Stimmrecht zu dem in Satz 3 erster Halbsatz bezeichneten Zweck ausüben.

(f) *Verbindlichkeit:* Die Mehrheitsbeschlüsse der Anleihegläubiger sind für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(g) *Bestellung eines Gemeinsamen Vertreters:* Die Anleihegläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen

(d) *Majority Vote:* Except as provided in the following sentence and provided that the requisite quorum is present, a resolution of the Noteholders will be passed by simple majority of the rights to vote participating in the vote.

In the cases of this condition 15(b) (i) through (x), in order to be passed, resolutions require a majority of not less than 75 per cent. of the rights to vote participating in the vote.

(e) *Right to Vote:* Each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional fraction of its entitlement to the outstanding Notes. As long as the entitlement to the Notes lies with, or the Notes are held for the account of, the Issuer or any of its affiliates (Section 271 paragraph 2 of the German Commercial Code (*Handelsgesetzbuch*)), the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting rights are so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any affiliate of the Issuer. No person shall be permitted to exercise such voting right for the purpose stipulated in sentence 3, half sentence 1, herein above.

(f) *Binding Effect:* Majority resolutions shall be binding on all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.

(g) *Appointment of Common Representative:* The Noteholders may by majority resolution appoint a common representative (the

gemeinsamen Vertreter (der „**Gemeinsame Vertreter**“) für alle Anleihegläubiger bestellen. Zum Gemeinsamen Vertreter kann jede geschäftsfähige Person oder eine sachkundige juristische Person bestellt werden. Eine Person, welche

- (i) Mitglied des Vorstands, des Aufsichtsrats, des Verwaltungsrats oder eines ähnlichen Organs, Angestellter oder sonstiger Mitarbeiter der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens ist;
- (ii) am Stamm- oder Grundkapital der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens mit mindestens 20 % beteiligt ist;
- (iii) Finanzgläubiger der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens mit einer Forderung in Höhe von mindestens 20 % der ausstehenden Schuldverschreibungen oder Organmitglied, Angestellter oder sonstiger Mitarbeiter dieses Finanzgläubigers ist; oder
- (iv) auf Grund einer besonderen persönlichen Beziehung zu den in den Nummern (i) bis (iii) aufgeführten Personen unter deren bestimmenden Einfluss steht;

muss den Anleihegläubigern die maßgeblichen Umstände offen legen, bevor sie zum Gemeinsamen Vertreter bestellt wird. Der Gemeinsame Vertreter hat die Anleihegläubiger unverzüglich in geeigneter Form darüber zu unterrichten, wenn in seiner Person solche Umstände nach der Bestellung eintreten.

- (h) *Aufgaben und Befugnisse:* Der Gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Anleihegläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der

"Common Representative") to exercise the Noteholders' rights on behalf of each Noteholder. Any natural person having legal capacity or any qualified legal person may act as Common Representative. Any person who:

- (i) is a member of the Management Board, the supervisory board, the board of directors or any similar body, or an officer or employee, of the Issuer or any of its affiliates;
- (ii) holds an interest of at least 20 per cent. in the share capital of the Issuer or of any of its affiliates;
- (iii) is a financial creditor of the Issuer or any of its affiliates, holding a claim in the amount of at least 20 per cent. of the outstanding Notes, or is a member of a corporate body, an officer or other employee of such financial creditor; or
- (iv) is subject to the control of any of the persons set forth in items (i) to (iii) above by reason of a special personal relationship with such person;

must disclose the relevant circumstances to the Noteholders prior to being appointed as a Common Representative. If any such circumstances arise after the appointment of a Common Representative, the Common Representative shall inform the Noteholders promptly in appropriate form and manner.

- (h) *Duties and Powers:* The Common Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The Common Representative shall comply with the

Anleihegläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Anleihegläubiger ermächtigt ist, sind die einzelnen Anleihegläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der Gemeinsame Vertreter den Anleihegläubigern zu berichten.

- (i) *Haftung:* Der Gemeinsame Vertreter haftet den Anleihegläubigern für die ordnungsgemäße Erfüllung seiner Aufgaben, wobei die Anleihegläubiger Gesamtgläubiger sind; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des Gemeinsamen Vertreters kann durch Beschluss der Anleihegläubiger beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Anleihegläubiger gegen den Gemeinsamen Vertreter entscheiden die Anleihegläubiger.
- (j) *Abberufung:* Der Gemeinsame Vertreter kann von den Anleihegläubigern jederzeit ohne Angabe von Gründen abberufen werden. Der Gemeinsame Vertreter kann von der Anleiheschuldnerin verlangen, alle Auskünfte zu erteilen, die zur Erfüllung der ihm übertragenen Aufgaben erforderlich sind. Die durch die Bestellung eines Gemeinsamen Vertreters entstehenden Kosten und Aufwendungen, einschließlich einer angemessenen Vergütung des Gemeinsamen Vertreters, trägt die Anleiheschuldnerin.
- (k) *Ersetzung:* Die Vorschriften dieser Bedingung 15 finden auf eine Ersetzung der Anleiheschuldnerin gemäß Bedingung 12 keine Anwendung. Im Falle einer solchen Ersetzung erstrecken sie sich jedoch auf eine gemäß Bedingung 12(a) (iii) abzugebende Garantie.

instructions of the Noteholders. To the extent that the Common Representative has been authorised to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Common Representative shall provide reports to the Noteholders on its activities.

- (i) *Liability:* The Common Representative shall be liable for the performance of its duties towards the Noteholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Common Representative may be limited by a resolution passed by the Noteholders. The Noteholders shall decide upon the assertion of claims for compensation of the Noteholders against the Common Representative.
- (j) *Removal:* The Common Representative may be removed from office at any time by the Noteholders without specifying any reasons. The Common Representative may request from the Issuer all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of a Common Representative, including reasonable remuneration of the Common Representative.
- (k) *Substitution:* The provisions of this condition 15 do not apply to a substitution of the Issuer pursuant to condition 12. In the event of such substitution, they do however apply to a guarantee to be given pursuant to condition 12(a) (iii).

16. Anwendbares Recht und Gerichtsstand

- (a) *Anwendbares Recht:* Die Teilschuldverschreibungen und alle daraus resultierenden Rechte und Pflichten unterliegen ausschließlich dem Recht der Bundesrepublik Deutschland. Erfüllungsort ist Frankfurt am Main.
- (b) *Gerichtsstand:* Grundsätzlich ist nicht-ausschließlicher Gerichtsstand für alle sich aus den in diesen Bedingungen geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Anleiheschuldnerin Frankfurt am Main. [Vorbehaltlich Absatz (c) ist dieser] [Dieser] Gerichtsstand [ist] hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

16. Governing Law and Jurisdiction

- (a) *Governing law:* The Notes as well as all the rights and duties arising therefrom are governed exclusively by the laws of the Federal Republic of Germany. Place of performance is Frankfurt am Main.
- (b) *Jurisdiction:* The competent courts of Frankfurt am Main shall have non-exclusive jurisdiction for all litigation with the Issuer arising from the legal relations established in these conditions; *provided, however, that* [, subject to paragraph (c),] Frankfurt am Main shall be exclusive place of jurisdiction for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

[Text für garantierte Teilschuldverschreibung

[Text applicable to guaranteed Notes

- (c) *Weiterer Gerichtsstand:* Die Anleihegläubiger sind auch berechtigt, ihre Ansprüche gegenüber der Anleiheschuldnerin vor Gerichten in den Niederlanden geltend zu machen. In diesen Fällen ist das Recht der Bundesrepublik Deutschland anzuwenden.
- (d) *Zustellungsbevollmächtigter:* Für etwaige Rechtsstreitigkeiten, die zwischen den Anleihegläubigern und der Anleiheschuldnerin vor Gerichten in der Bundesrepublik Deutschland geführt werden, hat die Anleiheschuldnerin die METRO AG, Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, zur Zustellungsbevollmächtigten bestellt.]

- (c) *Further jurisdiction:* The Noteholders are also entitled to assert their claims against the Issuer before courts in The Netherlands. In such cases the laws of the Federal Republic of Germany shall be applied.
- (d) *Process agent:* For litigation, if any, between the Noteholders and the Issuer which is brought before courts in the Federal Republic of Germany, the Issuer has appointed METRO AG, Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany, as agent for service of process.]

17. Sprache

[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, einfügen:

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

[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:

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

[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefasst sind, einfügen:

Diese Emissionsbedingungen sind ausschließlich in englischer Sprache abgefasst.]

18. Teilunwirksamkeit

Sollte eine der Bestimmungen dieser Bedingungen unwirksam oder undurchführbar sein oder werden, so bleibt die Wirksamkeit oder die Durchführbarkeit der übrigen Bestimmungen hiervon unberührt. Anstelle der unwirksamen Bestimmung soll, soweit rechtlich möglich, eine dem Sinn und Zweck dieser Bedingungen zum Zeitpunkt der Begebung der Teilschuldverschreibungen entsprechende Regelung gelten. Unter Umständen, unter denen sich diese Bedingungen als unvollständig erweisen, soll eine ergänzende Auslegung, die dem Sinn und Zweck dieser Bedingungen entspricht, unter

17. Language

[If the Terms and Conditions shall be in the German language with an English language translation insert:

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

[If the Terms and Conditions shall be in the English language with a German language translation insert:

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

[If the Terms and Conditions shall be in the German language only insert:

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

[If the Terms and Conditions shall be in the English language only insert:

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

18. Partial Invalidity

If any of the provisions contained in these conditions is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid provision shall be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the economic purpose of the conditions at the time of the issue of the Notes. Where these conditions prove to be incomplete, a supplementary interpretation in accordance with the economic purpose of these

angemessener Berücksichtigung
beteiligten Parteien erfolgen.

der

conditions giving due consideration to the
legitimate interests of the parties involved
shall be applied.

Set (A) Terms and Conditions of the Notes

Option II: Floating Rate Notes

Set (A) der Emissionsbedingungen

Set (A) der Emissionsbedingungen kann im Fall einer individuellen Emission von Teilschuldverschreibungen selbstständig entweder in der deutschen oder in der englischen Sprache benutzt werden. Die bindende Sprache wird im Zeitpunkt der jeweiligen Emission festgelegt.

1. Einführung

- (a) *Die Teilschuldverschreibungen:* Die [Name der Emission einsetzen] (die „**Teilschuldverschreibungen**“) der [METRO AG][Metro Finance B.V.] (die „**Anleiheschuldnerin**“) werden im Rahmen des EUR 6.000.000.000 Programms zur Begebung von Teilschuldverschreibungen emittiert. [Die Teilschuldverschreibungen sind durch die METRO AG, Düsseldorf, Bundesrepublik Deutschland (die „**Garantin**“) garantiert.] Die Teilschuldverschreibungen sind eingeteilt in untereinander gleichberechtigte Inhaberschuldverschreibungen im Nennbetrag von [Währung einfügen] [Nennbetrag einsetzen]. Die Schuldverschreibungen werden in Form einer [classical global note („CGN“)] [new global note („NGN“)] begeben.

[Text für Teilschuldverschreibungen in Form einer dauerhaften Globalurkunde]

- (b) *Teilschuldverschreibungen in Form einer Globalurkunde:* Die Teilschuldverschreibungen sind für ihre gesamte Laufzeit in einer dauerhaften Globalurkunde („**Globalurkunde**“) verbrieft, die [bei der Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Deutschland („**Clearstream, Frankfurt**“)] [[Falls die Globalurkunde eine CGN ist, einfügen: bei einem gemeinsamen Verwahrer] [Falls die Globalurkunde eine NGN ist, einfügen: bei einer gemeinsamen

Set (A) Terms and Conditions

The Set (A) Terms and Conditions may, in the case of an individual issue of Notes, be used independently in the German or English language. It will be agreed at the time of each issue which language will be binding.

1. Introduction

- (a) *The Notes:* The [insert title of issue] (the "**Notes**") of [METRO AG][Metro Finance B.V.] (the "**Issuer**") are issued pursuant to the EUR 6,000,000,000 Debt Issuance Programme. [The Notes are guaranteed by METRO AG, Düsseldorf, Federal Republic of Germany (the "**Guarantor**").] The Notes are in bearer form, having the same rights among themselves, in the denomination(s) of [insert currency] [insert denomination]. The Notes are issued in [classical global Note ("CGN")] [new global Note ("NGN")] form.

[Text applicable to Notes represented by permanent global note]

- (b) *Notes in global form:* The Notes are represented for the whole life of the Notes by a permanent global bearer Note (the "**Global Note**") which is deposited with [[Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**Clearstream, Frankfurt**")]] [In case the Global Note is a CGN insert: a common depositary] [In case the Global Note is a NGN insert: a common safekeeper] for Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels,

Sicherheitenverwahrstelle (*common safekeeper*) für Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien („Euroclear“) und Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („Clearstream, Luxembourg“) (Euroclear und Clearstream, Luxemburg jeweils ein „ICSD“ und zusammen die „ICSDs“) [Name(n) und Definition(en) des/der sonstigen Clearing-System(s)(e) einsetzen] hinterlegt ist. Etwaige Zinsansprüche sind nicht gesondert verbrieft. Die Globalurkunde trägt die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Anleihe-schuldnerin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten des Fiscal Agent (wie definiert in Bedingung 1(d)). Teilschuldverschreibungen in effektiven Urkunden werden nicht ausgegeben. Ein Anspruch auf Ausdruck und Auslieferung von Teilschuldverschreibungen in effektiven Urkunden ist ausgeschlossen.]

Belgium ("**Euroclear**") and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg ("**Clearstream, Luxembourg**") (Euroclear and Clearstream, Luxembourg each an "ICSD" and, together, the "ICSDs") [insert name and definition of other clearing system(s)]. The rights to demand payment of interest (if any) are not evidenced by a separate document. The Global Note bears the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent (as defined in condition 1(d)). No definitive Notes will be issued. The right to demand the printing and delivery of definitive Notes is excluded.]

[Text für Teilschuldverschreibungen in Form einer vorläufigen Globalurkunde mit Austausch gegen Teilschuldverschreibungen in Form einer dauerhaften Globalurkunde]

[Text applicable to Notes represented by temporary global note exchangeable for permanent global note]

(b) *Teilschuldverschreibungen in Form einer Globalurkunde:* Die Teilschuldverschreibungen sind anfänglich in einer vorläufigen Globalurkunde („**Vorläufige Globalurkunde**“) verbrieft, die bei der [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Deutschland („**Clearstream, Frankfurt**“)] [Falls die Globalurkunde eine CGN ist, einfügen: bei einem gemeinsamen Verwahrer] [Falls die Globalurkunde eine NGN ist, einfügen: bei einer gemeinsamen Sicherheitenverwahrstelle (*common safekeeper*) für Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien („Euroclear“) und Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg („Clearstream, Luxembourg“) (Euroclear und Clearstream, Luxemburg jeweils ein „ICSD“ und zusammen die „ICSDs“)] [Name(n) und Definition(en)

(b) *Notes in global form:* The Notes are initially represented by a temporary global bearer Note (the "**Temporary Global Note**") which is deposited with [Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany ("**Clearstream, Frankfurt**")] [In case the Global Note is a CGN insert: a common depositary] [In case the Global Note is a NGN insert: a common safekeeper] for Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg ("**Clearstream, Luxembourg**") [(Euroclear and Clearstream, Luxembourg each an "ICSD" and, together, the "ICSDs")] [insert name and definition of other clearing system(s)]. The Temporary Global

des/der sonstigen Clearing-System(s)(e) einsetzen] hinterlegt ist. Die Vorläufige Globalurkunde wird bei Vorlegung einer Bescheinigung, dass der bzw. die rechtliche(n) oder wirtschaftliche(n) Eigentümer keine US-Person(en) entsprechend dem US-Steuerrecht sind, frühestens jedoch 40 Tage nach Ausstellung der Vorläufigen Globalurkunde, gegen eine dauerhafte Globalurkunde (die „**Dauerhafte Globalurkunde**“ und, zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunde**“) ausgetauscht. Etwaige Zinsansprüche sind nicht gesondert verbrieft. Die Vorläufige und die Dauerhafte Globalurkunde tragen die eigenhändigen Unterschriften von zwei Vertretungsberechtigten der Anleiheschuldnerin sowie die eigenhändige Unterschrift eines Kontrollbeauftragten des Fiscal Agent (wie definiert in Bedingung 1(e)). Teilschuldverschreibungen in effektiven Urkunden werden nicht ausgegeben. Ein Anspruch auf Ausdruck und Auslieferung von Teilschuldverschreibungen in effektiven Urkunden ist ausgeschlossen.]

Note will be exchangeable for a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Note**") against certification of non-U.S. beneficial ownership in accordance with U.S. tax regulations no earlier than 40 days after the issue of the Temporary Global Note. The rights to demand payment of interest (if any) are not evidenced by a separate document. The Temporary Global Note and the Permanent Global Note bear the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent (as defined in condition 1(e)). No definitive Notes will be issued. The right to demand the printing and delivery of definitive Notes is excluded.]

[Text für Teilschuldverschreibungen, die in Form einer NGN begeben werden

[Text applicable to Notes issued as NGN

(c) *Register der ICSDs:* Der Nennbetrag der durch die Globalurkunde verbrieften Teilschuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Teilschuldverschreibungen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Teilschuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Teilschuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

(c) *Record of the ICSDs:* The 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 principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften

On any redemption or payment of an instalment or interest being made in respect of, or purchase and

Teilschuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Teilschuldverschreibungen stellt die Anleiheschuldnerin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung 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.]

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 *pro rata* in the records of the ICSDs and, upon any such entry being made, the 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.]

[Text für Teilschuldverschreibungen in Form einer vorläufigen Globalurkunde, die als NGN begeben wird

[Text applicable to Notes represented by temporary global note issued as NGN

(d) *Austausch von Teilschuldverschreibungen:* Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbrieften Teilschuldverschreibungen wird die Anleiheschuldnerin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Aufzeichnungen der ICSDs aufgenommen werden.]

(d) *Exchange of the Notes:* 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 *pro rata* in the records of the ICSDs.]

[Text für Teilschuldverschreibungen, die von Clearstream, Frankfurt verwahrt werden

[Text applicable to Notes in Clearstream, Frankfurt

(c) *Übertragung:* Den Anleihegläubigern (wie in Bedingung 1[(h)] definiert) stehen Miteigentumsanteile an der Globalurkunde zu, die gemäß den Bestimmungen und Regeln der Clearstream, Frankfurt, und nach dem jeweils anwendbaren Recht übertragen werden können.]

(c) *Transfer:* The Noteholders (as defined in condition 1[(h)]) are entitled to co-ownership participations in the Global Note which are transferable in accordance with the rules and regulations of Clearstream, Frankfurt and with applicable law.]

[Text für Teilschuldverschreibungen, die von Euroclear und Clearstream, Luxemburg, bzw. einem oder mehreren anderen Clearing-System(en) verwahrt werden

[Text applicable to Notes in Euroclear and Clearstream, Luxembourg, or in one or more other clearing systems

([d]) *Übertragung:* Die Teilschuldverschreibungen sind gemäß den Bestimmungen und Regeln von

([d]) *Transfer:* The Notes are transferable in accordance with the rules and regulations of [Euroclear and

[Euroclear und Clearstream, Luxemburg,] [sonstige(s) Clearing System(e) einsetzen] und nach dem jeweils anwendbaren Recht zu übertragen.]

Clearstream, Luxembourg,] [insert other clearing system(s)] and with applicable law.]

([e]) *Issue and Paying Agency Agreement*: Die Teilschuldverschreibungen sind Gegenstand einer Emissions- und Zahlstellenvereinbarung vom 10. Februar 2017 (in der jeweils gültigen Fassung, das „**Issue and Paying Agency Agreement**“) zwischen [unter anderem] der Anleiheschuldnerin[, der Garantin] und der Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, als Fiscal Agent (der „**Fiscal Agent**“; dieser Begriff schließt auch jeden zukünftigen Fiscal Agent ein, der im Zusammenhang mit den Teilschuldverschreibungen ernannt wird) und als Zahlstelle (die „**Zahlstelle**“ – dieser Begriff schließt den Fiscal Agent ein – und, einschließlich aller Nachfolger oder zusätzlicher Zahlstellen, die im Zusammenhang mit den Teilschuldverschreibungen benannt werden, die „**Zahlstellen**“).

([e]) *Issue and Paying Agency Agreement*: The Notes are the subject of an issue and paying agency agreement dated 10 February 2017 (as amended or supplemented from time to time, the "**Issue and Paying Agency Agreement**") between [among others] the Issuer[, the Guarantor] and Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and as paying agent (the "**Paying Agent**", which term shall include the Fiscal Agent, and, including any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

[Text für garantierte Teilschuldverschreibungen

[Text applicable to guaranteed Notes

(f) *Garantie*: Die Teilschuldverschreibungen unterliegen einer Garantie vom 14. Mai 2010 (in der jeweils gültigen Fassung, die „**Garantie**“), die von der Garantin übernommen wurde.

(f) *Guarantee*: The Notes are the subject of a guarantee (*Garantie*) dated 14 May 2010 (as amended, supplemented or replaced from time to time, the "**Guarantee**") entered into by the Guarantor.

(g) *Verpflichtungserklärung*: Die Teilschuldverschreibungen unterliegen einer von der Garantin abgegebenen Verpflichtungserklärung vom 14. Mai 2010 (in der jeweils gültigen Fassung, die „**Verpflichtungserklärung**“).]

(g) *Undertaking*: The Notes are the subject of an undertaking dated 14 May 2010 executed by the Guarantor (as amended, supplemented or replaced from time to time, the "**Undertaking**").]

([h]) *Kopien*: Kopien des Issue and Paying Agency Agreement[, der Garantie und der Verpflichtungserklärung] können von den Anleihegläubigern („**Anleihegläubiger**“) während der üblichen Geschäftszeiten bei den benannten Geschäftsstellen einer jeden Zahlstelle eingesehen werden; die anfänglich vorgesehenen Geschäftsstellen

([h]) *Copies*: Copies of the Issue and Paying Agency Agreement[, the Guarantee and the Undertaking] are available for inspection by holders of Notes ("**Noteholders**") during normal business hours at the specified offices of each of the Paying Agents, the initial specified offices of which are

sind nachstehend aufgeführt.

Kopien dieser Bedingungen[, der Garantie und der Verpflichtungserklärung] sind kostenlos am Gesellschaftssitz der Anleiheschuldnerin in [Düsseldorf] [Venlo] [und am Gesellschaftssitz der Garantin in Düsseldorf] erhältlich.

2. Status [und Garantie]

- [(a) *Status der Teilschuldverschreibungen:*] Die Teilschuldverschreibungen begründen direkte, unbedingte und unbesicherte Verpflichtungen der Anleiheschuldnerin, die jederzeit gleichrangig untereinander und mindestens gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verpflichtungen der Anleiheschuldnerin bestehen. Hiervon sind solche Verpflichtungen ausgenommen, die aufgrund zwingender und allgemein anwendbarer gesetzlicher Bestimmungen vorrangig sind.

[Text für garantierte Teilschuldverschreibungen]

- (b) *Garantie für die von der Metro Finance B.V. begebenen Teilschuldverschreibungen:* Die Zahlungsverpflichtungen der Metro Finance B.V. aus den von ihr begebenen Teilschuldverschreibungen werden gemäß der Garantie unbedingt und unwiderruflich durch die Garantin garantiert.

Die Garantie begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Garantin eingegangenen Verpflichtungen zu verlangen und gegen die Garantin durchzusetzen.

Die Garantie unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nicht-ausschließlicher Gerichtsstand für alle sich aus den in der Garantie geregelten Rechtsverhältnissen ergebenden

set out below.

Copies of these conditions[, the Guarantee and the Undertaking] can be obtained free of charge at the Issuer's registered office in [Düsseldorf] [Venlo] [and at the Guarantor's registered office in Düsseldorf].

2. Status [and Guarantee]

- [(a) *Status of the Notes:*] The Notes constitute direct, unconditional and unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

[Text applicable to guaranteed Notes]

- (b) *Guarantee of Notes issued by Metro Finance B.V.:* The payment obligations of Metro Finance B.V. in respect of the Notes issued by it have been guaranteed unconditionally and irrevocably by the Guarantor pursuant to the Guarantee.

The Guarantee constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1 of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor and to enforce such obligations against the Guarantor.

The Guarantee is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor

Rechtsstreitigkeiten mit der Garantin ist grundsätzlich Frankfurt am Main. Der Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

arising from the legal relations established in the Guarantee is Frankfurt am Main, *provided, however, that* the place of jurisdiction is exclusive for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

- (c) *Status der Garantie:* Die Garantie für die von der Metro Finance B.V. begebenen Teilschuldverschreibungen begründet direkte, unbedingte und unbesicherte Verpflichtungen der Garantin, die jederzeit mindestens gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verpflichtungen der Garantin bestehen. Hiervon sind solche Verpflichtungen ausgenommen, die aufgrund zwingender und allgemein anwendbarer gesetzlicher Bestimmungen vorrangig sind.]

- (c) *Status of the Guarantee:* The Guarantee of Notes issued by Metro Finance B.V. constitutes direct, unconditional and unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.]

3. Negativverpflichtung [und Verpflichtungserklärung]

- (a) *Negativverpflichtung der Anleihschuldnerin:* Solange eine Teilschuldverschreibung aussteht, wird die Anleihschuldnerin weder in Bezug auf die Gesamtheit noch auf einen Teil ihrer gegenwärtigen und zukünftigen Vermögensgegenstände, -werte oder Einnahmen (einschließlich des nicht eingeforderten Kapitals), mit Ausnahme der Zulässigen Sicherungsrechte, Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, und die Anleihschuldnerin wird dafür Sorge tragen, dass ihre Tochtergesellschaften gleichermaßen keine Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, um Verbindlichkeiten oder Garantieverpflichtungen zu sichern, ohne dass die

3. Negative Pledge [and Undertaking]

- (a) *Negative Pledge of Issuer:* So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.

Anleiheschuldnerin oder ihre Tochtergesellschaften zur gleichen Zeit oder vorher die Teilschuldverschreibungen gleichwertig und anteilmäßig besichert haben.

[Text für garantierte Teilschuldverschreibungen]

[Text applicable to guaranteed Notes]

(b) *Negativverpflichtung der Garantin:* In der Verpflichtungserklärung verpflichtet sich die Garantin, so lange eine Teilschuldverschreibung aussteht, weder in Bezug auf die Gesamtheit noch auf einen Teil ihrer gegenwärtigen und zukünftigen Vermögensgegenstände, -werte oder Einnahmen (einschließlich des nicht eingeforderten Kapitals), mit Ausnahme der Zulässigen Sicherungsrechte, Sicherungsrechte zu begründen oder zuzulassen, dass Sicherungsrechte weiterbestehen, und die Garantin wird dafür Sorge tragen, dass ihre Tochtergesellschaften gleichermaßen keine Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, um Verbindlichkeiten oder Garantieverpflichtungen zu sichern, ohne dass die Garantin oder ihre Tochtergesellschaften zur gleichen Zeit oder vorher die Teilschuldverschreibungen gleichwertig und anteilmäßig besichert haben.

(b) *Negative Pledge of Guarantor:* The Guarantor has in the Undertaking undertaken that, so long as any Note remains outstanding, the Guarantor shall not, and the Guarantor shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.

(c) *Verpflichtungserklärung:* Die Verpflichtungserklärung begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Garantin damit eingegangenen Verpflichtungen zu verlangen und gegen die Garantin durchzusetzen. Die Verpflichtungserklärung unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nicht-ausschließlicher Gerichtsstand für alle sich aus den in der Verpflichtungserklärung geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Garantin ist grundsätzlich Frankfurt am Main. Der Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten

(c) *Undertaking:* The Undertaking constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1 of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor therein and to enforce such obligations against the Guarantor. The Undertaking is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Undertaking is Frankfurt am Main, *provided, however, that* the place of jurisdiction is exclusive for all litigation which is brought by

handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.]

merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).]

[(d)], „**Garantieverpflichtung**“ ist in Bezug auf jedwede Verbindlichkeit einer Person die Verpflichtung (einschließlich in Form einer Bürgschaft) einer anderen Person, diese Verbindlichkeit zu begleichen, einschließlich (ohne Einschränkung)

[(d)] "**Guarantee of Indebtedness**" means, in relation to any Indebtedness of any person, any obligation (including in the form of a suretyship) of another person to pay such Indebtedness including (without limitation):

- (i) der Verpflichtung, eine derartige Verbindlichkeit zu erwerben;
- (ii) der Verpflichtung, Geld zu leihen, Aktien oder andere Wertpapiere zu erwerben oder zu zeichnen oder Vermögenswerte oder Dienstleistungen zu erwerben, um die Mittel für die Zahlung derartiger Verbindlichkeiten bereitzustellen;
- (iii) jeder Freistellung gegen die Auswirkungen eines Zahlungsverzugs einer solchen Verbindlichkeit; und
- (iv) jeder anderen Vereinbarung über die Haftung für eine derartige Verbindlichkeit.

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness.

„**Sicherungsrecht**“ ist jede Hypothek, Grundschuld, jedes Pfand- oder sonstige dingliche Sicherungsrecht unter den Gesetzen der jeweils maßgeblichen Rechtsordnung.

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest under the laws of any applicable jurisdiction.

„**Tochtergesellschaft**“ ist in Bezug auf eine Person (die „**erste Person**“) zu jedem bestimmten Zeitpunkt jede andere Person (die „**zweite Person**“):

"**Subsidiary**" means, in relation to any person (the "**first person**") at any particular time, any other person (the "**second person**“):

- (i) deren Angelegenheiten und Geschäftspolitik von der ersten Person kontrolliert werden oder kontrolliert werden können,

- (i) whose affairs and policies the first person controls or has the power to control, whether by ownership of the majority of

entweder durch Halten der Mehrheit des Anteilskapitals oder der Stimmrechte, durch Vertrag oder die Befugnis, Mitglieder des Vorstands der zweiten Person zu ernennen oder abzuwählen; und

- (ii) (a) deren gesamte Vermögensgegenstände oder (falls die zweite Person selbst Tochtergesellschaften hat) deren gesamte konsolidierte Vermögensgegenstände 3 % des Wertes der gesamten konsolidierten Vermögensgegenstände der ersten Person übersteigen, so wie es bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurde; oder (b) deren Einnahmen oder (falls die zweite Person selbst Tochtergesellschaften hat) deren konsolidierte Einnahmen 3 % der konsolidierten Netto-Einnahmen der ersten Person übersteigen, so wie sie bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurden.

„Verbindlichkeit“ ist jede Geldschuld, die in Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft ist, und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, jedes von einer Bank, einer Versicherung oder einem anderen Finanzinstitut ausgereichte Darlehen (einschließlich, aber ohne darauf beschränkt zu sein, Schuldscheindarlehen) sowie jede Garantieverpflichtung oder sonstige Gewährleistung in Bezug auf eine solche Geldschuld oder ein solches Darlehen.

„Zulässige Sicherungsrechte“ sind:

- (i) alle Sicherungsrechte, die am Begebungstag der Teilschuldverschreibungen bestehen, soweit sie an diesem Tag ausstehende

share capital or voting rights, contract or the power to appoint or remove members of the governing body of the second person; and

- (ii) (a) the value of whose total assets or (in case the second person itself has Subsidiaries) the total consolidated assets exceed 3 per cent. of the total consolidated assets of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary; or (b) whose revenues or (in case the second person itself has Subsidiaries) consolidated revenues exceeds 3 per cent. of the consolidated net revenues of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary.

"Indebtedness" means any monetary indebtedness which is represented by a bond or other debt security and which is or is capable of being admitted to or listed or traded on a stock exchange or other securities market (including any over-the-counter market), any loan advanced by a bank, an insurance company or any other financial institution (including, without limitation, assignable loans (*Schuldscheindarlehen*)) and any guarantee or suretyship in respect of any such monetary indebtedness or such loan.

"Permitted Security Interest" means:

- (i) any Security Interest in existence on the date of issue of the Notes to the extent that it secures Indebtedness outstanding on such

Verbindlichkeiten absichern; hiervon sind Sicherungsrechte ausgenommen, soweit solche Verbindlichkeiten nach Bestellung der Sicherungsrechte zurückgezahlt oder getilgt werden und/oder die Sicherungsrechte nach Bestellung erlöschen oder ersetzt werden;

- (ii) alle Sicherungsrechte, die kraft Gesetzes oder im Rahmen der gewöhnlichen Geschäftstätigkeit der Anleiheschuldnerin [oder der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften entstehen (einschließlich aller Sicherungsrechte in Form eines Eigentumsvorbehaltes oder anderer Sicherungsrechte, die aufgrund von Geschäfts- oder üblichen Bedingungen der Gegenpartei, in Übereinstimmung mit der üblichen Marktpraxis entstehen);
- (iii) alle Sicherungsrechte, die nach dem Begebungstag der Teilschuldverschreibungen an neu erworbenen Vermögensgegenständen oder Vermögenswerten bestellt werden, einzig zum Zweck der Besicherung der übernommenen Verpflichtungen, die dem Zweck (a) der Finanzierung des Kaufpreises eines solchen erworbenen Vermögensgegenstandes oder Vermögenswertes oder (b) der Begründung, Entwicklung oder Verbesserung eines solchen Vermögensgegenstandes oder Vermögenswertes dienen;
- (iv) alle Sicherungsrechte, die auf den Vermögensgegenständen, -werten oder Anteilen neu erworbener Tochtergesellschaften der Anleiheschuldnerin [oder der Garantin] lasten und die nach dem Begebungstag der Teilschuldverschreibungen gekauft werden;
- (v) alle Sicherungsrechte, die bestehen oder begründet sind zu Gunsten der Anleiheschuldnerin, der Garantin oder ihrer Tochtergesellschaften; und

date and, for the avoidance of doubt, excluding any such Security Interest to the extent that any such Indebtedness is subsequently repaid or redeemed and/or such Security Interest is subsequently discharged or replaced;

- (ii) any Security Interest arising by operation of law or in the ordinary course of business of the Issuer [or the Guarantor] or any of [its / their respective] Subsidiaries (including any Security Interest in the form of a retention of title arrangement or other Security Interest entered into on the counterparty's standard or usual terms in accordance with customary market practice);
- (iii) any Security Interest created over a newly acquired asset after the date of the issue of the Notes which is solely for the purpose of securing indebtedness incurred for the purpose of (a) financing the purchase price of the acquisition of such asset or (b) constructing, developing or improving such asset;
- (iv) any Security Interest existing over the assets or shares of newly acquired Subsidiaries of the Issuer [or the Guarantor] acquired after the date of issue of the Notes;
- (v) any Security Interest created or existing for the benefit of the Issuer, the Guarantor and its Subsidiaries; and

- (vi) alle Sicherungsrechte, die bestehen oder begründet werden, um Verpflichtungen zu sichern, die in Zusammenhang mit dem Gesetz zur Förderung eines gleitenden Überganges in den Ruhestand (Altersteilzeitgesetz) eingegangen werden.

- (vi) any Security Interest created or existing to secure any obligations incurred in order to comply with the German Act on Old-Age Part-Time (*Gesetz zur Förderung eines gleitenden Übergangs in den Ruhestand*).

Eine Teilschuldverschreibung gilt als „ausstehend“, sofern nicht einer oder mehrere der folgenden Fälle eingetreten ist oder sind:

A Note shall be considered to be "outstanding" unless one or more of the following events has occurred:

- (A) *Rückzahlung oder Kauf*: die Teilschuldverschreibung wurde vollständig zurückgezahlt oder gemäß Bedingung 5[(f)] (*Rückzahlung, vorzeitige Rückzahlung und Kauf – Kauf*) gekauft und jeweils entwertet;
- (B) *Fälligkeitstag*: der Fälligkeitstag für die vollständige Rückzahlung der Teilschuldverschreibung ist eingetreten, und der Fiscal Agent hat alle fälligen Beträge auf eine solche Teilschuldverschreibung (einschließlich der aufgelaufenen Zinsen) erhalten, und diese sind für die Zahlung der vorgelegten Teilschuldverschreibung verfügbar; oder
- (C) *Verjährung, usw.*: alle Ansprüche auf den Kapitalbetrag und die Zinsen aus einer solchen Teilschuldverschreibung sind gemäß Bedingung 9 (*Vorlegung, Verjährung und Hinterlegung*) erloschen oder verjährt, oder können aus anderen Gründen nach diesen Bedingungen nicht mehr geltend gemacht werden.

- (A) *Redeemed or purchased*: such Note has been redeemed in full, or purchased under condition 5[(f)] (*Redemption, Early Redemption and Purchase – Purchase*) and has in either case been cancelled;
- (B) *Due date*: the due date for redemption of such Note in full has occurred and all sums due in respect of such Note (including all accrued interest) have been received by the Fiscal Agent and remain available for payment against presentation of such Note; or
- (C) *Prescription etc*: all claims for principal and interest in respect of such Note are extinguished or prescribed under condition 9 (*Presentation, Prescription and Deposit*), or cease to be enforceable for any other reason under these conditions.

4. Zinsen

- (a) *Zinslauf*: Die Teilschuldverschreibungen sind vom Verzinsungsbeginn [*Datum einsetzen*] (der „**Verzinsungsbeginn**“) an nachträglich an jedem [*Zinszahlungstage einsetzen*] [die gemäß der Business Day Convention angepasst werden] (jeweils ein „**Zinszahlungstag**“), vorbehaltlich der Bedingung 6 (*Zahlungen*), zu verzinsen. Die Verzinsung der Teilschuldverschreibungen endet am Fälligkeitstag für die vollständige

4. Interest

- (a) *Accrual of interest*: The Notes bear interest from the interest commencement date, [*insert date*], (the "**Interest Commencement Date**") payable in arrear on each [*insert interest payment dates*] as the same may be adjusted in accordance with the Business Day Convention (each an "**Interest Payment Date**"), subject as provided in condition 6 (*Payments*). Each Note will cease to

Rückzahlung. Wenn die Anleiheschuldnerin eine fällige Zahlung auf die Schuldverschreibungen aus irgendeinem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Anleihegläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.¹⁾

bear interest from the due date for final redemption. If the Issuer for any reason fails to effect any due payment on the Notes, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.¹⁾

„Business Day Convention“ bedeutet, dass:

"Business Day Convention" means that

[Text für die Following Business Day Convention

[Text for Following Business Day Convention

der maßgebliche Tag auf den nächstfolgenden Geschäftstag verschoben wird.]

the relevant date shall be postponed to the first following Business Day.

[Text für die Modified Following Business Day Convention

[Text for Modified Following Business Day Convention

der maßgebliche Tag auf den nächstfolgenden Geschäftstag verschoben wird, es sei denn, dieser Tag würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall ist der maßgebliche Tag der unmittelbar vorausgehende Geschäftstag.]

the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case the relevant date will be the first preceding day that is a Business Day.]

[Text für die Preceding Business Day Convention

[Text for Preceding Business Day Convention

der maßgebliche Tag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen wird.]

the relevant date shall be brought forward to the first preceding day that is a Business Day.]

„Geschäftstag“ ist

"Business Day" means:

[Text für Teilschuldverschreibungen, die in Euro denominiert sind

[Text applicable to Notes denominated in Euro

ein TARGET-Abrechnungstag [und ein Tag, an dem Geschäftsbanken und Devisenmärkte Zahlungen grundsätzlich in jedem Zusätzlichen Geschäftszentrum

a TARGET Settlement Day [and a day on which commercial banks and foreign exchange markets settle payments generally in each Additional

¹⁾ Der gesetzliche Verzugszinssatz beträgt zum Datum dieses Prospekts fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit festgelegten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

¹⁾ The default rate of interest established by law is, as of the date of this Offering Circular, five percentage points above the basic rate of interest published by the Deutsche Bundesbank from time to time, Sec. 288 (1), 247 (1) German Civil Code.

vornehmen].]

Business Centre].]

[Text für Teilschuldverschreibungen, die nicht in Euro denominiert sind

[Text applicable to Notes not denominated in Euro

ein Tag, an dem Geschäftsbanken und Devisenmärkte Zahlungen grundsätzlich in [London][, / und] in dem Hauptfinanzzentrum der Währung der Teilschuldverschreibungen [und in jedem Zusätzlichem Geschäftszentrum] vornehmen.]

a day on which commercial banks and foreign exchange markets settle payments generally in [London][, / and] in the Principal Financial Centre of the relevant currency [and in each Additional Business Centre].]

„Hauptfinanzzentrum“ ist

"Principal Financial Centre" means

[Text für die Option jede Währung, ausgenommen Euro, Australische Dollar oder Neuseeländische Dollar

[Text for option any currency except euro, Australian dollars or New Zealand dollars

in Bezug auf [die Währung ist zu benennen] das Hauptfinanzzentrum dieser Währung.]

in relation to [specify currency], the principal financial centre for that currency.]

[Text für die Option Euro

[Text for option euro

in Bezug auf Euro das Hauptfinanzzentrum eines Mitgliedsstaates der Europäischen Union, das [(im Falle einer Zahlung)] durch den Zahlungsempfänger oder [(im Fall einer Berechnung) durch die Berechnungsstelle] bestimmt wird.]

in relation to euro, the principal financial centre of such Member State of the European Communities as is selected [(in the case of a payment)] by the payee [or (in the case of a calculation) by the Calculation Agent].]

[Text für die Option Australische Dollar

[Text for option Australian dollars

in Bezug auf Australische Dollar entweder Sydney oder Melbourne, so wie es [(im Falle einer Zahlung)] durch den Zahlungsempfänger [oder (im Falle einer Berechnung) durch die Berechnungsstelle] bestimmt wird.]

in relation to Australian dollars, either Sydney or Melbourne, as is selected [(in the case of a payment)] by the payee [or (in the case of a calculation) by the Calculation Agent].]

[Text für die Option Neuseeländische Dollar

[Text for option New Zealand dollars

in Bezug auf Neuseeländische Dollar entweder Wellington oder Auckland, so wie es [(im Falle einer Zahlung)] durch den Zahlungsempfänger [oder (im Falle einer Berechnung) durch die Berechnungsstelle] bestimmt wird.]

in relation to New Zealand dollars, either Wellington or Auckland, as is selected [(in the case of a payment)] by the payee [or (in the case of a calculation) by the Calculation Agent].]

[„**TARGET-Abrechnungstag**“ ist jeder Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET 2) oder jedes Nachfolgesystem („**TARGET**“) in Betrieb ist.]

„**Zinsperiode**“ ist jeder Zeitraum, ab dem Verzinsungsbeginn (diesen eingeschlossen) bzw. eines Zinszahlungstags bis zum nächsten Zinszahlungstag (diesen ausgeschlossen).

[„**Zusätzliche(s) Geschäftszentrum(en)**“ ist [Stadt oder Städte angeben].]

(b) *Bildschirmfeststellung des Zinssatzes:* Der auf die Teilschuldverschreibungen anwendbare Zinssatz für jede Zinsperiode wird durch den [Fiscal Agent / andere Person] (die „**Berechnungsstelle**“, dieser Begriff schließt jede nachfolgende Berechnungsstelle ein, die von Zeit zu Zeit in Zusammenhang mit den Teilschuldverschreibungen bestimmt worden ist) auf folgender Basis festgestellt:

- (i) wenn der Referenzsatz ein zusammengesetzter Preis ist oder üblicherweise durch eine Stelle zur Verfügung gestellt wird, setzt die Berechnungsstelle den Referenzsatz fest, der in der Maßgeblichen Zeit am betreffenden Zinsfeststellungstag auf der Maßgeblichen Bildschirmseite erscheint;
- (ii) in jedem anderen Fall wird die Berechnungsstelle das arithmetische Mittel aus den Referenzsätzen festsetzen, die in der Maßgeblichen Zeit am betreffenden Zinsfeststellungstag auf der Maßgeblichen Bildschirmseite erscheinen;

[**"TARGET Settlement Day"** means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer system 2 (TARGET 2) or any successor system thereto (**"TARGET"**) is operating.]

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

[**"Additional Business Centre(s)"** means [insert city or cities].]

(b) *Screen Rate Determination:* The Rate of Interest applicable to the Notes for each Interest Period will be determined by [the Fiscal Agent / other person] (the "**Calculation Agent**", which expression includes any successor calculation agent appointed from time to time in connection with the Notes) on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iii) wenn im Fall von (i) ein solcher Referenzsatz nicht auf der Maßgeblichen Bildschirmseite erscheint oder im Fall von (ii) weniger als zwei solcher Referenzsätze auf der Maßgeblichen Bildschirmseite erscheinen, oder wenn in jedem Fall die Maßgebliche Bildschirmseite nicht verfügbar ist, wird die Berechnungsstelle:

(A) die Hauptgeschäftsstelle jeder Referenzbank im Maßgeblichen Finanzzentrum auffordern, ungefähr zu der Maßgeblichen Zeit am Zinsfeststellungstag von erstklassigen Banken im Interbankenmarkt des Maßgeblichen Finanzzentrums für einen Betrag, der zu diesem Zeitpunkt in diesem Markt repräsentativ für eine Einzeltransaktion ist, einen Referenzsatz einzuholen; und

(B) das arithmetische Mittel solcher Referenzsätze festsetzen;

(iv) wenn weniger als zwei Referenzsätze wie verlangt vorliegen, wird die Berechnungsstelle das arith-metische Mittel der Sätze festsetzen (die sich am nächsten zu dem von der Berechnungsstelle festgesetzten Referenzsatz befinden), welche angesehenen Banken, die von der Berechnungsstelle bestimmt werden, im Hauptfinanzzentrum der [*die Währung der Teilschuldverschreibung*] gegen 11.00 Uhr vormittags (Ortszeit im Hauptfinanzzentrum dieser Währung), benennen, und zwar am ersten Tag der betreffenden Zinsperiode für Kredite in dieser Währung an führende europäische Banken mit einer Laufzeit, die der betreffenden Zinsperiode entspricht und in einer Höhe, die zu diesem Zeitpunkt repräsentativ für eine

(iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations;

(iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of [the currency of the Notes], selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of such currency) on the first day of the relevant Interest Period for loans in such currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

Einzeltransaktion in diesem Markt ist,

und der Zinssatz für eine solche Zinsperiode ist die Summe aus Marge und Referenzsatz oder gegebenenfalls dem so festgesetzten arithmetischen Mittel. Ist die Berechnungsstelle jedoch nicht in der Lage, in Übereinstimmung mit den oben genannten Bestimmungen in Bezug auf eine Zinsperiode einen Referenzsatz festzustellen oder gegebenenfalls ein arithmetisches Mittel, ist der auf die Teilschuldverschreibungen für eine solche Zinsperiode anwendbare Zinssatz die Summe aus Marge und Referenzsatz oder gegebenenfalls dem arithmetischen Mittel, der/das in Bezug auf die Teilschuldverschreibungen zuletzt für eine vorhergehende Zinsperiode festgesetzt wurde.

„**Marge**“ ist [*Prozentsatz einsetzen*].

„**Maßgebliche Bildschirmseite**“ ist [*einzusetzen ist die Seite, der Abschnitt oder eine sonstige Bezugnahme auf einen bestimmten Informationsdienst (einschließlich, ohne Einschränkung, der Reuter Monitor Money Rates Service und der Moneyline Telerate Service)*], oder eine andere Seite, ein Abschnitt oder eine sonstige Bezugnahme, die diese Seite bei diesem oder einem anderen Informationsdienst ersetzen kann, in jedem Fall, wie es die Person bestimmt, die die dort erscheinende Information zu dem Zwecke bereitstellt oder finanziert, um Zinssätze oder Kurse anzuzeigen, die mit dem Referenzsatz vergleichbar sind.

„**Maßgebliches Finanzzentrum**“ ist [*Städte einsetzen*].

„**Maßgebliche Zeit**“ ist [*Zeit einsetzen*].

„**Referenzbanken**“ sind [*Definition einsetzen*] [vier] [wenn das Hauptfinanzzentrum Helsinki ist: fünf] angesehene Banken, bestimmt durch die Berechnungsstelle in dem Markt, der am nächsten mit dem Referenzsatz verbunden ist].

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined, provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

"**Margin**" means [*insert percentage*].

"**Relevant Screen Page**" means [*specify page, section or other part of a particular information service (including, without limitation, the Reuter Monitor Money Rates Service and the Moneyline Telerate Service)*], or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

"**Relevant Financial Centre**" means [*insert cities*].

"**Relevant Time**" means [*insert time*].

"**Reference Banks**" means [*insert definition*] [four] [if the Principal Financial Centre is Helsinki: five] major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate].

„Referenzsatz“ ist [Referenzzinssatz einsetzen].

"Reference Rate" means [insert reference rate].

„Zinsfestlegungstag“ ist [Datum einsetzen].

"Interest Determination Date" means [insert date].

[Text für die Maximalzinssatz- / Mindestzinssatzoption

[Text for maximum / minimum rate option

(c) [Maximal- / Mindest-] Zinssatz: Der Zinssatz wird in keinem Fall [höher als [Höchstzinssatz einsetzen]] [niedriger als [Mindestzinssatz einsetzen] sein.]

(c) [Maximum / Minimum] Rate of Interest: The Rate of Interest shall in no event be [greater than [specify maximum rate]] [less than [specify minimum rate]].]

[(d)] Berechnung des Zinsbetrages: Die Berechnungsstelle wird so schnell wie praktikabel, nachdem der Zinssatz für die Zinsperiode festgesetzt wurde, den bezüglich jeder Teilschuldverschreibung zu zahlenden Zinsbetrag (der „Zinsbetrag“) für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt durch Anwendung des für diese Zinsperiode geltenden Zinssatzes auf den Kapitalbetrag der Teilschuldverschreibung während dieser Zinsperiode und durch Multiplikation des Produktes mit dem Zinstagequotienten.

[(d)] Calculation of Interest Amount: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the amount of interest (the "Interest Amount") payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the principal amount of such Note during such Interest Period and multiplying the product by the relevant Day Count Fraction.

„Zinstagequotient“ in Bezug auf die Berechnung eines Betrages für jedweden Zeitraum besteht aus

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time,

[Text für die Actual/360 Option

[Text for Actual/360 option

der tatsächlichen Anzahl der Tage in diesem Zeitraum geteilt durch 360.]

the actual number of days in such period divided by 360.]

[Text für die Actual/365 Option

[Text for Actual/365 option

der tatsächlichen Anzahl der Tage in diesem Zeitraum geteilt durch 365 (oder, wenn irgendein Teil dieses Zeitraums in ein Schaltjahr fällt, der Summe von (A) der tatsächlichen Anzahl der Tage des Teils des Zeitraums, der in das Schaltjahr fällt, geteilt durch 366 und (B) der tatsächlichen Anzahl der Tage des Teils des Zeitraums, der nicht in das Schaltjahr fällt, geteilt durch 365).

the actual number of days in such period divided by 365 (or, if any portion of such period falls in a leap year, the sum of (A) the actual number of days in that portion of such period falling in a leap year divided by 366 and (B) the actual number of days in that portion of such period falling in a non-leap year divided by 365).

[Text für die Option, die anwendbar ist, wenn die Berechnungsstelle sonstige Beträge ermittelt

[Text for option applicable where Calculation Agent to calculate other amounts

[(e)] *Berechnung sonstiger Beträge:* Die Berechnungsstelle wird so schnell wie praktikabel, nachdem der jeweilige sonstige Betrag festzulegen ist, *[der/die sonstige(n) zu berechnende(n) Betrag/Beträge einsetzen]* in der folgenden Weise berechnen:

[Art und Weise ist zu spezifizieren]]

[(f)] *Veröffentlichung:* Die Berechnungsstelle wird veranlassen, dass jeder von ihr festgesetzte Zinssatz und Zinsbetrag, zusammen mit dem maßgeblichen Zinszahlungstag *[und jedem/n anderen Betrag/Beträgen, der/die erforderlicherweise von ihr, zusammen mit dem/n maßgeblichen Zahlungstag(en) festgestellt wird/werden]* so schnell wie praktikabel nach Festsetzung den Zahlstellen und jeder Börse, an der die Teilschuldverschreibungen dann notiert werden, bekannt gemacht wird, aber (im Fall eines jeden Zinssatzes, Zinsbetrages und Zinszahlungstages) in keinem Fall später als *[Tag angeben]*. *[Eine Bekanntmachung erfolgt ebenfalls unverzüglich gegenüber den Anleihegläubigern.]* Die Berechnungsstelle ist berechtigt, ohne Mitteilung jeden Zinsbetrag bei einer Verlängerung oder Verkürzung der betreffenden Zinsperiode neu (auf Basis der vorhergehenden Bestimmungen) zu berechnen.

[(g)] *Benachrichtigungen usw.:* Alle Benachrichtigungen, Meinungen, Festsetzungen, Bescheinigungen, Berechnungen, Referenzzinssätze und Entscheidungen, die von der Berechnungsstelle zum Zwecke dieser Bedingung 4 abgegeben, ausgedrückt, ausgefertigt oder beschafft werden, sind (sofern es sich nicht um einen offensichtlichen Irrtum handelt) für die Anleiheschuldnerin, *[die Garantin,]* die Zahlstellen und die Anleihegläubiger bindend. Die Berechnungsstelle haftet im Zusammenhang mit der Ausübung oder

[(e)] *Calculation of other amounts:* The Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate *[specify other amount(s) to be calculated]* in the following manner:

[specify manner]]

[(f)] *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date¹, and any other amount(s) required to be determined by it together with any relevant payment date(s)² to be notified to the Paying Agents and each stock exchange (if any) on which the Notes are then listed as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than *[specify day]*. *[Notice thereof shall also promptly be given to the Noteholders.]* The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

[(g)] *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this condition 4 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, *[the Guarantor,]* the Paying Agents and the Noteholders. The Calculation Agent shall be liable in connection with the exercise or non-exercise of its powers, duties and discretions for the purposes of this condition 4 only for gross negligence

Nicht-Ausübung ihrer Befugnisse, Pflichten und ihrer Ermessensspielräume für die Zwecke dieser Bedingung 4 nur für grobe Fahrlässigkeit und Vorsatz unabhängig davon, ob die Anleiheschuldnerin, [die Garantin,] die Zahlstelle oder die Anleihegläubiger haften.

5. Rückzahlung, vorzeitige Rückzahlung und Kauf

- (a) *Rückzahlung bei Endfälligkeit:* Sofern die Teilschuldverschreibungen nicht vorzeitig zurückgezahlt/gekauft und entwertet werden, werden sie am [Endfälligkeitsdatum einsetzen] [Zinszahlungstag, der in [Monat und Jahr einsetzen] fällt,] gemäß Bedingung 6 (Zahlungen) zu ihrem Nennbetrag zurückgezahlt.
- (b) *Rückzahlung aus Steuergründen:* Die Teilschuldverschreibungen können nach Wahl der Anleiheschuldnerin ganz, aber nicht teilweise, [jederzeit] [an jedem Zinszahlungstag] durch eine unwiderrufliche Mitteilung gegenüber den Anleihegläubigern mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen, in Höhe des Vorzeitigen Rückzahlungsbetrages (Steuern), zusammen mit den gegebenenfalls aufgelaufenen Zinsen bis zu dem für die Rückzahlung vorgesehenen Tag zurückgezahlt werden, wenn[:]

[(A)] (1) die Anleiheschuldnerin infolge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der [Bundesrepublik Deutschland] [oder gegebenenfalls der Niederlande] oder einer Gebietskörperschaft oder einer dazugehörigen Behörde, die die Befugnis zur Besteuerung oder zu einer Änderung der Anwendung oder offiziellen Auslegung derartiger Gesetze und Vorschriften hat (einschließlich der Entscheidung eines zuständigen Gerichts), verpflichtet wurde oder wird, zusätzliche Beträge gemäß

and wilful default, regardless of any liability of the Issuer, [the Guarantor,] any Paying Agent or the Noteholders.

5. Redemption, Early Redemption and Purchase

- (a) *Scheduled redemption:* Unless previously redeemed/purchased and cancelled, the Notes will be redeemed at their principal amount on [insert maturity date] [the Interest Payment Date falling in [insert month and year], subject as provided in condition 6 (Payments).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part, [at any time] [on any Interest Payment Date], on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if[:]

[(A)] (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in condition 7 (Taxation) as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany [or The Netherlands, as the case may be,] or any political subdivision or any authority thereof or therein having the power to tax or to change the application or official interpretation of such laws or regulations (including a holding by a court of competent

Bedingung 7 (*Besteuerung*) zu zahlen und diese Änderung oder Ergänzung an oder nach dem [*Datum des Zahltages einsetzen*] in Kraft tritt, und (2) die Anleiheschuldnerin durch angemessene und ihr zur Verfügung stehende Maßnahmen diese Verpflichtung nicht vermeiden kann [; oder

[(B)(1) die Garantin infolge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der Bundesrepublik Deutschland oder einer Gebietskörperschaft oder einer dazugehörigen Behörde, die die Befugnis zur Besteuerung oder zu einer Änderung der Anwendung oder offiziellen Auslegung derartiger Gesetze und Vorschriften hat (einschließlich der Entscheidung eines zuständigen Gerichts), verpflichtet wurde oder wird (sofern unter der Garantie für die Teilschuldverschreibungen eine Inanspruchnahme erfolgen würde), zusätzliche Beträge gemäß Bedingung 7 (*Besteuerung*) zu zahlen, und diese Änderung oder Ergänzung an oder nach dem [*Datum des Zahltages einsetzen*] in Kraft tritt, und (2) die Garantin durch angemessene und ihr zur Verfügung stehende Maßnahmen diese Verpflichtung nicht vermeiden kann],

wobei eine solche Mitteilung über die Rückzahlung nicht früher gegeben wird als

[Text, der anwendbar ist, wenn die Teilschuldverschreibungen jederzeit zurückgezahlt werden können

90 Tage vor dem frühestmöglichen Termin, an dem die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen oder solche Abzüge oder Einbehalte von Kapital und Zinsen in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] vorzunehmen. Außerdem muss zu dem

jurisdiction), which change or amendment becomes effective on or after [*insert date of issue*]; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it[; or

[(B)(1) the Guarantor has or (if a demand was made under the Guarantee) would become obliged to pay additional amounts as provided or referred to in condition 7 (*Taxation*) 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 any authority thereof or therein having the power to tax or to change the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after [*insert date of issue*]; and (2) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it],

provided, however, that no such notice of redemption shall be given earlier than

[Text applicable where Notes may be redeemed at any time

90 days prior to the earliest date on which the Issuer [or the Guarantor (as applicable)] would be obliged to pay such additional amounts or to make such withholdings or deductions from principal and interest in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the Notes]. In addition, at the time that the relevant notice is given the obligation to pay

Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zur Vornahme der genannten Abzüge oder Einbehalte noch wirksam sein, wenn eine Zahlung in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] dann fällig wäre.]

[Text, der anwendbar ist, wenn die Teilschuldverschreibungen nur am Zinszahlungstag zurückgezahlt werden können

60 Tage vor dem Zinszahlungstag, der unmittelbar vor dem frühesten Zeitpunkt liegt, an dem die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen oder solche Abzüge oder Einbehalte von Kapital und Zinsen in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] vorzunehmen. Außerdem muss zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zur Vornahme der genannten Abzüge oder Einbehalte noch wirksam sein, wenn eine Zahlung in Bezug auf die Teilschuldverschreibungen [oder gegebenenfalls eine Inanspruchnahme unter der Garantie für die Teilschuldverschreibungen] dann fällig wäre.]

Vor Veröffentlichung einer Rückzahlungs-bekanntmachung gemäß dieses Abschnitts wird die Anleiheschuldnerin [oder gegebenenfalls die Garantin] dem Fiscal Agent (1) eine von der Anleiheschuldnerin [oder gegebenenfalls der Garantin] unterschriebene Bestätigung des Inhalts, dass die Anleiheschuldnerin [oder gegebenenfalls die Garantin] berechtigt ist, eine derartige Rückzahlung durchzuführen, und eine Darlegung des Sachverhalts, die aufzeigt, dass die vorhergehenden Bedingungen für das Recht der Anleiheschuldnerin [oder gegebenenfalls der Garantin], in dieser Form zurückzuzahlen, eingetreten sind, und (2) ein Rechtsgutachten eines unabhängigen Rechtsberaters von anerkanntem Ruf mit der Aussage, dass die Anleiheschuldnerin [oder gegebenenfalls die Garantin] verpflichtet

additional amounts or to make such withholdings or deductions must still be in effect, assuming that a payment in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the Notes] were then due.]

[Text applicable where Notes may be redeemed only on Interest Payment Date

60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer [or the Guarantor (as applicable)] would be obliged to pay such additional amounts or to make such withholdings or deductions from principal or interest in respect of the Notes [or (as the case may be) a demand under the Guarantee]. In addition, at the time that the relevant notice is given the obligation to pay additional amounts or to make such withholdings or deductions must still be in effect, assuming that a payment in respect of the Notes [or (as the case may be) a demand under the Guarantee regarding the Notes] were then due.]

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer [or the Guarantor (as applicable)] shall deliver to the Fiscal Agent (1) a certificate signed by the Issuer [or the Guarantor (as applicable)] stating that the Issuer [or the Guarantor (as applicable)] is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer [or the Guarantor (as applicable)] so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer [or the Guarantor (as applicable)] has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to

wurde oder wird, solche zusätzlichen Beträge als Ergebnis einer derartigen Änderung oder Ergänzung zu zahlen, vorlegen. Nach Ablauf der Kündigungsfrist gemäß dieser Bedingung 5(b) ist die Anleiheschuldnerin [oder gegebenenfalls die Garantin] daran gebunden, die Teilschuldverschreibungen in Übereinstimmung mit dieser Bedingung 5(b) zurückzuzahlen.

„Vorzeitiger Rückzahlungsbetrag (Steuern)“ ist in Bezug auf jede Teilschuldverschreibung ihr Kapitalbetrag.

[Text für die Call-Option

(c) *Rückzahlung nach Wahl der Anleiheschuldnerin:* Die Teilschuldverschreibungen können nach Wahl der Anleiheschuldnerin im Ganzen an einem Optionalen Rückzahlungstag (Call) mit dem maßgeblichen Optionalen Rückzahlungsbetrag (Call) und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen aufgrund einer schriftlichen Kündigung der Anleiheschuldnerin gegenüber den Anleihegläubigern mit einer Frist von nicht weniger als 20 und nicht mehr als 60 Tagen zurückgezahlt werden (diese Kündigung ist unwiderruflich und verpflichtet die Anleiheschuldnerin, die Teilschuldverschreibungen an dem maßgeblichen Optionalen Rückzahlungstag (Call) mit dem Optionalen Rückzahlungsbetrag (Call) und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen zurückzuzahlen).

„Optionaler Rückzahlungsbetrag (Call)“ ist in Bezug auf jede Teilschuldverschreibung [ihr Kapitalbetrag] *[Optionalen Rückzahlungsbetrag (Call) einfügen. Dieser Betrag muss jedoch über dem Kapitalbetrag liegen].*

„Optionaler Rückzahlungstag (Call)“ ist *[Datum einsetzen].*

[Text für die Call-Option im Falle des Eintritts eines Transaktions-Ereignisses

([●]) Rückzahlung nach Wahl der Anleiheschuldnerin im Falle des Eintritts eines Transakti-

in this condition 5(b), the Issuer [or the Guarantor (as applicable)] shall be bound to redeem the Notes in accordance with this condition 5(b).

"Early Redemption Amount (Tax)" means, in respect of any Note, its principal amount.

[Text for call option

(c) *Redemption at the option of the Issuer:* The Notes may be redeemed at the option of the Issuer in whole on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) plus accrued interest (if any) to such date on the Issuer's giving not less than 20 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

"Optional Redemption Amount (Call)" means, in respect of any Note, [its principal amount] *[insert relevant Optional Redemption Amount (Call). However, such amount must be higher than the principal amount].*

"Optional Redemption Date (Call)" means *[insert date].*

[Text for call option in the case of a Transaction Trigger Event

([●]) Redemption at the option of the Issuer in the case of a Transaction Trigger

ons-Ereignisses: Die Teilschuldverschreibungen können im Falle des Eintritts eines Transaktions-Ereignisses im Ganzen an einem Rückzahlungstag (Trigger) mit dem maßgeblichen Rückzahlungsbetrag (Trigger) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] aufgrund einer schriftlichen Kündigung der Anleiheschuldnerin gegenüber den Anleihegläubigern [*falls ein Transaktions-Stichtag anwendbar ist, einfügen: bis zum [Transaktions-Stichtag einfügen]* und] mit einer Frist von nicht weniger als [20][30] und nicht mehr als [60][90] Tagen nach dem Tag der Mitteilung des Eintritts eines Transaktions-Ereignisses durch die Anleiheschuldnerin zurückgezahlt werden (diese Kündigung ist unwiderruflich und verpflichtet die Anleiheschuldnerin, die Teilschuldverschreibungen an dem maßgeblichen Rückzahlungstag (Trigger) mit dem Rückzahlungsbetrag (Trigger) [und gegebenenfalls mit den bis zu diesem Tag aufgelaufenen Zinsen] zurückzuzahlen).

Dabei gilt:

„**Rückzahlungsbetrag (Trigger)**“ bezeichnet [den Nennbetrag der Teilschuldverschreibung] [*Währung und Rückzahlungsbetrag*] pro Teilschuldverschreibung].

„**Rückzahlungstag (Trigger)**“ bezeichnet den Tag, der für die Rückzahlung der Teilschuldverschreibungen gemäß § 5([●]) (*Rückzahlung nach Wahl der Anleiheschuldnerin im Falle des Eintritts eines Transaktions-Ereignisses*) festgesetzt wurde.

„**Transaktion**“ bezeichnet [*Beschreibung der geplanten Transaktion für deren Finanzierung die Teilschuldverschreibungen begeben werden*].

„**Transaktions-Ereignis**“ bezeichnet die Mitteilung der Anleiheschuldnerin an die Anleihegläubiger gemäß § 13, dass die Transaktion vor ihrem Abschluss abgebrochen wurde.

[*Falls der Anleihegläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Anleiheschuldnerin steht dieses Wahlrecht nicht*

Event: In the case of a Transaction Trigger Event, the Notes may be redeemed in whole on a Redemption Date (Trigger) at the relevant Redemption Amount (Trigger) [plus accrued interest (if any) to such date] upon written notice by the Issuer to the Noteholders [*in case of a Transaction Trigger Cut-off Date, insert: no later than [insert Transaction Trigger Cut-off Date] and*] not less than [20][30] nor more than [60][90] days after the date of notice by the Issuer of the occurrence of a Transaction Trigger Event (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Redemption Date (Trigger) at the Redemption Amount (Trigger) [plus accrued interest (if any) to such date]).

Whereby:

"**Redemption Amount (Trigger)**" means [the Specified Denomination per Note] [*insert currency and redemption amount*] per Note].

"**Redemption Date (Trigger)**" means the date fixed for redemption of the Notes pursuant to § 5([●]) (*Redemption at the option of the Issuer in the case of a Transaction Trigger Event*).

"**Transaction**" means [*insert description of envisaged transaction for which the Notes are intended to be issued for refinancing purposes*].

"**Transaction Trigger Event**" means a notice given by the Issuer to the Holders in accordance with § 13 that the Transaction has been terminated prior to completion.

[*If the Notes are subject to Early Redemption at the Option of the Holder, the following applies: The Issuer may not exercise such option in respect of*

in Bezug auf eine Teilschuldverschreibung zu, deren Rückzahlung bereits der Anleihegläubiger in Ausübung seines Wahlrechts nach § 5[(●)] (*Rückzahlung nach Wahl der Anleihegläubiger*) verlangt hat.]

any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 5 [(●)] (*Redemption at the option of Noteholders*).]

[Text für die Put-Option

[Text for put option

[[[●]]] *Rückzahlung nach Wahl der Anleihegläubiger:* Die Anleihschuldnerin wird nach Wahl der Anleihegläubiger deren Teilschuldverschreibungen an einem Optionalen Rückzahlungstag (Put), der in einer betreffenden Put-Options-Mitteilung näher erläutert ist, zu einem maßgeblichen Optionalen Rückzahlungsbetrag (Put), zusammen mit den gegebenenfalls bis zu diesem Tag aufgelaufenen Zinsen, zurückzahlen. Zur Ausübung der in dieser Bedingung 5[(d)] beschriebenen Option, muss der Anleihegläubiger einen Nachweis über die Berechtigung aus der entsprechenden Teilschuldverschreibung nicht weniger als 30 und nicht mehr als 60 Tage vor dem betreffenden Optionalen Rückzahlungstag (Put) bei einer Zahlstelle hinterlegen, zusammen mit einer ordnungsgemäß ergänzten Put-Options-Mitteilung in der Form, die bei jeder Zahlstelle erhältlich ist. Die Zahlstelle, bei der der Nachweis über die Berechtigung aus der Teilschuldverschreibung in dieser Weise hinterlegt ist, gibt dem hinterlegenden Anleihegläubiger eine ordnungsgemäß ausgefertigte Put-Options-Empfangsbescheinigung. Ein Nachweis über eine Berechtigung aus einer Teilschuldverschreibung, der in Übereinstimmung mit dieser Bedingung 5[(d)] einmal mit einer ordnungsgemäß ergänzten Put-Options-Mitteilung hinterlegt wurde, kann nicht zurückgefordert werden. Wird jedoch eine derartige Teilschuldverschreibung vor dem betreffenden Optionalen Rückzahlungstag (Put) vorzeitig fällig und zahlbar oder bei rechtzeitiger Vorlegung einer solchen Teilschuldverschreibung am betreffenden Optionalen Rückzahlungstag (Put) die Zahlung der Rückzahlungsbeträge

[[[●]]] *Redemption at the option of Noteholders:* The Issuer shall, at the option of the holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this condition 5[(d)], the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent a proof of entitlement to such Note and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a proof of entitlement to a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No proof of entitlement to a Note, once deposited with a duly completed Put Option Notice in accordance with this condition 5[(d)], may be withdrawn, *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption amounts is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice.

unberechtigt zurückgehalten oder verweigert, benachrichtigt die betreffende Zahlstelle den Hinterleger per Post, gerichtet an die Adresse, die von dem Anleihegläubiger in der betreffenden Put-Options-Mitteilung angegeben wurde.

„Empfangsbestätigung für eine Put-Option“ ist eine von der Zahlstelle ausgestellte Empfangsbestätigung für den Anleihegläubiger, der das Recht auf Rückzahlung einer Teilschuldverschreibung nach seiner Wahl ausüben will.

„Mitteilung über eine Put-Option“ ist eine Mitteilung, die der Zahlstelle von jedem Anleihegläubiger übersandt werden muss, der das Recht auf Rückzahlung einer Teilschuldverschreibung nach seiner Wahl ausüben will.

„Optionaler Rückzahlungsbetrag (Put)“ ist in Bezug auf jede Teilschuldverschreibung [ihr Kapitalbetrag] [Optionalen Rückzahlungsbetrag (Put) einfügen. Dieser Betrag muss jedoch über dem Kapitalbetrag liegen].

„Optionaler Rückzahlungstag (Put)“ ist [Datum einsetzen].]

[[[•]]] *Keine sonstige Rückzahlung:* Die Anleiheschuldnerin ist nicht berechtigt, die Teilschuldverschreibungen in einer anderen Form zurückzuzahlen, als es in den oben angeführten Abschnitten (a) bis [(d)] vorgegeben ist.

[[[•]]] *Kauf:* Die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften können zu jeder Zeit auf dem offenen Markt oder anderweitig und zu jedem Preis Teilschuldverschreibungen kaufen.

6. Zahlungen

(a) *Zahlungen an Anleihegläubiger:* Zahlungen in Bezug auf die Teilschuldverschreibungen erfolgen gegen Vorlegung der Teilschuldverschreibungen bei der benannten Geschäftsstelle einer Zahlstelle außerhalb der Vereinigten Staaten an oder an Order des/der jeweiligen Clearing System(s)(e)

"Put Option Receipt" means a receipt issued by a Paying Agent to a Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder.

"Put Option Notice" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder.

"Optional Redemption Amount (Put)" means, in respect of any Note, [its principal amount] [insert relevant Optional Redemption Amount (Put)]. However, such amount must be higher than the principal amount].

"Optional Redemption Date (Put)" means [insert date].]

[[[•]]] *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to [(d)] above.

[[[•]]] *Purchase:* The Issuer[, the Guarantor] or any of [[its] [their] respective] Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.

6. Payments

(a) *Payments to Noteholders:* Payments in respect of the Notes shall be made against presentation of the Notes at the specified office of any Paying Agent outside the United States to or to the order of the relevant clearing system(s) for the account of the Noteholders by transfer to an account

zu Gunsten der Anleihegläubiger durch Überweisung auf ein von diesen angegebenes Konto.

- (b) *Zahlungen unterliegen Steuergesetzen:* Alle Zahlungen auf die Teilschuldverschreibungen unterliegen in allen Fällen am Zahlungsort den anwendbaren Steuer- oder anderen Gesetzen und Vorschriften, unbeschadet der Bestimmungen der Bedingung 7 (*Besteuerung*). Den Anleihegläubigern werden von keiner Zahlstelle Provisionen oder Kosten auf solche Zahlungen belastet.
- (c) *Zahlungen an Zahlungstagen:* Ist der Fälligkeitstag für die Zahlung eines Betrages auf die Teilschuldverschreibungen am Ort der Vorlegung kein Zahlungstag, hat der Anleihegläubiger erst am nächstfolgenden Zahlungstag an diesem Ort einen Anspruch auf Auszahlung. Der Anspruch auf Zahlung zusätzlicher Zins- oder anderer Beträge aufgrund einer solchen späteren Auszahlung ist ausgeschlossen.

„Zahlungstag“ ist

[Text für die Option Euro

jeder Tag, der ein TARGET-Abrechnungstag ist [, und an dem Geschäfte in ausländischen Währungen durchgeführt werden in jedem Zusätzlichen Finanzzentrum].

„TARGET-Abrechnungstag“ ist jeder Tag, an dem das Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET 2) oder jedes Nachfolgesystem („TARGET“) in Betrieb ist.]

[Text für die Option sonstige Währung

jeder Tag, an dem im Finanzzentrum der Währung, in welcher die Zahlung vorgenommen wird, [und in jedem Zusätzlichen Finanzzentrum] Geschäfte in ausländischen Währungen ausgeführt werden dürfen.

specified by them.

- (b) *Payments subject to fiscal laws:* All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of condition 7 (*Taxation*). No commissions or expenses shall be charged by any Paying Agent to the Noteholders in respect of such payments.
- (c) *Payments on payment business days:* If the due date for payment of any amount in respect of any Note is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

"Payment Business Day" means

[Text for the option Euro

any day which is TARGET Settlement Day [and a day on which dealings in foreign currencies may be carried on in each Additional Financial Centre].

"TARGET Settlement Day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer system 2 (TARGET 2) or any successor system thereto ("TARGET") is operating.]

[Text for option other currencies

any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment [and in each Additional Financial Centre].

[„Zusätzliche(s) Finanzzentrum(en)“ ist
[Stadt oder Städte angeben].]

["Additional Financial Centre(s)"] means
[specify city or cities].]

7. Besteuerung

(a) *Bruttoertrag*: Alle Zahlungen von Kapital und Zinsen durch die (oder im Namen der) Anleiheschuldnerin [oder die Garantin] auf die Teilschuldverschreibungen erfolgen ohne Einbehalt oder Abzug an der Quelle von irgendwelchen Steuern, Gebühren oder Abgaben, die von oder in der Bundesrepublik Deutschland [oder gegebenenfalls von oder in den Niederlanden] oder irgendeiner ihrer Gebietskörperschaften oder Behörden mit Steuerhoheit erhoben werden, sofern nicht eine solche Einbehaltung oder ein Abzug gesetzlich vorgeschrieben ist. In diesem Fall wird die Anleiheschuldnerin [oder gegebenenfalls die Garantin] zusätzliche Beträge zahlen, was dazu führt, dass die Anleihegläubiger die Beträge erhalten, die sie auch erhalten hätten, wenn keine solche Einbehaltung oder kein solcher Abzug vorgenommen worden wäre, mit der Ausnahme, dass keine zusätzlichen Beträge zu zahlen sind:

- (i) im Zusammenhang mit jeder Zahlung auf jede Teilschuldverschreibung, die auf andere Weise als durch Abzug oder Einbehalt an der Quelle aus Zahlungen von Kapital oder Zinsen zu entrichten sind;
- (ii) wenn der entsprechende Anleihegläubiger aufgrund seiner Verbindungen zur Bundesrepublik Deutschland [oder gegebenenfalls den Niederlanden], die über den reinen Besitz der Teilschuldverschreibung hinausgehen, zu irgendwelchen Steuern, Gebühren oder Abgaben veranlagt wird;
- (iii) wenn ein solcher Einbehalt oder Abzug hinsichtlich einer Zahlung an eine Einzelperson erhoben wird und dies entsprechend der Richtlinie 2003/48/EG der Europäischen Union

7. Taxation

(a) *Gross up*: All payments of principal and interest in respect of the Notes by or on behalf of the Issuer [or the Guarantor] shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed at source by or in the Federal Republic of Germany [or The Netherlands, as the case may be,] or any political subdivision or any authority thereof therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer [or the Guarantor (as applicable)] shall pay such additional amounts as will result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable:

- (i) in relation to any payment in respect of any Note which is to be paid on payments of principal or interest by any means other than withholding at source or deduction at source;
- (ii) if the relevant Noteholder is liable to such taxes, duties, assessments or governmental charges by reason of its having some connection with the Federal Republic of Germany [or The Netherlands, as the case may be,] other than the mere holding of the relevant Note;
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive

oder einer anderen Richtlinie, welche die Beschlüsse des Treffens des ECOFIN-Rats vom 26. bis 27. November 2000 über die Besteuerung von Kapital-einkünften umsetzt, oder entsprechend jeder anderen Rechtsnorm, welche diese Richtlinie umsetzt oder mit dieser übereinstimmt oder erlassen wird, um dieser Richtlinie zu entsprechen, erforderlich ist;

- (iv) hinsichtlich jeder Teilschuldverschreibung, die durch oder für einen Inhaber zur Zahlung vorgelegt wird, der in der Lage gewesen wäre, einen solchen Einbehalt oder Abzug durch Vorlegung der jeweiligen Teilschuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der EU zu vermeiden;
- (v) wenn die Teilschuldverschreibung zur Zahlung mehr als 30 Tage nach dem Maßgeblichen Tag vorgelegt wird, ausgenommen in dem Umfang, in dem der betreffende Inhaber zu solchen zusätzlichen Beträgen berechtigt wäre, wenn er die Teilschuldverschreibung am letzten Tag dieses Zeitraums von 30 Tagen vorgelegt hätte;
- (vi) wenn der Abzug oder Einbehalt aufgrund oder in Auswirkung oder als Ergebnis eines internationalen Vertrages, dem die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] beigetreten ist, oder einer aufgrund eines solchen Vertrages ergangenen Direktive oder Ausführungsbestimmung vorgenommen wird;
- (vii) wenn der Abzug oder Einbehalt im Fall einer Kombination der in den Absätzen (i) bis (vi) beschriebenen Fälle vorgenommen wird.

Die Bruttoertragsregelung dieser Bedingung 7(a) findet keine Anwendung in Bezug auf die deutsche Kapitalertragsteuer (inklusive der gegebenenfalls hierauf entfallenden Kirchensteuer), die nach dem deutschen

2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26–27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform, to such Directive;

- (iv) in respect of any Note presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the EU;
- (v) in respect of any Note presented for payment more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Note on the last day of such period of 30 days;
- (vi) in respect of any withholding or deduction pursuant to or as a consequence or result of an international treaty to which the Federal Republic of Germany [or The Netherlands, as the case may be,] is a party, or pursuant to a directive or implementing regulation adopted pursuant to such a treaty;
- (vii) in respect of any withholding or deduction in the case of any combination of circumstances described in paragraphs (i) to (vi).

The gross-up obligation of this condition 7(a) does not apply to German withholding tax on interest income (*Kapitalertragsteuer*; including, if any, church tax) to be deducted or withheld

Einkommensteuergesetz in seiner jeweils anzuwendenden Fassung abgezogen oder einbehalten wird, auch wenn der Abzug oder Einbehalt durch die Anleiheschuldnerin oder ihren Stellvertreter vorzunehmen ist, und den deutschen Solidaritätszuschlag oder jede andere Steuer, welche die deutsche Kapitalertragsteuer bzw. den Solidaritätszuschlag ersetzen oder erhöhen sollte.

Ungeachtet gegenteiliger Angaben in dieser Bedingung 7(a) sind weder die Anleiheschuldnerin noch die Garantin oder irgendeine Zahlstelle oder sonstige Person zur Zahlung zusätzlicher Beträge in Bezug auf jegliche Einbehalte oder Abzüge verpflichtet, die (i) von oder in Bezug auf jegliche Wertpapiere gemäß den Abschnitten 1471 bis 1474 des Code sowie den darunter erlassenen Verordnungen („FATCA“), gemäß den Gesetzen der Bundesrepublik Deutschland oder der Niederlande, zur Umsetzung von FATCA oder gemäß jeglichem Vertrag zwischen der Anleiheschuldnerin und/oder der Garantin und den Vereinigten Staaten oder einer Behörde der Vereinigten Staaten in Bezug auf FATCA oder gemäß eines Gesetzes der Bundesrepublik Deutschland, der Niederlande oder jeder anderen Jurisdiktion, die einen zwischenstaatliches Konzept in Bezug auf FATCA umsetzen, gemacht werden.

„**Maßgeblicher Tag**“ ist in Bezug auf jede Zahlung entweder (a) der Tag, an dem die betreffende Zahlung fällig wird oder (b) wenn der Fiscal Agent den gesamten, zahlbaren Betrag nicht an oder vor einem solchen Fälligkeitstag erhalten hat, der Tag, an dem eine entsprechende Mitteilung (über den Erhalt des gesamten Betrages) an die Anleihegläubiger gegeben wird, je nachdem, welcher der beiden Tage der spätere ist.

(b) Bedeutung von Kapital und Zinsen:

- (i) Jede Bezugnahme auf „Kapital“ schließt einen etwaigen Rückzahlungsbetrag, [etwaige gemäß Bedingung 4 (*Verspätete Zahlung des Rückzahlungsbetrages*) zusätzlich zahlbare Beträge,] etwaiges zu zahlendes Aufgeld auf eine Teilschuldverschreibung und

pursuant to the German Income Tax Act in its applicable version even if the deduction or withholding has to be made by the Issuer or its representative, and the German Solidarity Surcharge (*Solidaritätszuschlag*) or any other tax which may substitute or increase the German *Kapitalertragsteuer* or *Solidaritätszuschlag*, as the case may be.

Notwithstanding anything to the contrary in this condition 7(a), none of the Issuers, the Guarantor, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction (i) imposed on or in respect of any Note pursuant to sections 1471 to 1474 of the Code and the regulations promulgated thereunder ("FATCA"), any law of the Federal Republic of Germany or The Netherlands implementing FATCA, or any agreement between the relevant Issuer and/or the Guarantor and the United States or any authority thereof entered into for FATCA purposes, or any law of the Federal Republic of Germany, The Netherlands or any other jurisdiction implementing an intergovernmental approach to FATCA.

"**Relevant Date**" means, in relation to any payment, the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

b) Meaning of principal and interest:

- (i) Any reference to "principal" shall include any redemption amount, [any additional amounts in respect of principal which may be payable under condition 4 (*Late Payment of Redemption Amount*),] any premium payable in respect of

jeden anderen gemäß diesen Bedingungen zahlbaren Betrag mit Kapitalcharakter ein.

- (ii) Jede Bezugnahme auf „Zinsen“ wird so behandelt als schließe sie [alle gemäß Bedingung 4 (*Verspätete Zahlung des Rückzahlungsbetrages*) zusätzlich zahlbare Beträge auf Zinsen und] alle [anderen] gemäß diesen Bedingungen zu zahlenden Beträge mit Zinscharakter ein.

- (c) *Steuerhoheit:* Sofern die Anleihe-schuldnerin [oder die Garantin] zu irgendeinem Zeitpunkt einer anderen Steuerhoheit als der der Bundesrepublik Deutschland [oder gegebenenfalls der Niederlande] unterliegt, sind die Hinweise in diesen Bedingungen auf die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] als Hinweise auf die Bundesrepublik Deutschland [oder gegebenenfalls die Niederlande] und/oder auf die jeweilige andere Steuerhoheit anzusehen.

8. Kündigungsgründe für die Anleihegläubiger

Wenn eines der folgenden Ereignisse auftritt und andauert:

- (a) *Nichtzahlung:* die Anleiheschuldnerin zahlt den jeweiligen Kapitalbetrag der Teilschuldverschreibungen am Fälligkeitstag für die Zahlung von Kapital nicht oder entrichtet nicht den jeweiligen Zinsbetrag in Bezug auf die Teilschuldverschreibungen innerhalb von 10 Tagen nach dem Fälligkeitstag für die Zahlung von Zinsen; oder
- (b) *Verletzung sonstiger Verpflichtungen:* die Anleiheschuldnerin [oder die Garantin] gerät bei der Erfüllung und Einhaltung ihrer sonstigen wesentlichen Verpflichtungen unter den Teilschuldverschreibungen [oder gegebenenfalls unter der Garantie oder der Verpflichtungserklärung] in Verzug und ein derartiger Verzug dauert länger

a Note and any other amount in the nature of principal payable pursuant to these conditions.

- (ii) Any reference to "interest" shall be deemed to include [any additional amounts in respect of interest which may be payable under condition 4 (*Late Payment of Redemption Amount*) and] any [other] amount in the nature of interest payable pursuant to these conditions.

- (c) *Taxing jurisdiction:* If the Issuer [or the Guarantor] becomes subject at any time to any taxing jurisdiction other than the Federal Republic of Germany [or The Netherlands, as the case may be], references in these conditions to The Federal Republic of Germany [or The Netherlands, as the case may be,] shall be construed as references to the Federal Republic of Germany [or The Netherlands, as the case may be] and/or such other jurisdiction.

8. Events of Default

If any of the following events occurs and is continuing:

- (a) *Non-payment:* the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 10 days of the due date for payment thereof; or
- (b) *Breach of other obligations:* the Issuer [or the Guarantor] defaults in the performance or observance of any of its other obligations in any material respect under the Notes [or (as the case may be) the Guarantee or the Undertaking] and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer

als 30 Tage, nachdem hierüber eine schriftliche Mitteilung eines Anleihegläubigers, adressiert an die Anleiheschuldnerin [und die Garantin], der Anleiheschuldnerin [und der Garantin] zugestellt wurde; oder

(c) *Drittverzug der Anleiheschuldnerin[, der Garantin] oder einer Tochtergesellschaft:*

(i) eine wie in Bedingung 3[(d)] definierte Verbindlichkeit der Anleiheschuldnerin[, der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften (wie in Bedingung 3 [(d)] definiert) wird bei Fälligkeit oder gegebenenfalls innerhalb einer ursprünglich vereinbarten und anwendbaren Nachfrist nicht beglichen;

(ii) eine derartige Verbindlichkeit wird aufgrund einer Nicht- oder Schlechterfüllung der Anleiheschuldnerin [der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften vor ihrem ursprünglichen angegebenen Fälligkeitstermin bzw. einer gewährten Nachfrist fällig und zahlbar; oder

(iii) die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften versäumen es, innerhalb von 10 Tagen aus einer fällig gewordenen Garantie-verpflichtung Zahlung für eine Verbindlichkeit zu leisten, es sei denn, die Anleiheschuldnerin [oder gegebenenfalls die Garantin] bestreitet in gutem Glauben, dass die Zahlungsverpflichtung besteht oder fällig ist bzw. die Garantie-verpflichtung berechtigterweise geltend gemacht wird;

vorausgesetzt, dass der Betrag der Verbindlichkeiten, auf die unter (i) und/oder unter (ii) Bezug genommen wird und/oder der unter einer Garantieverpflichtung zahlbare Betrag, auf den unter (iii) Bezug genommen wird,

[and the Guarantor] by any Noteholder, has been delivered to the Issuer [and the Guarantor]; or

(c) *Cross-default of Issuer[, Guarantor] or Subsidiary:*

(i) any Indebtedness (as defined in condition 3[(d)]) of the Issuer[, the Guarantor] or any of [its / their respective] Subsidiaries (as defined in condition 3 [(d)]) is not paid when due or (as the case may be) within any originally agreed and applicable grace period;

(ii) any such Indebtedness becomes due and payable prior to its original stated maturity or any further period for performance (Nachfrist) that may be granted as a result of non-performance (*Nichterfüllung*) or defective performance (*Schlechterfüllung*) by the Issuer [the Guarantor] or any of [its/their respective] Subsidiaries; or

(iii) the Issuer[, the Guarantor] or any of [its / their respective] Subsidiaries fails to pay within 10 days of the due date any amount payable by it under any guarantee of any Indebtedness unless the Issuer [or, as the case may be, the Guarantor] is disputing in good faith that it is obliged to make such payment or that such payment is due or that such guarantee has been properly demanded;

provided that the amount of Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any guarantee referred to in sub-paragraph (iii) above individually

einzelnen oder insgesamt EUR 75.000.000 (oder den Gegenwert in einer oder mehreren Wahrung(en)) bersteigt; oder

(d) *Nicht erflltes Urteil*: ein(e) oder mehrere Urteil(e) oder Verfgung(en), gegen das/die nach dem anwendbaren Recht keine weiteren Berufungen oder gerichtliche berprfungen zulassig ist/sind, wird/werden gegen die Anleiheschuldnerin[, die Garantin] oder ihre [jeweiligen] Tochtergesellschaften fr Zahlungen in einem Gesamtbetrag erwirkt, der EUR 75.000.000 (oder den Gegenwert in einer oder mehreren Wahrung(en)) bersteigt und dieser Betrag wird in einem Zeitraum von 30 Tagen nach Rechtskraft, oder, falls das/die Urteil(e) oder die Verfgung(en) einen spateren Zahlungstermin vorsieht/vorsehen, bis zu diesem benannten Zahlungstag, nicht bezahlt oder die Zahlungsaufforderung nicht ausgesetzt wird; oder

(e) *Insolvenz, usw.*: (i) gegen die Anleiheschuldnerin [, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP bersteigt, wird ein Insolvenz- oder Vergleichsverfahren (oder ahnliches Verfahren) gerichtlich erffnet, das nicht innerhalb von 20 Tagen nach dessen Erffnung aufgehoben oder ausgesetzt worden ist; oder (ii) die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP bersteigt, beantragt ein solches Verfahren oder stellt ihre Zahlungen ein oder bietet einen generellen Vergleich mit der Gesamtheit ihrer Glaubiger an; oder (iii) die Anleiheschuldnerin[, die Garantin] oder eine ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP bersteigt, stellt ihren gesamten Betrieb oder einen wesentlichen Teil des Betriebes ein oder kndigt die Einstellung

or in the aggregate exceeds EUR 75,000,000 (or its equivalent in any other currency or currencies); or

(d) *Unsatisfied judgment*: one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of an aggregate amount in excess of EUR 75,000,000 (or its equivalent in any other currency or currencies) is/are rendered against the Issuer[, the Guarantor] or any of [its/their respective] Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) on which it or they become(s) final or, if later, the date therein specified for payment; or

(e) *Insolvency etc*: (i) insolvency or bankruptcy proceedings (or similar proceedings) are commenced by any court of law against the Issuer[, the Guarantor] or any of [its] [their] respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, and are not dismissed or stayed within 20 days of their commencement; or (ii) the Issuer[, the Guarantor] or any of [its] [their] respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, applies for such proceedings to be commenced or declares a cessation of payments or proposes a general composition with all its creditors; or (iii) the Issuer[, the Guarantor] or any of [its] [their] respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, ceases or announces its intention to cease to carry on all or a substantial part of its business operations or sells or disposes of its assets or a substantial

ihres gesamten oder eines wesentlichen Teils ihres Betriebes an oder verkauft oder verfügt über alle ihre Vermögenswerte oder einen wesentlichen Teil davon und (A) verringert damit wesentlich den Wert ihrer Vermögenswerte und (B) aus diesem Grund wird es wahrscheinlich, dass die Anleiheschuldnerin [oder die Garantin] ihre Zahlungsverpflichtungen gegenüber den Anleihegläubigern nicht erfüllt (ausgenommen im Falle einer Tochtergesellschaft der Anleiheschuldnerin [oder einer Tochtergesellschaft der Garantin] zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist); oder

(f) *Abwicklung, usw.:* eine Verfügung oder ein rechtswirksamer Beschluss ergeht über die Abwicklung, Liquidation oder Auflösung der Anleiheschuldnerin[, der Garantin] oder einer ihrer [jeweiligen] Tochtergesellschaften, deren Bilanzsumme jeweils ein Prozent der konsolidierten Bilanzsumme der METRO GROUP übersteigt, ausgenommen (i) im Falle einer Tochtergesellschaft der Anleiheschuldnerin [oder einer Tochtergesellschaft der Garantin] zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist; oder (ii) im Falle der Anleiheschuldnerin [und gegebenenfalls der Garantin], zwecks oder gemäß einer Fusion, Sanierung oder Umstrukturierung, während sie zahlungsfähig ist, und die neue Gesellschaft (im Falle der Anleiheschuldnerin) übernimmt alle Verpflichtungen, die sich aus diesen Bedingungen und dem Issue and Paying Agency Agreement ergeben[, und (im Falle der Garantin), dass sie alle Verpflichtungen, die sich aus der Garantie, der Verpflichtungserklärung und des Issue and Paying Agency Agreement ergeben, übernimmt]; oder

(g) *Gesetzwidrigkeit:* die Erfüllung oder Einhaltung einer ihrer Verpflichtungen aus den Teilschuldverschreibungen[, der Garantie oder der Verpflichtung

part thereof and (A) thereby diminishes materially the value of its assets and (B) for this reason it becomes likely that the Issuer [or the Guarantor] may not fulfil its payment obligations to the Noteholders (otherwise than, in the case of a Subsidiary of the Issuer [or a Subsidiary of the Guarantor], for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

(f) *Winding up etc:* an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer[, the Guarantor] or any of [[its] [their respective] Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO GROUP, otherwise than, (i) in the case of a Subsidiary of the Issuer [or a Subsidiary of the Guarantor], for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent; or (ii) in the case of the Issuer [and the Guarantor (as applicable)], otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent and the new company (in the case of the Issuer) assumes all obligations arising from these conditions and the Issue and Paying Agency Agreement [and (in the case of the Guarantor) assumes all obligations arising from the Guarantee, the Undertaking and the Issue and Paying Agency Agreement]; or

(g) *Unlawfulness:* it is or will become unlawful for the Issuer [or the Guarantor] to perform or comply with any of its obligations arising out of the

tungserklärung] ist oder wird für die Anleiheschuldnerin [oder die Garantin] eine gesetzwidrige Handlung; [oder]

Notes[, the Guarantee or the Undertaking]; [or]

[Text für garantierte Teilschuldverschreibungen]

[Text applicable to guaranteed Notes]

(h) *Unwirksamkeit der Garantie/der Verpflichtungserklärung:* die Garantie oder die Verpflichtungserklärung ist nicht mehr uneingeschränkt wirksam (oder die Garantin erklärt, dass die Garantie oder die Verpflichtungserklärung nicht mehr uneingeschränkt wirksam ist),]

(h) *Guarantee/Undertaking not in force:* the Guarantee or the Undertaking is not (or is claimed by the Guarantor not to be) in full force and effect,]

kann durch eine schriftliche Mitteilung des jeweiligen Anleihegläubigers, adressiert an die Anleiheschuldnerin [und die Garantin], die der Anleiheschuldnerin [und der Garantin] zugestellt wird, jede Teilschuldverschreibung ab Zugang der schriftlichen Mitteilung als unverzüglich fällig und für zahlbar erklärt werden, worauf sie unverzüglich und ohne jede weitere Handlung oder Formalität fällig und mit ihrem Vorzeitigen Kündigungsbetrag, zusammen mit den gegebenenfalls aufgelaufenen Zinsen, zahlbar wird.

then any Note may, by written notice addressed by the respective Noteholder to the Issuer [and the Guarantor] and delivered to the Issuer [and the Guarantor], be declared immediately due and payable, and it shall upon receipt of such written notice become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

„Vorzeitiger Kündigungsbetrag“ ist in Bezug auf jede Teilschuldverschreibung ihr Kapitalbetrag.

"Early Termination Amount" means, in respect of any Note, its principal amount.

9. Vorlegung, Verjährung und Hinterlegung

9. Presentation, Prescription and Deposit

(a) *Vorlegungsfrist:* Die Frist für die Vorlegung der Teilschuldverschreibungen gemäß § 801 Absatz 1 Satz 1 BGB wird auf 10 Jahre verkürzt.

(a) *Presentation period:* The period for presentation of Notes due, as established in Section 801 paragraph 1 sentence 1 of the German Civil Code, is reduced to ten years.

(b) *Verjährungsfrist:* Die Frist für die Verjährung der Zahlungen von Kapital oder Zinsen unter den Teilschuldverschreibungen, die während der Vorlegungsfrist zur Zahlung vorgelegt werden, beträgt zwei Jahre, beginnend mit dem Ende des entsprechenden Vorlegungszeitraums.

(b) *Prescription period:* The period for prescription for the payment of principal or interest under the Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

(c) *Hinterlegung:* Die Anleiheschuldnerin [oder gegebenenfalls die Garantin] kann beim Amtsgericht der Stadt Frankfurt am Main Kapitalbeträge und Zinsen

(c) *Deposit:* The Issuer [or the Guarantor, as the case may be,] may deposit with the "Amtsgericht" (lower court) of Frankfurt am Main principal and

hinterlegen, die von den Anleihegläubigern nicht innerhalb von 12 Monaten nach dem Maßgeblichen Tag beansprucht wurden, und auf ihr Rücknahmerecht für eine derartige Hinterlegung verzichten. Die Hinterlegung erfolgt auf Gefahr und Kosten der entsprechenden Anleihegläubiger. Alle Ansprüche der entsprechenden Anleihegläubiger gegen die Anleiheschuldnerin [und/oder gegebenenfalls die Garantin] erlöschen durch die Hinterlegung.

10. Beauftragte

In Ausführung ihrer Aufgaben gemäß des Issue and Paying Agency Agreement und im Zusammenhang mit den Teilschuldverschreibungen handeln die Zahlstellen und der Fiscal Agent als alleinige Beauftragte der Anleiheschuldnerin [und gegebenenfalls der Garantin] und übernehmen keine Verpflichtungen und stehen in keinem Vertretungs- oder Treuhandverhältnis für oder mit den Anleihegläubigern.

Die anfänglichen Zahlstellen und ihre anfänglich benannten Geschäftsstellen [sowie die anfängliche Berechnungsstelle] sind nachstehend aufgeführt. Die Anleiheschuldnerin [und die Garantin] behalten sich das Recht vor, jederzeit die Ernennung einer jeglichen Zahlstelle anders zu regeln oder zu beenden und einen anderen Fiscal Agent oder eine andere Berechnungsstelle und zusätzliche oder andere Zahlstellen zu ernennen, vorausgesetzt jedoch, dass:

- (a) die Anleiheschuldnerin [und die Garantin] zu jeder Zeit einen Fiscal Agent unterhält; [und]

[Text, der anwendbar ist, wenn es eine Berechnungsstelle gibt]

- (b) die Anleiheschuldnerin [und die Garantin] zu jeder Zeit eine Berechnungsstelle unterhält; [und]]

- [(c)] wenn und so lange die Teilschuldverschreibungen an einer Börse, zum Handel und/oder zur Kursfeststellung durch eine

interest not claimed by Noteholders within twelve months after the Relevant Date and waive its right to withdraw such deposit. Such deposit will be at the risk and cost of such Noteholders. Upon such deposit all claims of such Noteholders against the Issuer [and/ or, as the case may be, the Guarantor] shall cease.

10. Agents

In acting under the Issue and Paying Agency Agreement and in connection with the Notes, the Paying Agents and the Fiscal Agent act solely as agents of the Issuer [and the Guarantor (as applicable)] and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Paying Agents and their initial specified offices[, as well as the initial Calculation Agent,] are listed below. The Issuer [and the Guarantor] reserve[s] the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or calculation agent and additional or successor paying agents, *provided, however, that:*

- (a) the Issuer [and the Guarantor] shall at all times maintain a Fiscal Agent; [and]

[Text applicable where there is a calculation agent]

- (b) the Issuer [and the Guarantor] shall at all times maintain a Calculation Agent; [and]]

- [(c)] if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation

Börsenzulassungsstelle, Börse und/oder ein Kursfeststellungssystem zugelassen sind, welche die Ernennung einer Zahlstelle an einem bestimmten Ort erfordern, wird die Anleiheschuldnerin [und die Garantin] eine Zahlstelle an dem von der Börsenzulassungsstelle, der Börse oder einem Kursfeststellungssystem vorgeschriebenen Ort unterhält; [und]

[(d)]die Anleiheschuldnerin [und die Garantin] sicherstellen [wird] [werden], dass sie eine Zahlstelle in einem Mitgliedstaat der EU (vorausgesetzt, ein solcher Mitgliedstaat der EU existiert) [unterhält][unterhalten], der nicht entsprechend der Richtlinie zur Besteuerung von Kapitaleinkünften verpflichtet sein wird, Steuern einzubehalten oder abzuziehen, falls die Richtlinie 2003/48/EU oder eine andere Richtlinie, welche die Beschlüsse des ECOFIN-Rats vom 26. bis 27. November 2000 umsetzt, in Kraft tritt.

Die Anleihegläubiger werden unverzüglich über eine etwaige Änderung der Zahlstellen oder ihrer benannten Geschäftsstellen informiert.

Der Fiscal Agent:

Deutsche Bank Aktiengesellschaft

Taunusanlage 12
60325 Frankfurt am Main
Deutschland

11. Begebung weiterer Schuldverschreibungen

Die Anleiheschuldnerin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen mit in jeder Hinsicht identischen Bedingungen (oder in jeder Hinsicht mit Ausnahme der ersten Zinszahlung) begeben, die dann eine einzige Serie mit den Teilschuldverschreibungen bilden.

12. Ersetzung der Anleiheschuldnerin

(a) Die Anleiheschuldnerin ist jederzeit berechtigt, ohne Zustimmung der

system which requires the appointment of a Paying Agent in any particular place, the Issuer [and the Guarantor] shall maintain a Paying Agent in the place required by such listing authority, stock exchange and/or quotation system; [and]

[(d)]if European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN council meeting of 26–27 November 2000 is brought into force, the Issuer [and the Guarantor] will ensure that [it][they] maintain[s] a Paying Agent in an EU member state (provided there will be such an EU member state) that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

Notice of any change in any of the Paying Agents or in their specified offices shall promptly be given to the Noteholders.

The Fiscal Agent:

Deutsche Bank Aktiengesellschaft

Taunusanlage 12
60325 Frankfurt am Main
Germany

11. Further Issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

12. Substitution of the Issuer

(a) The Issuer shall be entitled at any time without the consent of the Noteholders

Anleihegläubiger [bei von der Metro Finance B.V. begebenen Teilschuldverschreibungen: die Garantin] [bei von der METRO AG begebenen Teilschuldverschreibungen: die Metro Finance B.V.] als Anleiheschuldnerin (die „**Neue Anleiheschuldnerin**“) hinsichtlich aller Verpflichtungen aus oder in Verbindung mit den Teilschuldverschreibungen an die Stelle der Anleiheschuldnerin zu setzen, sofern:

- (i) die Neue Anleiheschuldnerin alle Verpflichtungen der Anleiheschuldnerin aus oder in Verbindung mit den Teilschuldverschreibungen übernimmt;
- (ii) die Neue Anleiheschuldnerin alle etwa notwendigen Genehmigungen von den zuständigen Behörden erhalten hat, wonach die Neue Anleiheschuldnerin alle Beträge, die zur Erfüllung der aus oder in Verbindung mit den Teilschuldverschreibungen entstehenden Zahlungsverpflichtungen erforderlich sind, in der Emissionswährung oder einer anderen erforderlichen Währung ohne Einbehalt an der Quelle oder Abzug an der Quelle von Steuern, Gebühren oder Abgaben an die jeweilige Zahlstelle transferieren darf;

[Des Weiteren gilt im Fall einer Schuldnerersetzung bei von der METRO AG begebenen Teilschuldverschreibungen:

- (iii) die Garantin unbedingt und unwiderruflich die Verpflichtungen der Neuen Anleiheschuldnerin garantiert.]
- (b) Im Falle einer solchen Schuldnerersetzung gilt jede in diesen Bedingungen enthaltene Bezugnahme auf die Anleiheschuldnerin fortan als Bezugnahme auf die Neue Anleiheschuldnerin, und jede Bezugnahme auf das Land der Anleiheschuldnerin in den Bedingungen 5(b) (*Rückzahlung aus Steuergründen*)

to be substituted as Issuer by [*in the case of Notes issued by Metro Finance B.V.: the Guarantor*] [*in the case of Notes issued by METRO AG: Metro Finance B.V.*] (the "**New Issuer**") in respect of all obligations arising from or in connection with the Notes, provided that:

- (i) the New Issuer assumes all obligations of the Issuer arising from or in connection with the Notes;
- (ii) the New Issuer has obtained any necessary authorisation from the competent authorities to the effect that the New Issuer may transfer to the relevant Paying Agent in the Issue Currency or other relevant currency without the withholding at source or deduction at source of any taxes, fees, duties, assessments or other governmental charges all amounts required for the performance of the payment obligations arising from or in connection with the Notes;

[Furthermore, in the event of such substitution in the case of Notes issued by METRO AG the following shall apply:

- (iii) the Guarantor irrevocably and unconditionally guarantees such obligations of the New Issuer.]
- (b) In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the New Issuer and any reference to the Issuer's country of domicile in Conditions 5(b) (*Redemption for tax reasons*) and 7 (*Taxation*) shall from then on be deemed to refer to the country where

und 7 (*Besteuerung*) gilt fortan als Bezugnahme auf das Land, in dem die Neue Anleiheschuldnerin ihren Sitz hat oder, falls abweichend, als Steuerinländerin gilt.

the New Issuer is domiciled or, if different, is treated as resident for tax purposes.

[Des Weiteren gilt im Fall einer Schuldnerersetzung bei von der METRO AG begebenen Teilschuldverschreibungen:

[Furthermore, in the event of such substitution in the case of Notes issued by METRO AG the following shall apply:

(i) in Bedingung 5(b) (*Rückzahlung aus Steuergründen*) und 7 (*Besteuerung*) gilt eine Bezugnahme auf die Bundesrepublik als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Neue Anleiheschuldnerin ihren Sitz hat oder, falls abweichend, als Steuerinländerin gilt);

(i) in Condition 5(b) (*Redemption for tax reasons*) and 7 (*Taxation*) a reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country where the New Issuer is domiciled or, if different, is treated as resident for tax purposes;

(ii) in Bedingung 8(b)–(g) gilt eine Bezugnahme auf die Anleiheschuldnerin in ihrer Eigenschaft als Garantin aufgenommen (zusätzlich zu der Bezugnahme auf die Neue Anleiheschuldnerin);

(ii) in Condition 8(b)–(g) a reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the New Issuer;

(iii) in Bedingung 8 (*Kündigungsgründe für die Anleihegläubiger*) gilt als Bedingung 8(h) folgender Text für garantierte Teilschuldverschreibungen als aufgenommen:

(iii) in Condition 8 8 (*Events of Default*) the following text applicable to guaranteed Notes shall be deemed to be included as Condition 8(h):

„Unwirksamkeit der Garantie/der Verpflichtungserklärung: die Garantie oder die Verpflichtungserklärung ist nicht mehr uneingeschränkt wirksam (oder die Garantin erklärt, dass die Garantie oder die Verpflichtungserklärung nicht mehr uneingeschränkt wirksam ist)“;

"Guarantee/Undertaking not in force: the Guarantee or the Undertaking is not (or is claimed by the Guarantor not to be) in full force and effect";

(iv) in Bedingung 16 (*Anwendbares Recht und Gerichtsstand*) gilt als Bedingung 16(c) und (d) folgender Text für garantierte Teilschuldverschreibungen als aufgenommen:

(iv) in Condition 16 (*Governing Law and Jurisdiction*) the following text applicable to guaranteed Notes shall be deemed to be included as Condition 16(c) and (d):

„(c) *Weiterer Gerichtsstand:* Die Anleihegläubiger sind auch berechtigt, ihre Ansprüche gegenüber der Anleihe-schuldnerin vor Gerichten in den Niederlanden geltend zu machen. In diesen Fällen ist das Recht der Bundesrepublik Deutschland anzuwenden.

Zustellungsbevollmächtigter: Für etwaige Rechtsstreitigkeiten, die zwischen den Anleihegläubigern und der Anleiheschuldnerin vor Gerichten in der Bundesrepublik Deutschland geführt werden, hat die Anleiheschuldnerin die METRO AG, Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, zur Zustellungsbevollmächtigten bestellt.“]

"(c) *Further jurisdiction:* The Noteholders are also entitled to assert their claims against the Issuer before courts in The Netherlands. In such cases the laws of the Federal Republic of Germany shall be applied."

Process agent: For litigation, if any, between the Noteholders and the Issuer which is brought before courts in the Federal Republic of Germany, the Issuer has appointed METRO AG, Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany, as agent for service of process.”]

(c) Eine Schuldnerersetzung gemäß Absatz (a) ist für die Anleihegläubiger bindend und ist unverzüglich gemäß Bedingung 13 (*Bekanntmachungen*) bekannt zu machen.

(d) Im Übrigen gelten durch eine solche Ersetzung die Teilschuldverschreibungen insoweit als abgeändert, als es für die Wirksamkeit der Ersetzung erforderlich ist.

(c) Any substitution effected in accordance with paragraph (a) shall be binding on the Noteholders and shall be notified promptly in accordance with Condition 13 (*Notices*).

(d) As of the rest of the issues, upon any such substitution, the Notes shall be deemed to be modified to the extent necessary for rendering the substitution effective.

13. Bekanntmachungen

13. Notices

[Im Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:

[In the case of Notes which are listed on a Stock Exchange insert:

(a) *Bekanntmachung.* Alle die Teilschuldverschreibungen betreffenden Mitteilungen sind [im elektronischen Bundesanzeiger sowie] in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Deutschland] [Luxemburg] [London] [*anderen Ort einfügen*], voraussichtlich [die Börsen-Zeitung] [das Luxemburger Wort] [das Tageblatt] [die Financial Times] [*andere Zeitung mit allgemeiner Verbreitung einfügen*] in deutscher oder englischer Sprache zu veröffentlichen [und werden auf der Website der Luxemburger Börse

(a) *Notices.* All notices concerning the Notes shall be published [in the electronic version of the Federal Gazette (*Bundesanzeiger*) and] in a leading daily newspaper having general circulation in [Germany] [Luxembourg] [London] [*specify other location*]. These newspapers are expected to be the [Börsen-Zeitung] [Luxemburger Wort] [Tageblatt] [Financial Times] [*insert other applicable newspaper having general circulation*] in the German or English language [and will be published on the

(www.bourse.lu) veröffentlicht]. Jede derartige Mitteilung gilt am dritten Tag nach ihrer Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

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 after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).]

[Sofern eine Mitteilung durch Elektronische Publikation auf der Website der betreffenden Börse möglich ist, einfügen:

[if notices may be given by means of electronic publication on the website of the relevant stock exchange insert:

(a) Bekanntmachung. Alle die Teilschuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der [betreffende Börse einfügen] (www.[Internetadresse einfügen]) [sowie im Bundesanzeiger]. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

(a) Notices. All notices concerning the Notes will be made by means of electronic publication on the internet website of the [insert relevant stock exchange] (www.[insert internet address]) [and in the electronic version of the Federal Gazette (*Bundesanzeiger*)]. Any notice so given will be deemed to have been validly given on the day of such publication (or, if published more than once, on the third day after the date of the first such publication).]

(b) Mitteilung an das Clearing-System.

(b) Notification to Clearing System.

[im Fall von Teilschuldverschreibungen, die nicht notiert sind, einfügen:

[in the case of Notes which are unlisted insert:

Die Anleiheschuldnerin wird alle die Teilschuldverschreibungen betreffenden Mitteilungen an das Clearing-System zur Weiterleitung an die Anleihegläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

The Issuer shall deliver all notices concerning the Notes to the clearing system for communication by the clearing system to the Noteholders. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which said notice was given to the clearing system.]

[Im Fall von Teilschuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen:

[In the case of Notes which are listed on the Luxembourg Stock Exchange insert:

Solange Teilschuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (a) Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies zulassen, kann die Anleiheschuldnerin eine Veröffentlichung nach Absatz (a) durch eine Mitteilung an das Clearing-System zur Weiterleitung an die Anleihegläubiger

So long as any Notes are listed on the Luxembourg Stock Exchange, paragraph (a) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the clearing system for communication by the clearing system to the Noteholders in lieu of publication in

ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

[Im Fall von Schuldverschreibungen, die an einer anderen Börse als der Luxemburger Börse notiert sind, einfügen:

Die Anleiheschuldnerin ist berechtigt, eine Veröffentlichung nach Absatz (a) durch eine Mitteilung an das Clearing-System zur Weiterleitung an die Anleihegläubiger zu ersetzen, vorausgesetzt, dass die Regeln der Börse, an der die Teilschuldverschreibungen notiert sind, diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing-System als den Anleihegläubigern mitgeteilt.]

14. Rundungen

Zum Zweck von Berechnungen, auf die in diesen Bedingungen Bezug genommen wird (sofern sie in diesen Bedingungen nicht anders spezifiziert sind), werden (a) alle Prozentsätze, die sich aus solchen Berechnungen ergeben, gerundet, wenn es erforderlich ist, auf das nächste 1/100.000 eines Prozentpunktes (wobei 0,000005 Prozent auf 0,00001 Prozent aufgerundet werden).] [(b)] alle bei solchen Berechnungen benutzten oder sich ergebenden Yen-Beträge auf den nächstniedrigeren ganzen Yen-Betrag abgerundet,] und [(c)] alle Beträge, [die einen Nominalwert in einer anderen Währung besitzen und] die bei diesen Berechnungen benutzt werden oder sich ergeben, auf die ersten zwei Dezimalstellen der maßgeblichen Währung gerundet, wobei 0,005 aufgerundet wird.

15. Änderung der Emissionsbedingungen

(a) *Schuldverschreibungsgesetz*: §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz, „SchVG“) vom 31. Juli 2009, welches am 5. August 2009 in Kraft trat, finden auf die Schuldverschreibungen Anwendung.

the newspapers set forth in subparagraph (a) above; any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to the clearing system.]

[In the case of Notes which are listed on a Stock Exchange other than the Luxembourg Stock Exchange insert:

The Issuer may, in lieu of publication in the newspapers set forth in paragraph (a) above, deliver the relevant notice to the clearing system, for communication by the clearing system to the Noteholders, provided that the rules of the stock exchange on which Notes are listed permit such form of notice. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which said notice was given to the clearing system.]

14. Rounding

For the purposes of any calculations referred to in these conditions (unless otherwise specified in these conditions), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest 1/100,000 of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.).] [(b)] all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount] and [(c)] all amounts [denominated in any other currency] used in or resulting from such calculations will be rounded to the nearest two decimal places in the relevant currency, with 0.005 being rounded upwards.

15. Amendments to the Conditions

(a) *German Bond Act*: Sections 5 et seq. of the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* ("SchVG") dated 31 July 2009), which came into effect on 5 August 2009, shall be applicable in relation to the Notes. Thus, the

Infolgedessen kann die Anleiheschuldnerin durch Zustimmung eines Mehrheitsbeschlusses der Anleihegläubiger diese Bedingungen ändern.

(b) *Beschlussgegenstände:* Die Anleihegläubiger können durch Mehrheitsbeschluss insbesondere folgenden Maßnahmen zustimmen:

- (i) der Veränderung der Fälligkeit, der Verringerung oder dem Ausschluss der Zinsen;
- (ii) der Veränderung der Fälligkeit der Hauptforderung;
- (iii) der Verringerung der Hauptforderung;
- (iv) dem Nachrang der Forderungen aus den Schuldverschreibungen im Insolvenzverfahren der Anleiheschuldnerin;
- (v) der Umwandlung oder dem Umtausch der Schuldverschreibungen in Gesellschaftsanteile, andere Wertpapiere oder andere Leistungsversprechen;
- (vi) dem Austausch und der Freigabe von Sicherheiten;
- (vii) der Änderung der Währung der Schuldverschreibungen;
- (viii) dem Verzicht auf das Kündigungsrecht der Gläubiger oder dessen Beschränkung;
- (ix) der Änderung oder Aufhebung von Nebenbestimmungen der Schuldverschreibungen; und
- (x) die Bestellung oder Abberufung eines Gemeinsamen Vertreters (wie in nachstehendem Absatz (g) definiert) der Gläubiger.

Eine Verpflichtung zur Leistung kann für die Anleihegläubiger durch

Issuer may amend these conditions with consent by majority resolution of the Noteholders.

(b) *Matters of Resolutions:* Noteholders may in particular agree by majority resolution to the following:

- (i) a change of the due date for payment of interest, the reduction, or the cancellation, of interest;
- (ii) a change of the due date for payment of principal;
- (iii) a reduction of principal;
- (iv) a subordination of claims arising from the Notes in insolvency proceedings of the Issuer;
- (v) a conversion of the Notes into, or the exchange of the Notes for, shares, other securities or obligations;
- (vi) an exchange or release of security;
- (vii) a change of the currency of the Notes;
- (viii) a waiver or restriction of Noteholders' rights to give notice of termination under the Notes;
- (ix) an amendment or a rescission of ancillary provisions of the Notes; and
- (x) an appointment or a removal of a Common Representative (as defined in (g) below) for the Noteholders.

No obligation to make any payment or to render any other performance

Mehrheitsbeschluss nicht begründet werden.

- (c) *Versammlung der Anleihegläubiger:* Die Anleihegläubiger beschließen im Wege der Abstimmung ohne Versammlung gemäß § 18 SchVG.

Die Versammlung der Anleihegläubiger wird von der Anleiheschuldnerin oder von dem Gemeinsamen Vertreter (wie in nachstehendem Absatz (g) definiert) der Anleihegläubiger einberufen. Gemäß § 9 Absatz 1 Satz 2 i.V.m. § 18 SchVG ist sie einzuberufen, wenn Anleihegläubiger, deren Schuldverschreibungen zusammen 5 % des Nennwertes der ausstehenden Schuldverschreibungen erreichen, dies schriftlich unter Angabe eines der in § 9 Absatz 1 Satz 2 SchVG aufgeführten Gründe verlangen.

- (d) *Mehrheitsprinzip:* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit entscheiden die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

In den Fällen dieser Bedingung 15(b) (i) bis (x) bedürfen Beschlüsse zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte.

- (e) *Stimmrecht:* An Abstimmungen der Anleihegläubiger nimmt jeder Anleihegläubiger nach Maßgabe des Nennwertes oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil. Das Stimmrecht ruht, solange die Anteile der Anleiheschuldnerin oder einem mit ihr verbundenen Unternehmen (§ 271 Absatz 2 Handelsgesetzbuch) zustehen oder für Rechnung der Anleiheschuldnerin oder eines mit ihr verbundenen Unternehmens gehalten werden. Die Anleiheschuldnerin darf Schuldverschreibungen, deren Stimmrechte ruhen, einem anderen nicht zu dem Zweck überlassen, die Stimmrechte an ihrer Stelle auszuüben; dies gilt auch für ein mit der

shall be imposed on any Noteholder by majority resolution.

- (c) *Meeting of Noteholders:* Pursuant to Section 18 SchVG, Noteholders shall pass resolutions by vote taken without a physical meeting.

A meeting of Noteholders will be called for by the Issuer or the Common Representative (as defined in (g) below). Pursuant to Section 9 paragraph 1 sentence 2 SchVG, a meeting of Noteholders must be called if Noteholders holding Notes amounting to 5 per cent. of the outstanding principal amount of the Notes request so, in writing, with reference to one of the reasons set out in Section 9 paragraph 1 sentence 2 SchVG.

- (d) *Majority Vote:* Except as provided in the following sentence and provided that the requisite quorum is present, a resolution of the Noteholders will be passed by simple majority of the rights to vote participating in the vote.

In the cases of this condition 15(b) (i) through (x), in order to be passed, resolutions require a majority of not less than 75 per cent. of the rights to vote participating in the vote.

- (e) *Right to Vote:* Each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional fraction of its entitlement to the outstanding Notes. As long as the entitlement to the Notes lies with, or the Notes are held for the account of, the Issuer or any of its affiliates (Section 271 paragraph 2 of the German Commercial Code (*Handelsgesetz-buch*)), the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting rights are so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any

Anleiheschuldnerin verbundenes Unternehmen. Niemand darf das Stimmrecht zu dem in Satz 3 erster Halbsatz bezeichneten Zweck ausüben.

(f) *Verbindlichkeit:* Die Mehrheitsbeschlüsse der Anleihegläubiger sind für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(g) *Bestellung eines Gemeinsamen Vertreters:* Die Anleihegläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der „**Gemeinsame Vertreter**“) für alle Anleihegläubiger bestellen. Zum Gemeinsamen Vertreter kann jede geschäftsfähige Person oder eine sachkundige juristische Person bestellt werden. Eine Person, welche

(i) Mitglied des Vorstands, des Aufsichtsrats, des Verwaltungsrats oder eines ähnlichen Organs, Angestellter oder sonstiger Mitarbeiter der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens ist;

(ii) am Stamm- oder Grundkapital der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens mit mindestens 20 % beteiligt ist;

(iii) Finanzgläubiger der Anleiheschuldnerin oder eines mit dieser verbundenen Unternehmens mit einer Forderung in Höhe von mindestens 20 % der ausstehenden Schuldverschreibungen oder Organmitglied, Angestellter oder sonstiger Mitarbeiter dieses Finanzgläubigers ist; oder

affiliate of the Issuer. No person shall be permitted to exercise such voting right for the purpose stipulated in sentence 3, half sentence 1, herein above.

(f) *Binding Effect:* Majority resolutions shall be binding on all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.

(g) *Appointment of Common Representative:* The Noteholders may by majority resolution appoint a common representative (the "**Common Representative**") to exercise the Noteholders' rights on behalf of each Noteholder. Any natural person having legal capacity or any qualified legal person may act as Common Representative. Any person who

(i) is a member of the Management Board, the supervisory board, the board of directors or any similar body, or an officer or employee, of the Issuer or any of its affiliates;

(ii) holds an interest of at least 20 per cent. in the share capital of the Issuer or of any of its affiliates;

(iii) is a financial creditor of the Issuer or any of its affiliates, holding a claim in the amount of at least 20 per cent. of the outstanding Notes, or is a member of a corporate body, an officer or other employee of such financial creditor; or

(iv) auf Grund einer besonderen persönlichen Beziehung zu den in den Nummern (i) bis (iii) aufgeführten Personen unter deren bestimmenden Einfluss steht

muss den Anleihegläubigern die maßgeblichen Umstände offen legen, bevor sie zum Gemeinsamen Vertreter bestellt wird. Der Gemeinsame Vertreter hat die Anleihegläubiger unverzüglich in geeigneter Form darüber zu unterrichten, wenn in seiner Person solche Umstände nach der Bestellung eintreten.

(h) *Aufgaben und Befugnisse:* Der Gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Anleihegläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Anleihegläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Anleihegläubiger ermächtigt ist, sind die einzelnen Anleihegläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der Gemeinsame Vertreter den Anleihegläubigern zu berichten.

(i) *Haftung:* Der Gemeinsame Vertreter haftet den Anleihegläubigern für die ordnungsgemäße Erfüllung seiner Aufgaben, wobei die Anleihegläubiger Gesamtgläubiger sind; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des Gemeinsamen Vertreters kann durch Beschluss der Anleihegläubiger beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Anleihegläubiger gegen den Gemeinsamen Vertreter entscheiden die Anleihegläubiger.

(j) *Abberufung:* Der Gemeinsame Vertreter kann von den Anleihegläubigern jederzeit ohne Angabe von Gründen abberufen

(iv) is subject to the control of any of the persons set forth in items (i) to (iii) above by reason of a special personal relationship with such person.

must disclose the relevant circumstances to the Noteholders prior to being appointed as a Common Representative. If any such circumstances arise after the appointment of a Common Representative, the Common Representative shall inform the Noteholders promptly in appropriate form and manner.

(h) *Duties and Powers:* The Common Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The Common Representative shall comply with the instructions of the Noteholders. To the extent that the Common Representative has been authorised to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Common Representative shall provide reports to the Noteholders on its activities.

(i) *Liability:* The Common Representative shall be liable for the performance of its duties towards the Noteholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Common Representative may be limited by a resolution passed by the Noteholders. The Noteholders shall decide upon the assertion of claims for compensation of the Noteholders against the Common Representative.

(j) *Removal:* The Common Representative may be removed from office at any time by the Noteholders

werden. Der Gemeinsame Vertreter kann von der Anleiheschuldnerin verlangen, alle Auskünfte zu erteilen, die zur Erfüllung der ihm übertragenen Aufgaben erforderlich sind. Die durch die Bestellung eines Gemeinsamen Vertreters entstehenden Kosten und Aufwendungen, einschließlich einer angemessenen Vergütung des Gemeinsamen Vertreters, trägt die Anleiheschuldnerin.

- (k) *Ersetzung:* Die Vorschriften dieser Bedingung 15 finden auf eine Ersetzung der Anleiheschuldnerin gemäß Bedingung 12 keine Anwendung. Im Falle einer solchen Ersetzung erstrecken sie sich jedoch auf eine gemäß Bedingung 12(a) (iii) abzugebende Garantie.

16. Anwendbares Recht und Gerichtsstand

- (a) *Anwendbares Recht:* Die Teilschuldverschreibungen und alle daraus resultierenden Rechte und Pflichten unterliegen ausschließlich dem Recht der Bundesrepublik Deutschland. Erfüllungsort ist Frankfurt am Main.
- (b) *Gerichtsstand:* Grundsätzlich ist nicht-ausschließlicher Gerichtsstand für alle sich aus den in diesen Bedingungen geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Anleiheschuldnerin Frankfurt am Main. [Vorbehaltlich Absatz (c) ist dieser] [Dieser] Gerichtsstand [ist] hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

without specifying any reasons. The Common Representative may request from the Issuer all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of a Common Representative, including reasonable remuneration of the Common Representative.

- (k) *Substitution:* The provisions of this condition 15 do not apply to a substitution of the Issuer pursuant to condition 12. In the event of such substitution, they do however apply to a guarantee to be given pursuant to condition 12(a) (iii).

16. Governing Law and Jurisdiction

- (a) *Governing law:* The Notes as well as all the rights and duties arising therefrom are governed exclusively by the laws of the Federal Republic of Germany. Place of performance is Frankfurt am Main.
- (b) *Jurisdiction:* The competent courts of Frankfurt am Main shall have non-exclusive jurisdiction for all litigation with the Issuer arising from the legal relations established in these conditions; *provided, however, that* [, subject to paragraph (c),] Frankfurt am Main shall be exclusive place of jurisdiction for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

[Text für garantierte Teilschuldverschreibung

[Text applicable to guaranteed Notes

- (c) *Weiterer Gerichtsstand:* Die Anleihegläubiger sind auch berechtigt,

- (c) *Further jurisdiction:* The Noteholders are also entitled to assert their claims

ihre Ansprüche gegenüber der Anleiheschuldnerin vor Gerichten in den Niederlanden geltend zu machen. In diesen Fällen ist das Recht der Bundesrepublik Deutschland anzuwenden.

against the Issuer before courts in The Netherlands. In such cases the laws of the Federal Republic of Germany shall be applied.

(d) *Zustellungsbevollmächtigter*: Für etwaige Rechtsstreitigkeiten, die zwischen den Anleihegläubigern und der Anleiheschuldnerin vor Gerichten in der Bundesrepublik Deutschland geführt werden, hat die Anleiheschuldnerin die METRO AG, Metro-Straße 1, 40235 Düsseldorf, Bundesrepublik Deutschland, zur Zustellungsbevollmächtigten bestellt.]

(d) *Process agent*: For litigation, if any, between the Noteholders and the Issuer which is brought before courts in the Federal Republic of Germany, the Issuer has appointed METRO AG, Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany, as agent for service of process.]

17. Sprache

17. Language

[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, einfügen:

[If the Terms and Conditions shall be in the German language with an English language translation insert:

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

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

[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:

[If the Terms and Conditions shall be in the English language with a German language translation insert:

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

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

[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:

[If the Terms and Conditions shall be in the German language only insert:

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.]

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

[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefasst sind, einfügen:

[If the Terms and Conditions shall be in the English language only insert:

Diese Emissionsbedingungen sind

These Terms and Conditions are written in

ausschließlich in englischer Sprache abgefaßt.]

18. Teilunwirksamkeit

Sollte eine der Bestimmungen dieser Bedingungen unwirksam oder undurchführbar sein oder werden, so bleibt die Wirksamkeit oder die Durchführbarkeit der übrigen Bestimmungen hiervon unberührt. Anstelle der unwirksamen Bestimmung soll, soweit rechtlich möglich, eine dem Sinn und Zweck dieser Bedingungen zum Zeitpunkt der Begebung der Teilschuldverschreibungen entsprechende Regelung gelten. Unter Umständen, unter denen sich diese Bedingungen als unvollständig erweisen, soll eine ergänzende Auslegung, die dem Sinn und Zweck dieser Bedingungen entspricht, unter angemessener Berücksichtigung der beteiligten Parteien erfolgen.

the English language only.]

18. Partial Invalidity

If any of the provisions contained in these conditions is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid provision shall be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the economic purpose of the conditions at the time of the issue of the Notes. Where these conditions prove to be incomplete, a supplementary interpretation in accordance with the economic purpose of these conditions giving due consideration to the legitimate interests of the parties involved shall be applied.

Set (B) Terms and Conditions of the Notes

1. Introduction

- (a) *Programme:* METRO AG and Metro Finance B.V. (each in relation to the Notes issued by it, an "**Issuer**", and, together, the "**Issuers**") have established a Debt Issuance Programme (the "**Programme**") for the issuance of up to EUR 6,000,000,000 in aggregate principal amount of notes (the "**Notes**"). Notes issued by Metro Finance B.V. are guaranteed by METRO AG, Düsseldorf, Federal Republic of Germany (the "**Guarantor**").
- (b) *Final Terms:* Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche to which Set (B) Terms and Conditions apply is the subject of the final terms (the "**Final Terms**") which completes these conditions. The terms and conditions applicable to any particular Tranche of Notes to which Set (B) Terms and Conditions apply are these conditions as completed by the relevant Final Terms, all as provided in this Prospectus. In the event of any inconsistency between these conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Issue and Paying Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 10 February 2017 (as amended or supplemented from time to time, the "**Issue and Paying Agency Agreement**") between the Issuers, the Guarantor, Deutsche Bank as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and as paying agent (the "**Paying Agent**", which term shall include the Fiscal Agent, and, including any successor or additional paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").
- (d) *Guarantee:* Notes issued by Metro Finance B.V. are the subject of a guarantee dated 14 May 2010 (as amended, supplemented or replaced from time to time, the "**Guarantee**") entered into by the Guarantor.
- (e) *Undertaking:* Notes issued by Metro Finance B.V. are the subject of an undertaking dated 14 May 2010 executed by the Guarantor (as amended, supplemented or replaced from time to time, the "**Undertaking**").
- (f) *The Notes:* All subsequent references in these Set (B) Terms and Conditions to "Notes" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for inspection by Noteholders during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.
- (g) *Summaries:* Certain provisions of these conditions are summaries of the Issue and Paying Agency Agreement and the Guarantee and are subject to their detailed provisions. The holders of the Notes (the "**Noteholders**") have the benefit of all the provisions of the Issue and Paying Agency Agreement, the Guarantee and the Undertaking applicable to them. Copies of the Issue and Paying Agency Agreement, the Guarantee and the Undertaking are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below and at the registered office of METRO AG in Düsseldorf or at the registered office of Metro Finance B.V. in Venlo-Blerick (as the case may be).

2. Interpretation

(a) *Definitions:* In these conditions the following expressions have the following meanings:

"Additional Business Centre(s)" means the city or cities specified as such in the relevant Final Terms;

"Additional Financial Centre(s)" means the city or cities specified as such in the relevant Final Terms;

"Business Day" means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"Business Day Convention", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

"Calculation Agent" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"Clearing System" or **"Clearing Systems"**, as the case may be, means Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany, and/or Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, and/or Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg, as may be specified in the relevant Final Terms;

"Day Count Fraction" means (subject as provided in condition 6), in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), such day count fraction as may be specified in these conditions or the relevant Final Terms and:

- (i) if **"Actual/365"** or **"Actual/Actual"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation

Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (ii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iii) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (iv) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (v) if "**30E/360**" or "**Eurobond Basis**" is so specified, means, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

"**Deutsche Bank**" means Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany;

"**Early Redemption Amount (Tax)**" means, in respect of any Note, its principal amount;

"**Early Termination Amount**" means, in respect of any Note, its principal amount;

"**Final Redemption Amount**" means, in respect of any Note, its principal amount;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Global Note**" means, as specified in the the relevant Final Terms, if

- (i) the Notes are initially represented by a temporary global bearer Note (the "**Temporary Global Note**"), such Temporary Global Note and the permanent global note (the "**Permanent Global Note**") for which the Temporary Global Note will be exchangeable against certification of non-U.S. beneficial ownership in accordance with U.S. tax regulations no earlier than 40 days after the issue of the Temporary Global Note, respectively; or
- (ii) the Notes are represented by a permanent global note (the "**Permanent Global Note**"), such Permanent Global Note,

which in each case will bear the manual signatures of two duly authorised officers of the Issuer as well as the manual signature of an authentication officer of the Fiscal Agent;

"Guarantee of Indebtedness" means, in relation to any Indebtedness of any Person, any obligation (including in the form of a suretyship) of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

"Indebtedness" means any monetary indebtedness which is represented by a bond or other debt security and which is or is capable of being admitted to or listed or traded on a stock exchange or other securities market (including any over-the-counter market), any loan advanced by a bank, an insurance company or any other financial institution (including, without limitation, assignable loans (*Schuldscheindarlehen*)) and any guarantee or suretyship in respect of any such monetary indebtedness or such loan;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"Interest Commencement Date" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"Interest Determination Date" has the meaning given in the relevant Final Terms;

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms as the same may be adjusted in accordance with the relevant Business Day Convention;

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"ISDA Definitions" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.); any investor may consult the Issuer in order to receive the ISDA Definitions;

"Issue Date" has the meaning given in the relevant Final Terms;

"Margin" has the meaning given in the relevant Final Terms;

"Maturity Date" has the meaning given in the relevant Final Terms;

"Optional Redemption Amount (Call)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Amount (Put)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Date (Call)" has the meaning given in the relevant Final Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Final Terms;

"Participating Member State" means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"Permitted Security Interest" means:

- (i) any Security Interest in existence on the date of issue of the Notes to the extent that it secures Indebtedness outstanding on such date and, for the avoidance of doubt, excluding any such Security Interest to the extent that any such Indebtedness is subsequently repaid or redeemed and/or such Security Interest is subsequently discharged or replaced;
- (ii) any Security Interest arising by operation of law or in the ordinary course of business of the Issuer or the Guarantor (as applicable) or any of their respective Subsidiaries (including any Security Interest in the form of a retention of title arrangement or other Security Interest entered into on the counterparty's standard or usual terms in accordance with customary market practice);
- (iii) any Security Interest created over a newly acquired asset after the date of the issue of the Notes which is solely for the purpose of securing indebtedness incurred for

the purpose of (a) financing the purchase price of the acquisition of such asset or (b) constructing, developing or improving such asset;

- (iv) any Security Interest existing over the assets or shares of newly acquired Subsidiaries of the Issuer or the Guarantor (as applicable) acquired after the date of issue of the Notes;
- (v) any Security Interest created or existing for the benefit of the Issuer, the Guarantor and its Subsidiaries; and
- (vi) any Security Interest created or existing to secure any obligations incurred in order to comply with the German Act on Old-Age Part-Time (*Gesetz zur Förderung eines gleitenden Übergangs in den Ruhestand*).

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Community as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"Put Option Notice" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Put Option Receipt" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in relevant Final Terms or calculated or determined in accordance with the provisions of these conditions and/or the relevant Final Terms or, if any payment is improperly withheld as specified under condition 6 (b) or 7 (b), as the case may be, the default rate of interest established by Law¹⁾;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

¹⁾ The default rate of interest established by law is, as of the date of this Offering Circular, five percentage points above the basic rate of interest published by the Deutsche Bundesbank from time to time, Sec. 288 (1), 247 (1) German Civil Code.

"**Reference Banks**" has the meaning given in the relevant Final Terms, if none, four (or if the Principal Financial Centre is Helsinki, five) major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"**Reference Rate**" has the meaning given in the relevant Final Terms;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, the Reuter Monitor Money Rates Service and the Moneyline Telerate Service) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest under the laws of any applicable jurisdiction;

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination**" has the meaning given in the relevant Final Terms;

"**Specified Office**" has the meaning given in the Issue and Paying Agency Agreement;

"**Subsidiary**" means, in relation to any person (the "**first person**") at any particular time, any other person (the "**second person**"):

- (i) whose affairs and policies the first person controls or has the power to control, whether by ownership of the majority of share capital or voting rights, contract or the power to appoint or remove members of the governing body of the second person;

and

- (ii) (a) the value of whose total assets or (in case the second person itself has Subsidiaries) the total consolidated assets exceed 3 per cent. of the total consolidated assets of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary; or (b) whose revenues or (in case the second person itself has Subsidiaries) consolidated revenues exceeds 3 per cent. of the consolidated net revenues of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary.

"TARGET Settlement Day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer system 2 (TARGET 2) or any successor system thereto ("**TARGET**") is operating;

"Treaty" means the Treaty establishing the European Communities, as amended by the Treaty on European Union;

(b) *Interpretation:* In these conditions:

- (i) any reference to principal shall include the Redemption Amount, any additional amounts in respect of principal which may be payable under condition 7, any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under condition 7 and any other amount in the nature of interest payable pursuant to these conditions;
- (iii) references to Notes being "outstanding" shall be construed in accordance with the Issue and Paying Agency Agreement; and
- (iv) if an expression is stated in condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms give no such meaning or specify that such expression is "not applicable" then such expression is not applicable to the Notes.

3. Form, Denomination and Title

The Notes are in bearer form, having the same rights among themselves, in the Specified Denomination. The Notes are represented for the whole life of the Notes by a Global Note which is deposited with the Clearing System(s) or a common depository for the Clearing System(s). The rights to demand payment of interest (if any) are not evidenced by a separate document. The right to demand the printing and delivery of definitive Notes is excluded. The Notes are transferable in accordance with the rules and regulations of the relevant Clearing System(s) and with applicable law.

4. Status and Guarantee

- (a) *Status of the Notes:* The Notes constitute direct, unconditional and unsecured obligations of the Issuer which will at all times rank pari passu among themselves and at least pari passu with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) *Guarantee of Notes issued by Metro Finance B.V.:* The payment obligations of Metro Finance B.V. in respect of the Notes issued by it have been guaranteed unconditionally and irrevocably by the Guarantor pursuant to the Guarantee.

The Guarantee constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1 of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor and to enforce such obligations against the Guarantor.

The Guarantee is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Guarantee is Frankfurt am Main, *provided, however, that the place of jurisdiction is exclusive for all litigation which is brought by merchants (Kaufleute), legal persons under public law (juristische Personen des öffentlichen Rechts), special funds under public law (öffentlich-rechtliche Sondervermögen) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland).*

- (c) *Status of the Guarantee:* The Guarantee of Notes issued by Metro Finance B.V. constitutes direct, unconditional and unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5. Negative Pledge and Undertaking

- (a) *Negative Pledge of Issuer:* So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.
- (b) *Negative Pledge of Guarantor (if applicable):* The Guarantor has in the Undertaking undertaken that, so long as any Note issued by Metro Finance B.V. remains outstanding, the Guarantor shall not, and the Guarantor shall procure that its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or Guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.
- (c) *Undertaking:* The Undertaking constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 paragraph 1 of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor therein and to enforce such obligations against the Guarantor. The Undertaking is governed by the laws of the Federal Republic of Germany and is applicable in respect of the Notes. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Undertaking is Frankfurt am Main, *provided, however, that the place of jurisdiction is exclusive for all litigation which is brought by merchants (Kaufleute), legal persons under public law (juristische Personen des öffentlichen Rechts), special funds under public law (öffentlich-rechtliche Sondervermögen) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland).*

6. Fixed Rate Note Provisions

- (a) *Application:* This condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will cease to bear interest in accordance with this condition 6 (as well after as before judgment) on whichever is the earlier of (i) the day which precedes the day on which all sums due in respect of such Note are received by the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Regular Interest Periods:* If all of the Interest Payment Dates fall at regular intervals between the Issue Date and the Maturity Date, then:
- (i) the Notes shall for the purposes of this condition 6 be "**Regular Interest Period Notes**";
 - (ii) the day and month (but not the year) on which any Interest Payment Date falls shall for the purposes of this condition 6 be a "**Regular Date**"; and
 - (iii) each period from and including a Regular Date falling in any year to but excluding the next succeeding Regular Date shall for the purposes of this condition 6 be a "**Regular Interest Period**".
- (e) *Irregular first or last Interest Periods:* If the Notes would be Regular Interest Period Notes but for the fact that either or both of:
- (i) the interval between the Issue Date and the first Interest Payment Date; and
 - (ii) the interval between the Maturity Date and the immediately preceding Interest Payment Date
- is longer or shorter than a Regular Interest Period, then the Notes shall nevertheless be deemed to be Regular Interest Period Notes, *provided, however, that* if the interval between the Maturity Date and the immediately preceding Interest Payment Date is longer or shorter than a Regular Interest Period, the day and month on which the Maturity Date falls shall not be a Regular Date.
- (f) *Irregular interest amount:* If the Notes are Regular Interest Period Notes, the amount of interest payable in respect of each Note for any period which is not a Regular Interest Period shall be calculated by applying the Rate of Interest to the principal amount of such Note, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

- (g) *Day Count Fraction:* In respect of any period which is not a Regular Interest Period the relevant day count fraction (the "**Day Count Fraction**") shall be determined in accordance with the following provisions:
- (i) if the Day Count Fraction is specified in the relevant Final Terms as being 30/360, the relevant Day Count Fraction will be the number of days in the relevant period (calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed) divided by 360;
 - (ii) if the Day Count Fraction is specified in the relevant Final Terms as being Actual/Actual (ICMA) and the relevant period falls during a Regular Interest Period, the relevant Day Count Fraction will be the number of days in the relevant period divided by the product of (A) the number of days in the Regular Interest Period in which the relevant period falls and (B) the number of Regular Interest Periods in any period of one year; and
 - (iii) if the Day Count Fraction is specified in the relevant Final Terms as being Actual/Actual (ICMA) and the relevant period begins in one Regular Interest Period and ends in the next succeeding Regular Interest Period, interest will be calculated on the basis of the sum of:
 - (A) the number of days in the relevant period falling within the first such Regular Interest Period divided by the product of (1) the number of days in the first such Regular Interest Period and (2) the number of Regular Interest Periods in any period of one year; and
 - (B) the number of days in the relevant period falling within the second such Regular Interest Period divided by the product of (1) the number of days in the second such Regular Interest Period and (2) the number of Regular Interest Periods in any period of one year.
- (h) *Number of days:* For the purposes of this condition 6, unless the Day Count Fraction is specified in the relevant Final Terms as being 30/360 (in which case the provisions of paragraph (g)(i) above shall apply), the number of days in any period shall be calculated on the basis of actual calendar days from and including the first day of the relevant period to but excluding the last day of the relevant period.
- (i) *Irregular Interest Periods:* If the Notes are not Regular Interest Period Notes and interest is required to be calculated for any period other than an Interest Period, interest shall be calculated on such basis as is described in the relevant Final Terms.

7. Floating Rate Note Provisions

- (a) *Application:* This condition 7 (*Floating Rate Note*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will cease to bear interest in accordance with this condition 7 (as well after as before judgment) on whichever is the earlier of (i)

the day which precedes the day on which all sums due in respect of such Note are received by the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or

if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

- (A) request the principal Relevant Financial Centre office of each the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
- (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined, *provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest

applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.
- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the principal amount of such Note during such Interest Period and multiplying the product by the relevant Day Count Fraction.
- (h) *Calculation of other amounts:* If the relevant Final Terms specify that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each stock exchange (if any) on which the Notes are then listed as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.
- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Paying Agents and the Noteholders. The Calculation Agent shall be liable in connection with the exercise or non-exercise of its powers, duties and discretions for the purpose of this condition 7 only for gross negligence and wilful default, regardless of any liability of the Issuer, the Guarantor, any Paying Agent or the Noteholders.

8. Redemption, Early Redemption and Purchase

- (a) *Scheduled redemption*: Unless previously redeemed/purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in condition 9 (*Payments*).
- (b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Issuer in whole, but not in part:
 - (i) at any time (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (A) (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or The Netherlands, as the case may be, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (B) (1) the Guarantor (as applicable) has or (if a demand was made under the Guarantee) would become obliged to pay additional amounts as provided or referred to in condition 10 (*Taxation*) 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 any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes and (2) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or the Guarantor (as applicable) would be obliged to pay such additional amounts or to make such withholdings or deductions from principal or interest in respect of the Notes or (as the case may be) a demand under the Guarantee were then made. In addition, at the time that the relevant notice is given the obligation to pay additional amounts or to make such withholdings or deductions must still be in effect assuming that a payment in respect of the Notes or (as the case may be) a demand under the Guarantee were then due; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on

which the Issuer or the Guarantor (as applicable) would be obliged to pay such additional amounts or to make such withholdings or deductions from principal or interest in respect of the Notes or (as the case may be) a demand under the Guarantee were then made. In addition, at the time that the relevant notice is given, the obligation to pay additional amounts or to make such withholdings or deductions must still be in effect, assuming that a payment in respect of the Notes or (as the case may be) a demand under the Guarantee were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent (1) a certificate signed by the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or the Guarantor (as applicable) has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this condition 8(b), the Issuer or the Guarantor (as applicable) shall be bound to redeem the Notes in accordance with this condition 8(b).

If the Final Terms provide for a partial redemption of the Notes, the Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. If the Notes are issued in NGN form, such partial redemption shall be reflected in the records of Clearstream, Luxembourg and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of Clearstream, Luxembourg and Euroclear.

- (c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed in whole or in part at the option of the Issuer in whole on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 20 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).
- (d) *Redemption at the option of the Issuer in the case of a Transaction Trigger Event:* If the Transaction Trigger Event is specified in the relevant Final Terms as being applicable, the Notes may be redeemed in whole on the Redemption Date (Trigger) at the relevant Redemption Amount (Trigger) plus accrued interest (if any) to such date, if applicable, upon written notice by the Issuer to the Noteholders no later than the Transaction Cut-Off Date, if applicable, and not less than 20 nor more than 60 days after the date of notice by the Issuer of the occurrence of a Transaction Trigger Event (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Redemption Date (Trigger) at the Redemption Amount (Trigger) plus accrued interest (if any) to such date, if applicable).
- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this condition 9(d), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put

Option Notice in accordance with this condition 8(d), may be withdrawn, *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this condition 8(d), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

- (f) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (d) above.
- (g) *Purchase:* The Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price.

9. Payments

- (a) *Payments to Noteholders:* Payments in respect of the Notes shall be made only against presentation and (provided that payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) or by transfer to an account specified by such payee.
- (b) *Payments subject to fiscal laws:* All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of condition 10 (*Taxation*). No commissions or expenses shall be charged by any paying agent to the Noteholders in respect of such payments.
- (c) *Payments on payment business days:* If the due date for payment of any amount in respect of any Note is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (d) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Note presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

10. Taxation

- (a) *Gross up:* All payments of principal and interest in respect of the Notes by or on behalf of the Issuer or the Guarantor (as applicable) shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Federal Republic of Germany or The Netherlands, as the case may be, or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or the Guarantor (as applicable) shall pay such additional amounts as will result in the receipt by the Noteholders of such

amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable:

- (i) in relation to any payment in respect of any Note which is to be paid on payments of principal or interest by any means other than withholding at source or deduction at source;
- (ii) in respect of any Note presented for payment by a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the Federal Republic of Germany or The Netherlands, as the case may be, other than the mere holding of such Note;
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26–27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (iv) in respect of any Note presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the EU;
- (v) in respect of any Note presented for payment more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Note on the last day of such period of 30 days;
- (vi) in respect of any withholding or deduction pursuant to or as a consequence or result of an international treaty to which the Federal Republic of Germany or The Netherlands, as the case may be, is a party, or pursuant to a directive or implementing regulation adopted pursuant to such a treaty;
- (vii) in respect of any withholding or deduction in the case of any combination of circumstances described in paragraphs (i) to (vi).

For the avoidance of doubt, the gross-up obligation of this condition 10(a) does not apply to the German withholding tax on interest income (including, if any, church tax) to be deducted or withheld pursuant to the German Income Tax Act in its applicable version, even if the deduction or withholding has to be made by the Issuer or its representative, and the German Solidarity Surcharge (*Solidaritätszuschlag*) or any other tax which may substitute or increase the German *Kapitalertragsteuer* or *Solidaritätszuschlag*, as the case may be. Notwithstanding anything to the contrary in this condition 10(a), none of the Issuers, the Guarantor, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction (i) imposed on or in respect of any Note pursuant to sections 1471 to 1474 of the Code and the regulations promulgated thereunder ("**FATCA**"), any law of the Federal Republic of Germany or The Netherlands implementing FATCA, or any agreement between the relevant Issuer and/or the Guarantor and the United States or any authority thereof entered into for FATCA purposes, or any law of the Federal Republic of Germany, The Netherlands or any other jurisdiction implementing an intergovernmental approach to FATCA.

- (b) *Taxing jurisdiction*: If the Issuer or the Guarantor (as applicable) becomes subject at any time to any taxing jurisdiction other than the Federal Republic of Germany or The Netherlands, as the case may be, references in these conditions to The Federal Republic

of Germany or The Netherlands, as the case may be, shall be construed as references to the Federal Republic of Germany or The Netherlands, as the case may be and/or such other jurisdiction.

11. Events of Default

If any of the following events occurs and is continuing:

- (a) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 10 days of the due date for payment thereof; or
- (b) *Breach of other obligations*: the Issuer or the Guarantor (as applicable) defaults in the performance or observance of any of its other obligations in any material respect under the Notes or (as the case may be) the Guarantee or the Undertaking and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer and the Guarantor (as applicable) by any Noteholder, has been delivered to the Issuer and the Guarantor (as applicable); or
- (c) *Cross-default of Issuer, Guarantor or Subsidiary*:
 - (i) any Indebtedness of the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries is not paid when due or (as the case may be) within any originally agreed and applicable grace period;
 - (ii) any such Indebtedness becomes due and payable prior to its original stated maturity or any further period for performance (*Nachfrist*) that may be granted as a result of non-performance (*Nichterfüllung*) or defective performance (*Schlechterfüllung*) by the Issuer, the Guarantor (as applicable) or any of its/their respective subsidiaries; or
 - (iii) the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries fails to pay within 10 days of the due date any amount payable by it under any guarantee of any Indebtedness unless the Issuer or the Guarantor (as applicable) is disputing in good faith that it is obliged to make such payment or that such payment is due or that such guarantee has been properly demanded;

provided that the amount of Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any guarantee referred to in sub-paragraph (iii) above individually or in the aggregate exceeds EUR 75,000,000 (or its equivalent in any other currency or currencies); or

- (d) *Unsatisfied judgment*: one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of an aggregate amount in excess of EUR 75,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) on which it or they become(s) final or, if later, the date therein specified for payment; or
- (e) *Insolvency etc*: (i) insolvency or bankruptcy proceedings (or similar proceedings) are commenced by any court of law against the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO AG Group, and are not dismissed or stayed

within 20 days of their commencement; or (ii) the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO AG Group, applies for such proceedings to be commenced or declares a cessation of payments or proposes a general composition with all its creditors; or (iii) the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO AG Group, ceases or announces its intention to cease to carry on all or substantially all of its business operations or sells or disposes of its assets or a substantial part thereof and (A) thereby diminishes materially the value of its assets and (B) for this reason it becomes likely that the Issuer or the Guarantor (as applicable) may not fulfil its payment obligations to the Noteholders (otherwise than, in the case of a Subsidiary of the Issuer or a Subsidiary of the Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

- (f) *Winding up etc:* an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, the Guarantor (as applicable) or any of their respective Subsidiaries, the total assets of which exceed one per cent. of the consolidated total assets of the METRO AG Group, otherwise than, (i) in the case of a Subsidiary of the Issuer or a Subsidiary of the Guarantor (as applicable), for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent, or (ii) in the case of the Issuer and the Guarantor (as applicable), otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent and the new company (in the case of the Issuer) assumes all obligations arising from these conditions and the Issue and Paying Agency Agreement and (in the case of the Guarantor) assumes all obligations arising from the Guarantee, the Undertaking and the Issue and Paying Agency Agreement; or
- (g) *Unlawfulness:* it is or will become unlawful for the Issuer or the Guarantor (as applicable) to perform or comply with any of its obligations under or in respect of the Notes, the Undertaking or the Guarantee; or
- (h) *Guarantee/Undertaking not in force:* if applicable, the Guarantee or the Undertaking is not (or is claimed by the Guarantor not to be) in full force and effect;

then any Note may, by written notice addressed by the holder thereof to the Issuer and the Guarantor (as applicable) and delivered to the Issuer and the Guarantor (as applicable), be declared immediately due and payable, and it shall upon receipt of such written notice become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

12. Presentation, Prescription and Deposit

- (i) *Presentation period:* The period for presentation of Notes due, as established in Section 801 paragraph 1 sentence 1 of the German Civil Code, is reduced to ten years.
- (ii) *Prescription period:* The period for prescription for the payment of principal or interest under the Notes presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.
- (iii) *Deposit:* The Issuer or the Guarantor, as the case may be, may deposit with the "Amtsgericht" (lower court) of Frankfurt am Main principal and interest not claimed by Noteholders within twelve months after the Relevant Date and waive its right to withdraw such deposit. Such deposit will be at the risk and cost of such Noteholders. Upon such

deposit all claims of such Noteholders against the Issuer and/or, as the case may be, the Guarantor shall cease.

13. Agents

In acting under the Issue and Paying Agency Agreement and in connection with the Notes, the Paying Agents and the Fiscal Agent act solely as agents of the Issuer and the Guarantor (as applicable) and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer and the Guarantor (as applicable) reserve the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or calculation agent and additional or successor paying agents, *provided, however, that*:

- (a) the Issuer and the Guarantor (as applicable) shall at all times maintain a Fiscal Agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantor (as applicable) shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer and the Guarantor (as applicable) shall maintain a Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system; and
- (d) if European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN council meeting of 26–27 November 2000 is brought into force, the Issuer and the Guarantor will ensure that they maintain a Paying Agent in an EU member state (provided there will be such an EU member state) that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

The Fiscal Agent: Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

14. Modification

The Notes, these conditions and the Guarantee may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Issue and Paying Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor (as applicable) shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

15. Further Issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

16. Substitution of the Issuer

- (a) The Issuer shall be entitled at any time without the consent of the Noteholders to be substituted as Issuer by [*in the case of Notes issued by Metro Finance B.V.: the Guarantor*] [*in the case of Notes issued by METRO AG: Metro Finance B.V.*] (the "**New Issuer**") in respect of all obligations arising from or in connection with the Notes, if:
- (i) the New Issuer assumes all obligations of the Issuer arising from or in connection with the Notes;
 - (ii) the New Issuer has obtained any necessary authorisation from the competent authorities to the effect that the New Issuer may transfer to the relevant Paying Agent in the Issue Currency or other relevant currency without the withholding at source or deduction at source of any taxes, fees, duties, assessments or other governmental charges all amounts required for the performance of the payment obligations arising from or in connection with the Notes;

[Furthermore, in the event of such substitution in the case of Notes issued by METRO AG the following shall apply:

- (iii) the Guarantor irrevocably and unconditionally guarantees such obligations of the New Issuer.]
- (b) In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the New Issuer and any reference to the Issuer's country of domicile in Conditions 8 (b) and 10 shall from then on be deemed to refer to the country where the New Issuer is domiciled or, if different, is treated as resident for tax purposes.
- (c) Any substitution effected in accordance with paragraph 1 shall be binding on the Noteholders and shall be notified promptly in accordance with Condition 17.
- (d) As of the rest of the issues, upon any such substitution, the Notes shall be deemed to be modified to the extent necessary for rendering the substitution effective.

17. Notices

All notices concerning the Notes shall be published [*in the electronic version of the Bundesanzeiger and*] in a leading daily newspaper having general circulation in [*Germany*] [*Luxembourg*] [*London*] [*specify other location*]. These newspapers are expected to be the [*Börsen-Zeitung*] [*Luxemburger Wort*] [*Tageblatt*] [*Financial Times*] [*insert other applicable newspaper having general circulation*] in the German or English language [*and will be published on the website of the Luxembourg Stock Exchange under "www.bourse.lu"*]. Any notice so given will be deemed to have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).

[If notices may be given by means of electronic publication on the website of the relevant stock exchange the following shall apply: All notices concerning the Notes will be made by means of electronic publication on the internet website of the [insert relevant stock exchange] (www.[insert internet address]). Any notice so given will be deemed to have been validly given on the day of such publication (or, if published more than once, on the third day after the date of the first such publication).]

[In the case of Notes which are listed on the Luxembourg Stock Exchange the following shall apply: So long as any Notes are listed on the Luxembourg Stock Exchange, paragraph (a) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the clearing system for communication by the clearing system to the Noteholders in lieu of publication in the newspapers set forth in subparagraph (1) above; any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to the clearing system.]

[In the case of Notes which are listed on a Stock Exchange other than the Luxembourg Stock Exchange the following shall apply: The Issuer may, in lieu of publication set forth in paragraph (a) above, deliver the relevant notice to the clearing system, for communication by the clearing system to the Noteholders, provided that the rules of the stock exchange on which Notes are listed permit such form of notice. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which said notice was given to the clearing system.]

18. Rounding

For the purposes of any calculations referred to in these conditions (unless otherwise specified in these conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest 1/100,000 of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (c) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

19. Amendments to the Conditions

If the relevant Final Terms specify that the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* ("**SchVG**") dated 31 July 2009), which came into effect on 5 August 2009, is applicable, the provision of this condition 19 shall apply.

- (a) *German Bond Act*: Sections 5 et seq. of the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* ("**SchVG**") dated 31 July 2009), which came into effect on 5 August 2009, shall be applicable in relation to the Notes. Thus, the Issuer may amend these conditions with consent by majority resolution of the Noteholders.
- (b) *Matters of Resolutions*: Noteholders may in particular agree by majority resolution to the following:
 - (i) a change of the due date for payment of interest, the reduction, or the cancellation, of interest;
 - (ii) a change of the due date for payment of principal;

- (iii) a reduction of principal;
- (iv) a subordination of claims arising from the Notes in insolvency proceedings of the Issuer;
- (v) a conversion of the Notes into, or the exchange of the Notes for, shares, other securities or obligations;
- (vi) an exchange or release of security;
- (vii) a change of the currency of the Notes;
- (viii) a waiver or restriction of Noteholders' rights to give notice of termination under the Notes;
- (ix) an amendment or a rescission of ancillary provisions of the Notes; and
- (x) an appointment or a removal of a common representative for the Holders.

No obligation to make any payment or to render any other performance shall be imposed on any Noteholder by majority resolution.

- (c) *Meeting of Noteholders:* Pursuant to Section 18 SchVG, Noteholders shall pass resolutions by vote taken without a physical meeting.

A meeting of Noteholders will be called for by the Issuer or the Common Representative (as defined in g) below). Pursuant to Section 9 (1) sent. (1) SchVG, a meeting of Noteholders must be called if Noteholders holding Notes amounting to 5 per cent. of the outstanding principal amount of the Notes request so, in writing, with reference to one of the reasons set out in Section 9 (1) sent. (1) SchVG.

- (d) *Majority Vote:* Except as provided in the following sentence and provided that the requisite quorum is present, a resolution of the Noteholders will be passed by simple majority of the rights to vote participating in the vote.

In the cases of this condition 19(b) (i) through (x), in order to be passed, resolutions require a majority of not less than 75 per cent. of the rights to vote participating in the vote.

- (e) *Right to Vote:* Each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional fraction of its entitlement to the outstanding Notes. As long as the entitlement to the Notes lies with, or the Notes are held for the account of, the Issuer or any of its affiliates (Section 271(2) of the German Commercial Code (*Handelsgesetzbuch*)), the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting rights are so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any affiliate of the Issuer. No person shall be permitted to exercise such voting right for the purpose stipulated in sent. (3), first half sentence, herein above.

- (f) *Binding Effect:* Majority resolutions shall be binding on all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.

- (g) *Appointment of Common Representative:* The Noteholders may by majority resolution appoint a common representative (the "**Common Representative**") to exercise the Noteholders' rights on behalf of each Noteholder. Any natural person having legal capacity or any qualified legal person may act as Common Representative. Any person who:
- (i) is a member of the Management Board, the supervisory board, the board of directors or any similar body, or an officer or employee, of the Issuer or any of its affiliates;
 - (ii) holds an interest of at least 20 per cent. in the share capital of the Issuer or of any of its affiliates;
 - (iii) is a financial creditor of the Issuer or any of its affiliates, holding a claim in the amount of at least 20 per cent. of the outstanding Notes, or is a member of a corporate body, an officer or other employee of such financial creditor; or
 - (iv) is subject to the control of any of the persons set forth in items (i) to (iii) above by reason of a special personal relationship with such person

must disclose the relevant circumstances to the Noteholders prior to being appointed as a Common Representative. If any such circumstances arise after the appointment of a Common Representative, the Common Representative shall inform the Noteholders promptly in appropriate form and manner.

- (h) *Duties and Powers:* The Common Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The Common Representative shall comply with the instructions of the Noteholders. To the extent that the Common Representative has been authorised to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Common Representative shall provide reports to the Noteholders on its activities.
- (i) *Liability:* The Common Representative shall be liable for the performance of its duties towards the Noteholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Common Representative may be limited by a resolution passed by the Noteholders. The Noteholders shall decide upon the assertion of claims for compensation of the Noteholders against the Common Representative.
- (j) *Removal:* The Common Representative may be removed from office at any time by the Noteholders without specifying any reasons. The Noteholders' furnish all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of a Common Representative, including reasonable remuneration of the Common Representative.
- (k) *Substitution:* The provisions of this condition 19 do not apply to a substitution pursuant to condition 16. In the event of such substitution, they do however apply to a guarantee to be given pursuant to condition 16(a) paragraph (iii).

20. Governing Law and Jurisdiction

- (i) *Governing law:* The form and content of the Notes, the Guarantee and the Undertaking as well as all the rights and duties arising therefrom are governed exclusively by the laws of the Federal Republic of Germany. Place of performance is Frankfurt am Main.
- (ii) *Jurisdiction:* The competent courts of Frankfurt am Main have non-exclusive jurisdiction for all litigation with the Issuer arising from the legal relations established in these conditions; *provided, however, that*, subject to paragraph (iii), Frankfurt am Main shall be exclusive place of jurisdiction for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).
- (iii) *Further jurisdictions:* The Noteholders are also, entitled to assert their claims against the Issuer before courts in The Netherlands. In such cases the laws of the Federal Republic of Germany shall be applied.
- (iv) *Process agent:* For litigation, if any, between the Noteholders and the Issuer (if Metro Finance B.V.) which is brought before courts in the Federal Republic of Germany, the Issuer (if Metro Finance B.V.) has appointed METRO AG, Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany, as agent for service of process.

21. Language

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

22. Partial Invalidity

If any of the provisions contained in these conditions is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid provision shall be replaced by a provision which, to the extent legally possible, provides for an interpretation in keeping with the economic purpose of the conditions at the time of the issue of the Notes. Where these conditions prove to be incomplete, a supplementary interpretation in accordance with the economic purpose of these conditions giving due consideration to the legitimate interests of the parties involved shall be applied.

Form of Final Terms

In case of Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms of Notes will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of METRO GROUP (www.metrogroup.de).

FORM OF FINAL TERMS (MUSTER - ENDGÜLTIGE BEDINGUNGEN)

[Date]
[Datum]

Final Terms Endgültige Bedingungen

[METRO AG][Metro Finance B.V.]

[Title of relevant Tranche of Notes]
[Bezeichnung der betreffenden Tranche der Schuldverschreibungen]

Series No.: [] / Tranche No.: []
Serien Nr.: [] / Tranche Nr.: []

Issue Date: []⁽¹⁾
Tag der Begebung: []⁽¹⁾

issued pursuant to the € 6,000,000,000 Debt Issuance Programme dated 10 February 2017
of METRO AG and Metro Finance B.V.

begeben aufgrund des € 6.000.000.000 Debt Issuance Programme vom 10. Februar 2017
der METRO AG und Metro Finance B. V.

¹ The Issue Date is the date of payment and issue of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

Important Notice

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Programme dated 10 February 2017 (the "**Prospectus**") [and the supplement(s) dated [●]]. The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of METRO GROUP (www.metrogroup.de) and copies may be obtained from METRO AG, Metro-Straße 1, 40235 Düsseldorf, Germany. Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Notes is annexed to these Final Terms.]⁽²⁾

Wichtiger Hinweis

*Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 5 Absatz 4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der durch die Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010 geänderten Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 10. Februar 2017 über das Programm (der „**Prospekt**“) [und dem (den) Nachtrag (Nachträgen) dazu vom [●]] zu lesen. Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der METRO GROUP (www.metrogroup.de) eingesehen werden. Kopien sind erhältlich unter METRO AG, Metro-Straße 1, 40235 Düsseldorf, Deutschland. Um sämtliche Angaben zu erhalten, sind die Endgültigen Bedingungen, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]⁽²⁾*

² Not applicable in the case of an issue of Notes with a minimum denomination of at least EUR 100,000.
Nicht anwendbar im Fall einer Emission von Schuldverschreibungen mit einer Mindeststückelung in Höhe von mindestens EUR 100.000.

Part I: TERMS AND CONDITIONS
Teil I: EMISSIONSBEDINGUNGEN

- [A. **In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in Set (A) Terms and Condition contained in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:**⁽³⁾
- A. *Falls die für die betreffende Tranche von Teilschuldverschreibungen geltenden Optionen durch Wiederholung der Bestimmungen, die in den im Prospekt unter Set (A) der Emissionsbedingungen (Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen)) enthalten sind, bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen.*⁽³⁾

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

Die für die Teilschuldverschreibungen geltenden Emissionsbedingungen (die „Bedingungen“) sowie die [deutschsprachige][englischsprachige] Übersetzung sind wie nachfolgend aufgeführt.

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

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

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

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

- [B. **In the case the provisions applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in Set (B) Terms and Condition contained in the Prospectus insert:**

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

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

The blanks in the provisions of the Set (B) Terms and Conditions, which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Set (B) Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Set (B) Terms and Conditions applicable to the Notes (the "**Conditions**").

³ To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

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

CURRENCY, DENOMINATION, FORM, CLEARING SYSTEM, BUSINESS DAY, BUSINESS DAY CONVENTION, DAY COUNT FRACTION (Condition 2)

Currency and Denomination

Specified Currency	[]
Aggregate Nominal Amount	[]
Specified Denomination ⁽⁴⁾	[]
Global Note	

Form

- Permanent Global Note
- Temporary Global Note – Exchange (TEFRA D)

Clearing System

- Clearstream Banking AG, Frankfurt
- Euroclear Bank SA/NV
- Clearstream Banking, société anonyme, Luxembourg

Business Day

- Relevant Financial Centre(s) *[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]*
- TARGET [Applicable/Not Applicable]
- Additional Business Centre(s) [Applicable/Not Applicable] *[specify]*

Business Day Convention

- Modified Following Business Day Convention [Applicable/Not Applicable]
- Following Business Day Convention [Applicable/Not Applicable]
- Preceding Business Day Convention [Applicable/Not Applicable]
- Other Business Day Convention [Applicable/Not Applicable] *[specify]*

Day Count Fraction⁽⁵⁾

- Actual /365 or Actual/Actual [Applicable/Not Applicable]
- Actual/365 (Fixed) [Applicable/Not Applicable]

⁴ The minimum denomination of the Notes will be, if in euro, EUR 100,000, and, if in any currency other than euro, an amount in such other currency nearly equivalent to EUR 100,000 at the time of the issue of the Notes.

⁵ Complete for fixed and floating rate Notes.

<input type="checkbox"/> Actual/360	[Applicable/Not Applicable]
<input type="checkbox"/> 30/360	[Applicable/Not Applicable]
<input type="checkbox"/> 30E/360 or Eurobond Basis	[Applicable/Not Applicable]
INTEREST (Conditions 6 and 7)	
<input type="checkbox"/> Fixed Rate Notes (Condition 6)	[Applicable/Not Applicable]
[Rate of Interest	[]% <i>per annum</i>
Interest Commencement Date	[]
Interest Payment Date(s)	[]
Fixed Coupon Amount	[]]
<input type="checkbox"/> Floating Rate Notes (Condition 7)	[Applicable/Not Applicable]
[Interest Commencement Date	[]
Interest Payment Date(s)	[]
Screen Rate Determination	[Applicable/Not Applicable]
[Reference Rate	[]
Relevant Screen Page	[]
Interest Determination Date	[]
Relevant Time	<i>[For example, 11.00 a.m. London time/Brussels time]</i>
Reference Banks	[]]
ISDA Determination	[Applicable/Not Applicable]
[Floating Rate Option	[]
Designated Maturity	[]
Reset Date	[]]
Rate of Interest	
<input type="checkbox"/> EURIBOR	[Applicable/Not Applicable] <i>[specify]</i>
<input type="checkbox"/> LIBOR	[Applicable/Not Applicable] <i>[specify]</i>
Margin	[]% <i>per annum</i>
<input type="checkbox"/> plus	
<input type="checkbox"/> minus	
Minimum Rate of Interest	[]% <i>per annum</i>
Maximum Rate of Interest	[]% <i>per annum</i>

Calculation of other amounts

[Applicable/Not Applicable]
[specify]

Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent])

[[Name] shall be the Calculation Agent [no need to specify if the Fiscal Agent is to perform this function]]

REDEMPTION AND EARLY REDEMPTION (Condition 8)

Scheduled Redemption

Maturity Date []

Final Redemption Amount []

Early Redemption

Redemption at the option of the Issuer (Call Option) [Yes/No]

Optional Redemption Date (Call)

[Applicable/Not Applicable] [*insert date*] [means the date as specified in the Issuer's termination notice and which shall be not less than 30 days nor more than 90 days after the date on which notice is given by the Issuer to the Holders].]

Optional Redemption Amount (Call)

[Applicable/Not Applicable] [*insert relevant Optional Redemption Amount (Call)*]. However, such amount must be higher than the principal amount [means , in respect of any Note, the higher of (i) its Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date and (ii) the Present Value. The "**Present Value**" will be calculated by [*insert relevant agent*] (the "**Calculation Agent**", which expression includes any successor calculation agent appointed from time to time in connection with the Notes) by discounting the sum of the principal amount of a Note and the remaining interest payments to [*insert Maturity Date*] on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Comparable Benchmark Yield plus [*insert percentage*]%. "**Comparable Benchmark Yield**" means the

yield at the Redemption Calculation Date on the corresponding [euro denominated benchmark debt security of the Federal Republic of Germany] [UK government Sterling denominated benchmark debt security issued by H.M. Treasury] [Swiss franc denominated benchmark federal bond of the Swiss Confederation] [USD denominated benchmark U.S. Treasury debt security][●] [*specifying the following details: ISIN or other securities code, based on the reference price for such benchmark security on such day, as observed at or about noon (Frankfurt time) on such date on Bloomberg page [ISIN] Govt HP (using the setting "Fixing Price" and the pricing source "FRNK"), or as derived or published by such other source as determined by the Calculation Agent*], and if such yield is not available at that time the Comparable Benchmark Yield shall be the yield of a substitute benchmark security chosen by the Calculation Agent, in each case, as having a maturity comparable to the remaining term of the Note to [*insert Maturity Date*], that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to [*insert Maturity Date*]]

Redemption at the option of the Issuer in the case of the occurrence of a Transaction Trigger Event [Yes/No]

Transaction Trigger Cut-Off Date [Applicable/Not Applicable] []

Redemption Amount (Trigger) [Specified Denomination] []

Transaction []

Early Redemption at the option of Noteholder (Put Option) [Yes/No]

Optional Redemption Date (Put) [Applicable/Not Applicable] []

Optional Redemption Amount Put [Applicable/Not Applicable] [] [*insert relevant Optional Redemption Amount (Call). However, such amount must be higher than the principal amount*]

PAYMENTS (Condition 9)

Additional Financial Centre(s) [Applicable/Not Applicable] []

AGENTS (Condition 13)

Calculation Agent [Not applicable] []

NOTICES (Condition 17)**Place and medium of publication**

- Other Website [*insert other website*] [Applicable/Not Applicable] []
- Newspaper [*insert newspaper*] [Applicable/Not Applicable] []
- Clearing System [Applicable/Not Applicable] []
- [[*insert other place and medium of publication as set out in the Set (B) Terms and Conditions*]] [Applicable/Not Applicable] []

AMENDMENTS TO THE CONDITIONS (Condition 19)

The optional provisions of the German Bond Act (*Schuldverschreibungsgesetz*) are applicable. [Applicable/Not Applicable]

Part II: ADDITIONAL INFORMATION
Teil II: ZUSÄTZLICHE INFORMATIONEN

A. Essential information
Grundlegende Angaben

Interests of Natural and Legal Persons involved in the Issue/Offer [Applicable/Not Applicable] [Specify details]
Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind [Anwendbar] [Nicht anwendbar] [Einzelheiten einfügen]

Reasons for the offer and use of proceeds
Gründe für das Angebot und Verwendung der Erträge

Estimated net proceeds⁽⁶⁾ []
Geschätzter Nettobetrag der Erträge⁽⁶⁾ []

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

⁶ If proceeds are intended for more than one principal use will need to split up and present in order of priority.
Sofern die Erträge für verschiedene wichtige Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.

Global Note
Globalurkunde

If the note is issued in Classical Global Note form and is intended to be held in a manner which would allow ECB eligibility

Wenn die Urkunde in Form einer Classical Global Note begeben wird und die Verwahrung in einer Weise, die EZB-Fähigkeit bewirkt werden soll

If the note is issued in New Global Note (NGN) form and it is intended to be held in a manner which would allow ECB eligibility

[Applicable/Not Applicable] [Note that if this item is applicable it simply means that the Classical Global Note is intended upon issue to be deposited with Clearstream Banking AG, Frankfurt and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria (ECB eligibility)]

[Anwendbar] [Nicht anwendbar] [Im Fall der Anwendbarkeit dieses Punktes ist damit beabsichtigt, die Classical Global Note zum Zeitpunkt ihrer Emission bei Clearstream Banking AG, Frankfurt einzureichen. Das bedeutet nicht notwendigerweise, dass die Schuldverschreibungen zum Zeitpunkt ihrer Emission oder zu einem anderen Zeitpunkt während ihrer Laufzeit als geeignete Sicherheit im Sinne der Geldpolitik des Eurosystems und für Zwecke der untertägigen Kreditfähigkeit durch das Eurosystem anerkannt werden. Eine solche Anerkennung hängt von der Erfüllung der Kriterien der Eignung des Eurosystems ab (EZB-Fähigkeit).]

[Applicable. Note that if this item is applicable it simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositories (ICSDs) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria (ECB eligibility).]
[Not Applicable. Note that whilst

this item is not applicable at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

Sofern die Urkunde in Form einer New Global Note (neuen Globalurkunde – NGN) begeben wird und die Verwahrung in einer Weise, die EZB-Fähigkeit bewirkt

[Anwendbar. Im Fall der Anwendbarkeit dieses Punktes ist damit beabsichtigt, die Schuldverschreibungen zum Zeitpunkt ihrer Emission bei einer der internationalen zentralen Verwahrstellen (ICSDs) als gemeinsame Sicherheitsverwahrstelle (common safekeeper) einzureichen. Das bedeutet nicht notwendigerweise, dass die Schuldverschreibungen zum Zeitpunkt ihrer Emission oder zu einem anderen Zeitpunkt während ihrer Laufzeit als geeignete Sicherheit im Sinne der Geldpolitik des Eurosystems und für Zwecke der untertägigen Kreditfähigkeit durch das Eurosystem anerkannt werden. Eine solche Anerkennung hängt von der Erfüllung der Kriterien der Eignung des Eurosystems ab (EZB-Fähigkeit).]

[Nicht anwendbar. Während die Bestimmung am Tag dieser Endgültigen Bedingungen mit "nicht anwendbar" festgelegt wurde, können sich die Eurosystemfähigkeitskriterien für die Zukunft derart ändern, dass die Schuldverschreibungen fähig sein werden diese einzuhalten. Die Schuldverschreibungen können dann bei einem der ICSDs als gemeinsamer Verwahrer hinterlegt werden. Es ist zu beachten, dass die Schuldverschreibungen selbst dann nicht notwendigerweise als geeignete Sicherheit

im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird von der Entscheidung der Europäischen Zentralbank abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.]

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

Securities Identification Numbers
Wertpapier-Kenn-Nummern

Common Code <i>Common Code</i>	[] []
ISIN Code <i>ISIN Code</i>	[] []
German Securities Code <i>Wertpapier-Kenn-Nummer (WKN)</i>	[] []
Any other securities number <i>Sonstige Wertpapierkennnummer</i>	[] []

Delivery
Lieferung

Delivery against payment <i>Lieferung gegen Zahlung</i>	[Applicable] [Not Applicable] [Anwendbar] [Nicht anwendbar]
Delivery free of payment <i>kostenfreie Lieferung</i>	[Applicable] [Not Applicable] [Anwendbar] [Nicht anwendbar]

Historic Interest Rates and further performance as well as volatility⁽⁷⁾
Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität⁽⁷⁾

Details of historic [EURIBOR][LIBOR] rates and the further performance as well as their volatility can be obtained from	Reuters [EURIBOR01][LIBOR01]
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⁷ Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

Einzelheiten zu vergangenen [EURIBOR][LIBOR] Sätzen und Informationen über künftige Entwicklungen sowie ihre Volatilität können abgerufen werden unter

Reuters [EURIBOR01][LIBOR01]

Description of any market disruption or settlement disruption events that effect the [EURIBOR][LIBOR] rates

[Not applicable][Please see § 7 (c) of the Terms and Conditions]

Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder der Abrechnung bewirken und die [EURIBOR][LIBOR] Sätze beeinflussen

[Nicht anwendbar][Bitte siehe § 7 (c) der Emissionsbedingungen]

Yield⁽⁸⁾

[]

Rendite⁽⁸⁾

[]

C. Terms and conditions of the offer⁽⁹⁾

Bedingungen und Konditionen des Angebots⁽⁹⁾

C.1 Conditions, offer statistics, expected timetable and action required to apply for the offer

Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung

Conditions to which the offer is subject
Bedingungen, denen das Angebot unterliegt

[Specify details]
[Einzelheiten einfügen]

Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer

[Specify details]

Gesamtsumme des Angebots wenn die Summe nicht feststeht, Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum

[Einzelheiten einfügen]

Time period, including any possible amendments, during which the offer will be open and description of the application process
Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots

[Specify details]

[Einzelheiten einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants
Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner

[Specify details]

[Einzelheiten einfügen]

Details of the minimum and/or maximum amount of application (whether in number of notes or aggregate amount to invest)
Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)

[Specify details]

[Einzelheiten einfügen]

⁸ Only applicable for Fixed Rate Notes.

Nur für festverzinsliche Schuldverschreibungen anwendbar

⁹ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.

Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Method and time limits for paying up the notes and for delivery of the notes [Specify details]
Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung [Einzelheiten einfügen]

Manner and date in which results of the offer are to be made public [Specify details]
Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind [Einzelheiten einfügen]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of not exercised subscription rights [Specify details]
Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte [Einzelheiten einfügen]

C.2 Plan of distribution and allotment⁽¹⁰⁾

Plan für die Aufteilung der Wertpapiere und deren Zuteilung⁽¹⁰⁾

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche [Specify details]
Erfolgt das Angebot gleichzeitig auf den Märkten zwei oder mehrerer Ländern und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche [Einzelheiten einfügen]

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

C.3 Pricing⁽¹¹⁾

Kursfeststellung⁽¹¹⁾

Expected price at which the Notes will be offered [Not applicable]
[Specify details]
Preis zu dem die Schuldverschreibungen voraussichtlich angeboten werden [Nicht anwendbar] [Einzelheiten einfügen]

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

C.4 Placing and underwriting⁽¹²⁾

Platzierung und Emission⁽¹²⁾

¹⁰ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

¹¹ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place []

Name und Anschrift des Koordinator/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots - sofern der Anleihschuldnerin oder dem Anbieter bekannt - in den einzelnen Ländern des Angebots []

Method of distribution

Vertriebsmethode

Non-syndicated [Applicable]
[Not Applicable] []
Nicht syndiziert [Anwendbar]
[Nicht anwendbar] []

Syndicated [Applicable]
[Not Applicable] []
Syndiziert [Anwendbar]
[Nicht anwendbar] []

Subscription Agreement

Übernahmevertrag

Date of Subscription Agreement []
Datum des Übernahmevertrages []

General features of the Subscription Agreement [Specify details]
Hauptmerkmale des Übernahmevertrages [Einzelheiten einfügen]

Management Details including form of commitment⁽¹³⁾

Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme⁽¹³⁾

Dealer / Management Group (specify) []
Platzeur / Bankenkonsortium (angeben) []

Firm commitment [Applicable]
[Not Applicable] []
Feste Zusage [Anwendbar]
[Nicht anwendbar] []

No firm commitment / best efforts arrangements [Applicable]
[Not Applicable] []
Ohne feste Zusage / zu den bestmöglichen Bedingungen [Anwendbar]
[Nicht anwendbar] []

Consent to use of Prospectus

Zustimmung zur Verwendung des Prospekts

¹² Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

¹³ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

The Issuer consents to the use of the Prospectus by the following Dealer(s) and/or financial intermediar[y][ies] (individual consent):

Die Anleiheschuldnerin stimmt der Verwendung des Prospekts durch den/die folgenden Platzeur(e) und/oder Finanzintermediär(e) (individuelle Zustimmung) zu:

Such consent is also subject to and given under the condition:

Ferner erfolgt diese Zustimmung vorbehaltlich:

The subsequent resale or final placement of Notes by Dealers and/or financial intermediaries can be made:

Die spätere Weiterveräußerung und endgültigen Platzierung der Wertpapiere durch Platzeure und/oder Finanzintermediäre kann erfolgen während:

Consent to use of the Prospectus is given for the following jurisdictions:

Zustimmung zur Verwendung des Prospekts wird für die folgenden Jurisdiktionen erteilt:

Commissions⁽¹⁴⁾

Provisionen⁽¹⁴⁾

Management/Underwriting Commission (specify) []
Management- und Übernahmeprovision (angeben) []

Selling Concession (specify) []
Verkaufsprovision (angeben) []

Stabilising Dealer(s)/Manager(s) [None] [Specify details]
Kursstabilisierende(r) Platzeur(e)/Manager [Keiner] [Einzelheiten einfügen]

D. Admission to trading [Yes/No]
Einbeziehung in den Handel [Ja/Nein]

Regulated Market of the Luxembourg Stock Exchange
Regulated Market der Luxemburger Wertpapierbörse

Regulated Market of the Düsseldorf Stock Exchange
Regulated Market der Düsseldorf Wertpapierbörse

¹⁴ To be completed in consultation with the Issuer.
In Abstimmung mit der Anleiheschuldnerin auszufüllen.

Other Stock Exchange
Andere Wertpapierbörse

Date of admission to trading []
Datum der Einbeziehung in den Handel []

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

Issue Price []%
Ausgabepreis []%

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment [Not applicable]
[Specify details]
Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung [Nicht anwendbar] [Einzelheiten einfügen]

E. Additional Information
Zusätzliche Informationen

Rating⁽¹⁵⁾ [Not applicable]
[Specify details]

Rating⁽¹⁵⁾ [Nicht anwendbar] [Einzelheiten einfügen]

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**").]

[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. Mai 2011 (die „Ratingagentur-Verordnung“), registriert ist oder die Registrierung beantragt hat.]

The European Securities and Markets Authority ("**ESMA**") publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.]

[Die Europäische Wertpapier und Marktaufsichtsbehörde („ESMA“) veröffentlicht auf ihrer Webseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert.]

¹⁵ Do not complete, if the Notes are not rated on an individual basis. In case of Notes with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.

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

Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.]

**[THIRD PARTY INFORMATION
INFORMATIONEN VON SEITEN DRITTER**

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

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

[METRO AG
(as Issuer)
(als Anleiheschuldnerin)]

[Metro Finance B.V.
(as Issuer)
(als Anleiheschuldnerin)]

Garantie

der

METRO AG,
Düsseldorf, Bundesrepublik Deutschland

für Teilschuldverschreibungen
(die „**Teilschuldverschreibungen**“), die von der

Metro Finance B.V.,
Venlo, Niederlande

unter dem EUR 6.000.000.000 Programm
vom 14. Mai 2010 (in der von Zeit zu Zeit
ergänzten und/oder überarbeiteten Fassung)
(das „**Programm**“)

begeben werden

Die METRO AG, Düsseldorf (die „**Garantin**“) übernimmt hiermit gegenüber den Anleihegläubigern (die „**Anleihegläubiger**“) die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße Zahlung des Kapitals, der Zinsen sowie etwaiger zusätzlich zu zahlender Beträge nach Maßgabe der Bedingungen der von der Metro Finance B.V., Venlo (die „**Anleiheschuldnerin**“) unter dem Programm begebenen jeweiligen Anleihen.

Sinn und Zweck der Garantie ist es sicherzustellen, dass die Anleihegläubiger unter allen Umständen und ungeachtet der tatsächlichen oder rechtlichen Umstände, Beweggründe oder Erwägungen, aus denen eine Zahlung durch die Anleiheschuldnerin unterbleiben mag, Kapital und Zinsen sowie etwaige gemäß den Bedingungen der jeweiligen Anleihe zusätzlich zahlbare Beträge zu den Fälligkeitsterminen nach Maßgabe der jeweiligen Bedingungen erhalten. Die Garantie begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 (1) BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Garantin eingegangenen Verpflichtungen zu verlangen und gegen die Garantin durchzusetzen. Die Garantin wird demgemäß zu jeder Zeit auf erstes schriftliches Anfordern alle erforderlichen Zahlungen ohne jede Einschränkung leisten, falls die Anleiheschuldnerin aus irgendeinem Grunde die fälligen Beträge nicht zahlt.

Die Garantin kann beim Amtsgericht der Stadt Frankfurt am Main Kapitalbeträge und Zinsen hinterlegen, die von den Anleihegläubigern nicht innerhalb von 12 Monaten nach dem Maßgeblichen Tag beansprucht wurden, und auf ihr Rücknahmerecht für eine derartige Hinterlegung verzichten. Die Hinterlegung erfolgt auf Gefahr und Kosten der entsprechenden Anleihegläubiger. Alle Ansprüche der entsprechenden Anleihegläubiger gegen die Garantin erlöschen durch die Hinterlegung.

„**Maßgeblicher Tag**“ ist in Bezug auf jede Zahlung entweder (a) der Tag, an dem die betreffende Zahlung fällig wird oder (b) wenn der Fiscal Agent (wie in den Bedingungen der jeweiligen Teilschuldverschreibungen definiert) den gesamten, zahlbaren Betrag nicht an oder vor einem solchen Fälligkeitstag erhalten hat, der Tag, an dem eine entsprechende Mitteilung (über den Erhalt des gesamten Betrages) an die Anleihegläubiger gegeben wird, je nachdem, welcher der beiden Tage der spätere ist.

Die Garantin und die Deutsche Bank Aktiengesellschaft (die „**Deutsche Bank**“) vereinbaren, dass die Deutsche Bank das Original dieser Garantie bis zur Erfüllung der Verpflichtungen aus den Teilschuldverschreibungen und der Garantie in Verwahrung hält. Die Deutsche Bank handelt in ihrer Eigenschaft als Verwahrstelle nicht als Treuhänderin für die Anleihegläubiger.

Die Verpflichtungen aus der Garantie werden durch Änderung der Rechtsform der Anleihe-schuldnerin oder einen Wechsel ihrer Gesellschafter nicht berührt.

Die Garantie unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nicht-ausschließlicher Gerichtsstand für alle sich aus den in der Garantie geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Garantin ist grundsätzlich Frankfurt am Main. Der Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

Der deutsche Wortlaut der Garantie ist allein rechtsverbindlich. Die englische Übersetzung ist unverbindlich.

Düsseldorf, am 14. Mai 2010

METRO AG

Wir nehmen hiermit die oben stehenden Erklärungen an.

Frankfurt am Main, am 14. Mai 2010

Deutsche Bank Aktiengesellschaft

Guarantee

(Garantie)

of

METRO AG,
Düsseldorf, Federal Republic of Germany

for Notes (the "**Notes**") issued by

Metro Finance B.V.,
Venlo, The Netherlands

under the EUR 6,000,000,000 Debt Issuance Programme
dated 14 May 2010
(as amended and/or restated from time to time)
(the "**Programme**")

METRO AG, Düsseldorf (the "**Guarantor**") hereby irrevocably and unconditionally guarantees to the holders of Notes (the "**Noteholders**") the due payment of the amounts corresponding to the principal of, and interest (if any) and any additional amounts payable pursuant to the terms and conditions of the relevant Notes issued by Metro Finance B.V., Venlo (the "**Issuer**") under the Programme.

The intent and purpose of the Guarantee is to ensure that the Noteholders, under all circumstances and regardless of any factual and legal circumstances, motivations and considerations on the basis of which the Issuer may fail to effect payment, shall receive principal and interest and additional amounts payable pursuant to the terms and conditions of the relevant Notes on the due dates in accordance with the relevant terms and conditions. The Guarantee constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328 (1) of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Guarantor and to enforce such obligations against the Guarantor. Accordingly, the Guarantor shall at any time upon first written demand pay all amounts required under the Guarantee without any restrictions in case the Issuer should for any reason fail to pay the amounts due.

The Guarantor may deposit with the "*Amtsgericht*" (lower court) of Frankfurt am Main principal and interest not claimed by Noteholders within twelve months after the Relevant Date and waive its right to withdraw such deposit. Such deposit will be at the risk and cost of such Noteholders. Upon such deposit all claims of such Noteholders against the Guarantor shall cease.

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent (as defined in the conditions of the relevant Notes) on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

The Guarantor and Deutsche Bank Aktiengesellschaft ("**Deutsche Bank**") agree that Deutsche Bank shall hold the original copy of this Guarantee until all obligations under the Notes and the Guarantee have been fulfilled. Deutsche Bank in its capacity as holder of the original copy of the Guarantee is not acting as fiduciary (*Treuhänder*) for the Noteholders.

The obligations arising from the Guarantee will not be affected by a change of the legal form of the Issuer or by a change in its ownership.

The Guarantee is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Guarantor arising from the legal relations established in the Guarantee is Frankfurt am Main; *provided, however, that* the place of jurisdiction is exclusive for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (*öffentlich-rechtliche Sondervermögen*) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

The German version of the Guarantee is the legally binding one. The English translation is for convenience only.

Düsseldorf, 14 May 2010

METRO AG

We hereby accept all of the above.

Frankfurt am Main, 14 May 2010

Deutsche Bank Aktiengesellschaft

METRO AG
Düsseldorf, Bundesrepublik Deutschland

Verpflichtungserklärung

zugunsten der Gläubiger
(die „**Anleihegläubiger**“)

der von der Metro Finance B.V.,
Venlo, Niederlande,
(die „**Anleiheschuldnerin**“)

bzw. von der METRO AG,
Düsseldorf, Bundesrepublik Deutschland,
(die „**Anleiheschuldnerin**“
oder gegebenenfalls die „**Garantin**“)

im Rahmen des EUR 6.000.000.000 Programmes
vom 14. Mai 2010 (in der von Zeit zu Zeit
ergänzten und/oder überarbeiteten Fassung)
(das „**Programm**“)

begebenen Teilschuldverschreibungen
(die „**Teilschuldverschreibungen**“)

Die METRO AG in ihrer Eigenschaft als Garantin (die „**Verpflichtete**“) verpflichtet sich hiermit gegenüber der Deutsche Bank Aktiengesellschaft („**Deutsche Bank**“) zugunsten der Anleihegläubiger, so lange eine Teilschuldverschreibung aussteht, weder in Bezug auf die Gesamtheit noch auf einen Teil ihrer gegenwärtigen und zukünftigen Vermögensgegenstände, -werte oder Einnahmen (einschließlich des nicht eingeforderten Kapitals), mit Ausnahme der Zulässigen Sicherungsrechte, Sicherungsrechte zu begründen oder zuzulassen, dass Sicherungsrechte weiterbestehen, und die Verpflichtete wird dafür Sorge tragen, dass ihre Tochtergesellschaften gleichermaßen keine Sicherungsrechte begründen oder zulassen, dass Sicherungsrechte weiterbestehen, um Verbindlichkeiten oder Garantieverpflichtungen zu sichern, ohne dass die Verpflichtete oder ihre Tochtergesellschaften zur gleichen Zeit oder vorher die Teilschuldverschreibungen gleichwertig und anteilmäßig besichert haben.

Die Verpflichtete verpflichtet sich außerdem, die Vorschriften, welche im Abschnitt „Besteuerung/Taxation“ der Emissionsbedingungen der Teilschuldverschreibungen aufgeführt sind, zu erfüllen und einzuhalten.

„**Garantieverpflichtung**“ in Bezug auf jedwede Verbindlichkeit einer Person die Verpflichtung (einschließlich in Form einer Bürgschaft) einer anderen Person, diese Verbindlichkeit zu begleichen, einschließlich (ohne Einschränkung):

- (i) der Verpflichtung, eine derartige Verbindlichkeit zu kaufen;
- (ii) der Verpflichtung, Geld zu leihen, Aktien oder andere Wertpapiere zu kaufen oder zu zeichnen oder Vermögenswerte oder Dienstleistungen zu kaufen, um die Mittel für die Zahlung derartiger Verbindlichkeiten bereitzustellen;
- (iii) jeder Freistellung gegen die Auswirkungen eines Zahlungsverzugs einer solchen Verbindlichkeit; und
- (iv) jeder anderen Vereinbarung über die Haftung für eine derartige Verbindlichkeit.

„**Sicherungsrechte**“ ist jede Hypothek, Grundschuld, jedes Pfand- oder sonstige dingliche Sicherungsrecht unter den Gesetzen der jeweils maßgeblichen Rechtsordnung.

„**Tochtergesellschaft**“ ist in Bezug auf eine Person (die „**erste Person**“) zu jedem bestimmten Zeitpunkt jede andere Person (die „**zweite Person**“):

- (i) deren Angelegenheiten und Geschäftspolitik von der ersten Person kontrolliert werden oder kontrolliert werden können, entweder durch Halten der Mehrheit des Anteilskapitals oder der Stimmrechte, durch Vertrag oder die Befugnis, Mitglieder des Vorstands der zweiten Person zu ernennen oder abzurufen;

und

- (ii) (a) deren gesamte Vermögensgegenstände oder (falls die zweite Person selbst Tochtergesellschaften hat) deren gesamte konsolidierte Vermögensgegenstände 3 % des Wertes der gesamten konsolidierten Vermögensgegenstände der ersten Person übersteigen, so wie es bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurde; oder (b) deren Einnahmen oder (falls die zweite Person selbst Tochtergesellschaften hat) deren konsolidierte Einnahmen 3 % der konsolidierten Netto- Einnahmen der ersten Person übersteigen, so wie sie bei dem letzten geprüften (konsolidierten) Jahresabschluss der ersten Person und dieser Tochtergesellschaft festgestellt wurden.

„**Verbindlichkeit**“ jede Geldschuld, die in Form einer Schuldverschreibung oder eines sonstigen Wertpapiers verbrieft ist, und an einer Börse oder an einem anderen Wertpapiermarkt (einschließlich des außerbörslichen Handels) eingeführt ist, notiert oder gehandelt wird oder werden kann, jedes von einer Bank, einer Versicherung oder einem anderen Finanzinstitut ausgereichte Darlehen (einschließlich, aber ohne darauf beschränkt zu sein, Schuldscheindarlehen) sowie jede Garantieverpflichtung oder sonstige Gewährleistung in Bezug auf eine solche Verbindlichkeit.

„**Zulässige Sicherungsrechte**“ in Bezug auf eine Teilschuldverschreibung sind:

- (i) alle Sicherungsrechte, die am Begebungstag der Teilschuldverschreibung bestehen, soweit sie an diesem Tag ausstehende Verbindlichkeiten absichern; hiervon sind Sicherungsrechte ausgenommen, soweit solche Verbindlichkeiten nach Bestellung der Sicherungsrechte zurückgezahlt oder getilgt werden und/oder die Sicherungsrechte nach Bestellung erlöschen oder ersetzt werden;
- (ii) alle Sicherungsrechte, die kraft Gesetzes oder im Rahmen der gewöhnlichen Geschäftstätigkeit der Verpflichteten oder einer ihrer Tochtergesellschaften entstehen (einschließlich aller Sicherungsrechte in Form eines Eigentumsvorbehaltes oder anderer Sicherungsrechte, die aufgrund von Geschäfts- oder üblichen Bedingungen der Gegenpartei, in Übereinstimmung mit der üblichen Marktpraxis entstehen);
- (iii) alle Sicherungsrechte, die nach dem Begebungstag der Teilschuldverschreibung an neu erworbenen Vermögensgegenständen oder Vermögenswerten bestellt werden, einzig zum Zweck der Besicherung der übernommenen Verpflichtungen, die dem Zweck (a) der Finanzierung des Kaufpreises eines solchen erworbenen Vermögensgegenstandes oder Vermögenswertes oder (b) der Begründung, Entwicklung oder Verbesserung eines solchen Vermögensgegenstandes oder Vermögenswertes dienen;
- (iv) alle Sicherungsrechte, die auf den Vermögensgegenständen, -werten oder Anteilen neu erworbener Tochtergesellschaften der Verpflichteten lasten und die nach dem Begebungstag der Teilschuldverschreibung gekauft werden;

- (v) alle Sicherungsrechte, die bestehen oder begründet sind zu Gunsten der Anleihe-schuldnerin, der Garantin oder ihrer Tochtergesellschaften; und
- (vi) alle Sicherungsrechte, die bestehen oder begründet werden, um Verpflichtungen zu sichern, die in Zusammenhang mit dem Gesetz zur Förderung eines gleitenden Übergangs in den Ruhestand (Altersteilzeitgesetz) eingegangen werden.

„Ausstehen“ wird ausgelegt, wie in der Emissions- und Zahlstellenvereinbarung definiert, die sich auf die Teilschuldverschreibungen bezieht.

Diese Verpflichtungserklärung begründet einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte gemäß § 328 (1) BGB, der jedem Anleihegläubiger das Recht einräumt, die Erfüllung der durch die Verpflichtete damit eingegangenen Verpflichtungen zu verlangen und gegen die Verpflichtete durchzusetzen.

Die Verpflichtete und die Deutsche Bank vereinbaren, dass die Deutsche Bank das Original dieser Verpflichtungserklärung bis zur Erfüllung der Verpflichtungen aus den Teilschuldverschreibungen und der Verpflichtungserklärung in Verwahrung hält. Die Deutsche Bank handelt in ihrer Eigenschaft als Verwahrstelle nicht als Treuhänderin für die Anleihegläubiger.

Die Verpflichtungserklärung unterliegt dem Recht der Bundesrepublik Deutschland. Erfüllungsort und nichtausschließlicher Gerichtsstand für alle sich aus den in der Verpflichtungserklärung geregelten Rechtsverhältnissen ergebenden Rechtsstreitigkeiten mit der Verpflichteten ist grundsätzlich Frankfurt am Main. Dieser Gerichtsstand ist hingegen ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen und Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

Der deutsche Wortlaut der Verpflichtungserklärung ist allein rechtsverbindlich. Die englische Übersetzung ist unverbindlich.

Düsseldorf, am 14. Mai 2010

METRO AG

Wir nehmen hiermit die oben stehenden Erklärungen an.

Frankfurt am Main, am 14. Mai 2010

Deutsche Bank Aktiengesellschaft

METRO AG
Düsseldorf, Federal Republic of Germany

Undertaking

in favour of the holders
(the "**Noteholders**")
of notes (the "**Notes**")

issued by Metro Finance B.V.,
Venlo, The Netherlands
(the "**Issuer**"),

and METRO AG,
Düsseldorf, Federal Republic of Germany
(the "**Issuer**" or the "**Guarantor**",
as applicable),

under the
EUR 6,000,000,000 Debt Issuance Programme
dated 14 May 2010 (as amended
and/or restated from time to time)
(the "**Programme**")

METRO AG in its capacity as Guarantor (the "**Obligor**") hereby undertakes to Deutsche Bank Aktiengesellschaft ("**Deutsche Bank**") in favour of the Noteholders that, so long as any Note is outstanding, it shall not, and shall procure that none of its Subsidiaries shall not, create or permit to subsist any Security Interest other than a Permitted Security Interest upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any Indebtedness or guarantee of Indebtedness without at the same time or prior thereto securing the Notes equally and rateably therewith.

The Obligor further undertakes to perform and comply with the terms of the Condition headed "Taxation/ Besteuerung" in the Terms and Conditions of the Notes.

"**Guarantee**" means, in relation to any Indebtedness of any person, any obligation (including in the form of a suretyship) of another person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness.

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest under the laws of any applicable jurisdiction.

"**Subsidiary**" means, in relation to any person (the "**first person**") at any particular time, any other person (the "**second person**"):

- (i) whose affairs and policies the first person controls or has the power to control, whether by ownership of the majority of share capital or voting rights, contract or the power to appoint or remove members of the governing body of the second person;

and

- (ii) (a) the value of whose total assets or (in case the second person itself has Subsidiaries) the total consolidated assets exceed 3 per cent. of the total consolidated assets of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary; or (b) whose revenues or (in case the second person itself has Subsidiaries) consolidated revenues exceeds 3 per cent. of the consolidated net revenues of the first person, as determined from the most recent audited (consolidated) financial statements of the first person and such Subsidiary.

"Indebtedness" means any monetary indebtedness which is represented by a bond or other debt security and which is or is capable of being admitted to or listed or traded on a stock exchange or other securities market (including any over-the-counter market), any loan advanced by a bank, an insurance company or any other financial institution (including, without limitation, assignable loans (Schuldscheindarlehen)) and any guarantee or suretyship in respect of any such indebtedness.

"Permitted Security Interest" means in relation to any Note:

- (i) any Security Interest in existence on the date of issue of such Note to the extent that it secures Indebtedness outstanding on such date and, for the avoidance of doubt, excluding any such Security Interest to the extent that any such Indebtedness is subsequently repaid or redeemed and/or such Security Interest is subsequently discharged or replaced;
- (ii) any Security Interest arising by operation of law or in the ordinary course of business of the Obligor or any of its Subsidiaries (including any Security Interest in the form of a retention of title arrangement or other Security Interest entered into on the counterparty's standard or usual terms in accordance with customary market practice);
- (iii) any Security Interest created over a newly acquired asset after the date of the issue of such Note which is solely for the purpose of securing Indebtedness incurred for the purpose of (a) financing the purchase price of the acquisition of such asset or (b) constructing, developing or improving such asset;
- (iv) any Security Interest existing over the assets or shares of newly acquired Subsidiaries of the Obligor acquired after the date of issue of such Note;.
- (v) any Security Interest created or existing for the benefit of the Issuer, the Guarantor and its Subsidiaries; and
- (vi) any Security Interest created or existing to secure any obligations incurred in order to comply with the German Act on Old-Age Part-Time (*Gesetz zur Förderung eines gleitenden Übergangs in den Ruhestand*).

References to Notes being "outstanding" shall be construed in accordance with the issue and paying agency agreement relating to the Notes.

This Undertaking constitutes a contract in favour of the Noteholders as third party beneficiaries pursuant to Section 328(1) of the German Civil Code entitling each Noteholder to require performance of the obligations undertaken by the Obligor herein and to enforce such obligations against the Obligor.

The Obligor and Deutsche Bank agree that Deutsche Bank shall hold the original copy of this Undertaking until all obligations under the Notes and this Undertaking have been fulfilled. Deutsche Bank in its capacity as holder of the original copy of this Undertaking is not acting as fiduciary (*Treuhänder*) for the Noteholders.

This Undertaking is governed by the laws of the Federal Republic of Germany. Place of performance and place of non-exclusive jurisdiction for all litigation with the Obligor arising from the legal relations established in this Undertaking is Frankfurt am Main; provided, however, that the place of jurisdiction is exclusive for all litigation which is brought by merchants (*Kaufleute*), legal persons under public law (*juristische Personen des öffentlichen Rechts*), special funds under public law (öffentlich-rechtliche Sondervermögen) and persons not subject to general jurisdiction of the courts of the Federal Republic of Germany (*Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland*).

The German version of the Undertaking is the legally binding one. The English translation is for convenience only.

Düsseldorf, 14 May 2010

METRO AG

We hereby accept all of the above.

Frankfurt am Main, 14 May 2010

Deutsche Bank Aktiengesellschaft

Description of METRO AG

Incorporation, Domicile and Purpose

METRO AG was created in 1996 by a merger of METRO Cash & Carry companies, ASKO Deutsche Kaufhaus AG, Kaufhof Holding AG and Deutsche SB-Kauf AG.

METRO AG has its registered office in Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany and is registered under the Reg. No. HRB 39473 of the Düsseldorf Local Court. There are no registered branch offices in the Federal Republic of Germany. The telephone number of METRO AG is +49 211 6886 0.

METRO AG is incorporated as a public stock corporation (*Aktiengesellschaft*) under the laws of the Federal Republic of Germany and operates under the laws of the Federal Republic of Germany.

METRO AG is the parent company of METRO GROUP (hereinafter METRO GROUP). The commercial name of METRO GROUP is METRO GROUP. METRO AG is the strategic management holding company. The operative business is divided into the business segments of wholesale, food retail and non-food specialty stores. Throughout METRO GROUP, cross-divisional service companies perform an array of services in such areas as real estate, logistics, information technology and advertising for the sales brands.

METRO AG's purpose (according to Article 2 of its Articles of Association) encompasses the management and promotion of trading and service enterprises particularly in the following areas:

- Trading businesses of all kinds related to the operation of department stores and other retailing enterprises, mail order, wholesale trade and sales channels based on new electronic media;
- Manufacturing and development of products that may be the object of commerce and of services;
- Execution of real-estate transactions of all kinds including property development;
- Services for the restaurant and catering business and for tourism;
- Brokering of financial services for, through or by, subsidiaries and associated companies;
- Asset management.

METRO AG may perform all and any acts and actions, and transact any businesses, which appear or are deemed expedient to its purposes or are directly or indirectly related thereto. METRO AG may also directly engage in any business fields mentioned hereinabove. Any such business that requires specific governmental permits, licenses or approvals may not be transacted until such permits, licenses or approvals have been granted. METRO AG may establish, form, acquire, manage, purchase equity interest, whether by minority shareholding or otherwise, in, or sell or dispose of, any such enterprises in Germany and abroad active in the business areas specified hereinabove. METRO AG may group its shareholdings under its uniform control or confine itself to the management of such associated companies/shareholdings.

Capital Stock and Shares

On 30 September 2016, the share capital of METRO AG totalled EUR 835,419,052.27. It is divided into a total of 324,109,563 ordinary bearer shares (proportion of the share capi-

tal: EUR 828,572,941, approx. 99.18 per cent) as well as 2,677,966 preference bearer shares (proportion of the share capital: EUR 6,846,111, approx. 0.82 per cent). The proportion per share amounts to about EUR 2.56. The share capital has been fully paid up.

Major Shareholders

Following is a list of the major shareholders of METRO AG:

	Direct share of voting rights (%)	Indirect share of voting rights (%)
Haniel Finance Deutschland GmbH, Duisburg, Germany	24.996	24.996
Franz Haniel & Cie. GmbH, Duisburg, Germany	-	24.996
Palatin Verwaltungsgesellschaft mbH, Essen, Germany	15.772	15.772
BVG Beteiligungs- und Vermögensverwaltung GmbH, Essen, Germany	-	15.772
Gebr. Schmidt GmbH & Co. KG, Essen, Germany	-	15.772
Gebr. Schmidt Verwaltungsgesellschaft mbH, Essen, Germany	-	15.772
Dr. Michael Schmidt-Ruthenbeck, Zurich, Switzerland	-	15.772
Beisheim Capital GmbH, Düsseldorf, Germany	2.280	9.100
Beisheim Group GmbH & Co. KG, Düsseldorf, Germany	-	9.100
Beisheim Verwaltungs GmbH, Düsseldorf, Germany	-	9.100
Beisheim Holding GmbH, Baar, Switzerland	6.820	9.100
Prof. Otto Beisheim Stiftung, Baar, Switzerland	-	9.100
Prof. Otto Beisheim Stiftung, Munich, Germany	-	9.100

The information above is based on notifications of voting rights in accordance with the German Securities Trading Act (*Wertpapierhandelsgesetz*) and certain information on corporate changes made available to METRO AG by the above listed persons/companies. Please note that there might be changes in the current direct holding of voting rights within the meaning of the *Wertpapierhandelsgesetz* (*direkt gehaltene Stimmrechte*) and the indirect holding of such voting rights (voting rights which are attributed to a shareholder according to Section 22 of the *Wertpapierhandelsgesetz*, *zugerechnete Stimmrechte*), which are not reflected in the above information. This may be the case, where it was not required according to mandatory law for such changes to be reported to METRO AG by the holder of the respective voting rights.

Management Board (Status of the mandates: As at the date of this Prospectus or date of the respective departure from the Board of METRO AG)

- a) Member of other statutory supervisory boards in accordance with Section 125 Section 1 Sentence 5, 1st Alt. of the German Stock Corporation Act.
- b) Member of comparable German and international supervisory boards of business enterprises in accordance with Section 125 Section 1 Sentence 5, 2nd Alt. of the German Stock Corporation Act.

The business address of each member of the Management Board is Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany.

Olaf Koch (Chairman)

Corporate Communications, Group Strategy, Corporate M&A, Corporate Legal Affairs & Compliance, Corporate Office, Corporate Public Policy, Horeca Digital and Business Innovation, Real

- a) real,- SB-Warenhaus GmbH (Chairman)
- b) HoReCa Digital GmbH – Advisory Board (Chairman), since 20 September 2016
Media-Saturn-Holding GmbH – Advisory Board (Chairman), until 17 October 2016

Pieter C. Boone (Member of the Management Board)

METRO Cash & Carry

- a) METRO Großhandelsgesellschaft mbH, until 27 September 2016
- b) None

Mark Frese (Chief Financial Officer)

Group Finance (Corporate Planning & Controlling, Corporate Treasury, Corporate Group Financial Services, Financial Asset & Pension Management), Corporate Accounting, Global Business Services, Corporate Group Tax, Corporate Investor Relations, Corporate Risk Management & Internal Control Finance, METRO PROPERTIES, MIB METRO GROUP Insurance Broker, METRO LOGISTICS

- a) None
- b) METRO Cash & Carry International Holding GmbH, Vösendorf, Austria – Supervisory Board
Metro Finance B.V., Venlo, Netherlands – Supervisory Board
METRO Re AG (formerly METRO Reinsurance N.V.) – Supervisory Board
Media-Saturn-Holding GmbH – Advisory Board (Chairman), since 17 October 2016

Pieter Haas (Member of the Management Board)

Media-Saturn

Chairman of the Management Board of Media-Saturn-Holding GmbH

- a) None
- b) Tertia Handelsbeteiligungsgesellschaft mbH – since 4 December 2014

Heiko Hutmacher (Chief Human Resources Officer)

Human Resources (HR Campus, Corporate House of Learning, Corporate Performance & Rewards, Executive Resources, Group Labour Relations & Labour Law, HR Operations, HR Processes, Analytics & Projects, Talent Management, Leadership & Change), Corporate IT Management, Group Internal Audit, Sustainability & Regulatory Affairs, METRO SYSTEMS, MGT METRO GROUP Travel Services

- a) Metro Großhandelsgesellschaft mbH
METRO Systems GmbH (Chairman)
real,- SB-Warenhaus GmbH

- b) None

Supervisory Board (Status of the mandates: As at the date of this Prospectus or date of the respective departure from the Board of METRO AG)

- a) Member of other statutory supervisory boards in accordance with Section 125 Section 1 Sentence 5, 1st Alt. of the German Stock Corporation Act.
- b) Member of comparable German and international supervisory boards of business enterprises in accordance with Section 125 Section 1 Sentence 5, 2nd Alt. of the German Stock Corporation Act.

The business address of each member of the Supervisory Board is Metro-Straße 1, 40235 Düsseldorf, Federal Republic of Germany.

Jürgen B. Steinemann (Chairman, since 19 February 2016)
Chairman of the Supervisory Board of METRO AG

- a) Ewald Dörken AG
Big Dutchman AG, since 28 April 2016
- b) Barry Callebaut AG, Zurich, Switzerland – Board of Directors (Vice President, until 9 December 2015)
Lonza Group AG, Basel, Switzerland – Board of Directors

Franz M. Haniel (Chairman, until 19 February 2016)
Chairman of the Supervisory Board of Franz Haniel & Cie. GmbH

- a) BMW AG
Delton AG (Vice Chairman)
Franz Haniel & Cie. GmbH (Chairman)
Heraeus Holding GmbH
- b) TBG Limited, St. Julian's, Malta – Board of Directors

Werner Klockhaus (Vice Chairman)
Chairman of the Group Works Council of METRO AG
Chairman of the General Works Council of real,- SB-Warenhaus GmbH

- a) real,- SB-Warenhaus GmbH (Vice Chairman)
Hamburger Pensionskasse von 1905 Versicherungsverein
auf Gegenseitigkeit (since 21 September 2016)
- b) None

Prof. Dr oec. Dr iur. Ann-Kristin Achleitner
Holder of the Professorship for Entrepreneurial Finance and Scientific Co-Director of the Center for Entrepreneurial and Financial Studies (CEFS) at the Technical University of Munich

- a) Deutsche Börse Aktiengesellschaft, since 11 May 2016

Linde Aktiengesellschaft
Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft

- b) Engie S.A., Paris, France – Board of Directors

Gwyn Burr

Member of the Board of Directors of Hammerson plc, London, Great Britain

- a) None
- b) DFS Furniture plc, Doncaster, South Yorkshire, Great Britain – Board of Directors
Hammerson plc, London, Great Britain – Board of Directors
Just Eat plc, London, Great Britain – Board of Directors
Sainsbury's Bank plc, London, Great Britain – Board of Directors

Ulrich Dalibor

Pensioner

Representative of the ver.di trade union

- a) DOUGLAS HOLDING AG, since 5 November 2015
Maxingvest AG
- b) None

Karin Dohm

Since 19 February 2016

Global Head of Group Structuring at Deutsche Bank AG

- a) Deutsche EuroShop AG (Vice Chairwoman)
- b) Deutsche Bank Europe GmbH – Supervisory Board (Chairwoman), since 14 November 2016
Deutsche Bank Luxembourg S.A., Luxembourg – Supervisory Board, since 1 September 2016
Deutsche Holdings (Luxembourg) S.à r.l., Luxembourg – Supervisory Board, since 1 June 2016

Thomas Dommel

Since 10 December 2015

Chairman of the General Works Council of METRO LOGISTICS Germany GmbH

- a) METRO LOGISTICS Germany GmbH (Vice Chairman)
- b) None

Jürgen Fitschen

Senior Advisor Deutsche Bank AG (former CEO of Deutsche Bank AG)

- a) None
- b) Kühne + Nagel International AG, Schindellegi, Switzerland – Board of Directors

Hubert Frieling

Until 31 August 2016

Pensioner

- a) None
- b) None

Dr Florian Funck

Member of the Management Board of Franz Haniel & Cie. GmbH

- a) TAKKT AG
Vonovia SE
- b) None

Andreas Herwarth

Chairman of the Works Council of METRO AG

- a) None
- b) None

Peter Küpfer

Self-employed Business Consultant

- a) None
- b) AHRB AG, Zurich, Switzerland – Board of Directors (President, since 25 May 2016)
ARH Resort Holding AG, Zurich, Switzerland – Board of Directors (President, since 25 May 2016)
Breda Consulting AG, Zurich, Switzerland – Board of Directors (President, since 25 May 2016)
Cambiata Ltd, Road Town, Tortola, British Virgin Islands – Board of Directors
Cambiata Schweiz AG, Zurich, Switzerland – Board of Directors, since 17 June 2016
Gebr. Schmidt GmbH & Co. KG – Advisory Board
Lake Zurich Fund Exempt Company, George Town, Grand Cayman, Cayman Islands – Board of Directors
Supra Holding AG, Zug, Switzerland – Board of Directors
Travel Charme Hotels & Resorts Holding AG, Zurich, Switzerland – Board of Directors (President, since 25 May 2016)

Rainer Kuschewski

Secretary of the National Executive Board of the ver.di trade union

- a) real,- SB-Warenhaus GmbH
GALERIA Kaufhof GmbH
- b) None

Susanne Meister

Member of the General Works Council of real,- SB-Warenhaus GmbH

a) None

b) None

Dr Angela Pilkmann

Since 1 September 2016

Category Manager Food real,- SB-Warenhaus GmbH

a) None

b) None

Mattheus P. M. (Theo) de Raad

Member of the Supervisory Board of HAL Holding N.V.

Willemstad, Curaçao, Netherlands Antilles

a) None

b)

HAL Holding N.V., Willemstad, Curaçao, Dutch Antilles – Supervisory Board

Vollenhoven Olie Groep B.V., Tilburg, Netherlands – Supervisory Board

METRO Cash & Carry Russia N.V., Amsterdam, Netherlands – Supervisory Board,
until 15 September 2015

Dr Fredy Raas

Managing Director of Beisheim Holding GmbH, Baar, Switzerland, and Beisheim Group GmbH & Co. KG

a) None

b)

ARISCO Holding AG, Baar, Switzerland – Board of Directors

Montana Capital Partners AG, Baar, Switzerland – Board of Directors

Xaver Schiller

Chairman of the General Works Council of METRO Cash & Carry Deutschland GmbH

Chairman of the Works Council of the METRO Cash & Carry store Munich-Brunnthal

a) Metro Großhandelsgesellschaft mbH (Vice Chairman)

b) None

Dr jur. Hans-Jürgen Schinzler

Honorary Chairman of the Supervisory Board of Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft

- a) None
- b) None

Jürgen Schulz

Since 10 December 2015

Head of the Service Department at the Saturn store in Bielefeld

Chairman of the Works Council of Saturn-Electro Handelsgesellschaft mbH, Bielefeld

- a) None
- b) None

Angelika Will

Honorary Judge at the Higher Labour Court

Secretary of the Regional Association Board North Rhine-Westphalia of DHV – Die Berufsgewerkschaft e. V. (federal specialist group on trade)

- a) None
- b) None

Supervisory Board Committees

Five committees support the Supervisory Board in its work, greatly contributing to the Board's overall efficiency: the Presidential Committee, the Personnel Committee, the Accounting and Audit Committee, the Nomination Committee and the Mediation Committee pursuant to Section 27 paragraph 3 of the German Co-determination Act (MitbestG).

The members of the Accounting and Audit Committee are Dr jur. Hans-Jürgen Schinzler (Chairman), Werner Klockhaus (Vice Chairman), Dr Florian Funck, Andreas Herwarth, Rainer Kuschewski, Dr Fredy Raas.

The Accounting and Audit Committee supports the Supervisory Board particularly in matters pertaining to accounting and financial reporting, auditing, compliance and risk management. In lieu of the Supervisory Board, the committee handles the following key issues: addressing accounting issues and monitoring the accounting process; reviewing the financial reports; monitoring the audit and determining the audit's focus; monitoring and guaranteeing the impartiality required of the auditor during the audit; in this context, the Accounting and Audit Committee can make the provision of permissible non-audit services by the auditor subject to its approval and implement guidelines for the provision of such services; handling issues related to group tax planning.

Potential conflicts of interest within the Supervisory Board/term of office and age restrictions

To prevent potential conflicts of interest, members of the Supervisory Board of METRO AG may not assume board functions, consulting tasks or memberships on the supervisory boards of German or international, direct and material competitors. This requirement, which is laid down in the by-laws of the Supervisory Board, must be considered in the identification of candidates for the Supervisory Board. The regular limit for the term of office on the Supervisory Board determined according to the recommendation of the German Corporate Governance Code is 16 years. Additionally, the members of the Supervisory Board may, as a rule, not remain in office after the end of the annual general meeting following their 75th birthday. The determination of justified exceptions considering the term of office as well as the age restriction is decided by the Supervisory Board in each case at its own discretion. The Supervisory Board of METRO AG currently also meets the aforementioned targets. No member of the Supervisory Board assumes a function for direct, material competitors. The selfdefined rules for the term of office on the Supervisory Board of METRO AG have been complied with in financial year 2015/16 without the detection of any exceptional case. One member of the Supervisory Board turned 75 in 2015 and is to remain on the Board until the end of the annual general meeting that will formally approve the actions of the Management Board for financial year 2016/17. Another member will turn 75 during this term of office. As a result, the Supervisory Board of METRO AG identified a justified exceptional case in both cases. The Board determined that the in-depth knowledge and experience of the members in question were particularly valuable to the future work of the Supervisory Board. To the knowledge of METRO AG the members of the Management Board or the Supervisory Board and their private interests and/or other duties do not comprise any potential conflicts of interest with any duties to METRO AG.

Declaration of compliance with the German Corporate Governance Code

During financial year 2015/16, the Management Board and the Supervisory Board of METRO AG discussed METRO GROUP's implementation of the recommendations of the German Corporate Governance Code in detail. They issued the following declaration pursuant to Section 161 of the German Stock Corporation Act (AktG) in September 2016:

“The Management Board and the Supervisory Board of METRO AG declare that the recommendations of the Government Commission on the German Corporate Governance Code published by the Federal Ministry of Justice in the official section of the Federal Gazette in the version of 5 May 2015 have been complied with without exception since the issue of the last declaration of compliance in September 2015.

Management Board and Supervisory Board intend to comply with the recommendations of the Government Commission in the version of 5 May 2015 with the following exceptions:

1. Clause 4.2.3 sec. 2 sentence 8 GCGC

METRO AG arranges the demerger of METRO GROUP into two independent companies listed on the stock exchange, one with the business sector Wholesale & Food Specialist and one with the business sector Consumer Electronics. The effectiveness of the demerger is expected for Mid-2017 and thus in the course of the coming financial year 2016/17. The current remuneration system of the Management Board, which was approved by the Supervisory Board in 2014, does respectively not take the planned demerger of METRO GROUP into consideration. Against this background new remuneration systems for the Management Board for both new entities are currently developed, which will orientate specifically on the respective operating business of the new entities. These remuneration systems will be introduced as of the effective date of the demerger. In this context also the handling of the already granted tranches of the perennial variable compensation (“Long Term incentive“) will be decided. As expected, within the next financial year the performance targets and comparison parameters of the annual variable compensation (“Short

Term Incentive”) as well as the perennial variable compensation will be changed. This intra-annual adaptation will lead to a one-time deviation from the recommendation pursuant to clause 4.2.3 sec. 2 sentence 8 GCGC. According to this recommendation changing the performance targets or the comparison parameters for the variable parts of the Management Board remuneration retroactively shall be excluded.

2. Clause 7.1.2 sentence 4 GCGC

The planned demerger of METRO GROUP has been approved by the annual general meeting of METRO AG on 6 February 2017. After approval of the general meeting the business sector Wholesale & Food Specialist would have to be reported as discontinued operation in the sense of IFRS 5 in the balance sheet of METRO AG and would have to be deconsolidated after the demerger has become effective. In particular in light of the size of the split-off business sector both steps entail significantly higher effort. Consequently, the concerned interim financial reports (as expected for 31 March 2017 and 30 June 2017) will be publicly available within the legally set time period but not within 45 days after the end of the reporting period which does not comply with the recommendation pursuant to clause 7.1.2 sentence 4 GCGC.”

This and the declarations pursuant to Section 161 of the German Stock Corporation Act (AktG) made over the last five years are made permanently available to METRO AG shareholders in the section Company – Corporate Governance on the website www.metrogroup.de.

On 6 February 2017, the annual general meeting approved the planned demerger.

The General Meeting

The Annual General Meeting

The registration and legitimisation procedure for the annual general meetings of METRO AG complies with German stock corporation law and international standards. Each shareholder who would like to participate in an annual general meeting of METRO AG and exercise his or her voting right there must register and supply proof of the right to participate and exercise voting rights. Written proof of share ownership in German or English from the institution maintaining the securities deposit account satisfies this requirement. A deposit of shares is not necessary. Proof of share ownership corresponds to the beginning of the 21st day before each annual general meeting. Like the registration for the annual general meeting, it must be submitted to METRO AG at the address specified in the invitation within the time frame specified by law and in the Articles of Association. Concrete registration and participation conditions are made public in the invitation for each annual general meeting.

Financial Year

In 2013, METRO GROUP moved the end of its financial year from 31 December to 30 September. For transition purposes, financial year 2013 was a nine-month short financial year (1 January 2013 to 30 September 2013). Since then the financial year is from 1 October to 30 September.

Risk and opportunity management system

In its operating activities, METRO GROUP is continuously exposed to risks that can impede the realisation of its short-term and medium-term objectives or the implementation of long-term strategies. In some cases, METRO GROUP must consciously take controllable risks to be able to exploit opportunities in a targeted manner. METRO GROUP defines risks as internal or external events resulting from uncertainty over future developments that can negatively impact the realisation of its corporate objectives. METRO GROUP defines opportunities as possible successes that extend beyond the defined objectives and can thus positively impact its business development.

METRO GROUP considers risks and opportunities as inextricably linked. For example, risks can emerge from missed or poorly exploited opportunities. Conversely, exploiting opportunities in dynamic growth markets or in new business areas always entails risks.

Ratings

Standard & Poor's Credit Market Services Europe Ltd. ("**Standard & Poor's**")^{16,17} has assigned the long-term credit rating BBB-¹⁸¹⁹ (stable outlook) to METRO GROUP.

Centralised management and efficient organisation

It is the responsibility and a legal requirement of the Management Board of METRO AG to organise a governance system for METRO GROUP. METRO GROUP regards the risk management system, the internal control system and the compliance management system as well as internal auditing as components of the governance, risk and compliance system (GRC system). This organisational structure is based on the governance elements identified in Section 107 paragraph 3 of the German Stock Corporation Act (AktG) as well as the German Corporate Governance Code. The fundamental principles of the GRC system are defined and documented in the governance, risk and compliance guideline. The goal of this guideline is to render structures and processes more transparent as well as provide for a uniform proceduralorganisational framework for the subsystems. The guideline sets the binding framework for existing and future regulations. This is the foundation on which METRO GROUP plans to increase the overall efficiency of the GRC system within METRO GROUP and to continuously enhance its effectiveness. The group committee for governance, risk and compliance (GRC committee) co-chaired by the Chairman of the Management Board and the CFO of METRO AG regularly discusses ways to harmonise and refine the GRC subsystems. The committee also regularly discusses the current risk and opportunity situation. Permanent members include representatives of Corporate Accounting (including Risk Management and Internal Control Finance), Corporate Planning & Controlling, Corporate Treasury, Corporate Legal Affairs & Compliance (including Internal Control Operations), Group Internal Audit, Group Strategy, Corporate Public Policy, IT Strategy & Governance as well as the Group Finance Director (until 30 September 2016). In addition, the group department Corporate Responsibility is a non-permanent member.

General Information on the Business of METRO GROUP, Competitive Position and Markets

METRO GROUP's corporate structure is characterised by a clear division of responsibilities. The group is headed by METRO AG. As a central management holding company, it oversees group management functions, including, in particular, Finance, Controlling, Legal and Compliance. The central management and administrative functions for METRO Cash & Carry are formally anchored within METRO AG. The group's operational business is handled by METRO GROUP's three sales lines. In some cases, the sales lines operate in the market with several sales brands or through subsidiaries, depending on the respective strategy, segment and specific competitive envi-

¹⁶ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**"). Standard & Poor's assigns long-term credit ratings on a scale from AAA to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. Standard & Poor's may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (neutral). Standard & Poor's assigns short-term credit ratings for specific issues on a scale from A-1, A-2, A-3, B, C down to D. Within the A-1 category the rating can be designated with a "+".

¹⁷ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

¹⁸ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

¹⁹ An obligor rated 'BBB' has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments.

ronment. METRO Cash & Carry is responsible for the group's wholesale business, Media-Saturn for consumer electronics retailing and Real for hypermarkets. All sales lines have full responsibility for their entire value chain. Service companies support all METRO GROUP sales lines with services in such areas as real estate, logistics, information technology and advertising. Together with METRO AG as the management holding, they are recognised under "Others".

Employees

During the reporting period, METRO GROUP employed an average of 196,540 (2014/15: 203,773) full-time equivalents.

Metro Cash & Carry

As part of its explicit focus on customer and market requirements, METRO Cash & Carry introduced the New Operating Model in financial year 2014/15. The aim is to transfer greater operational responsibility and creative freedom to the national subsidiaries to be able to respond faster and more flexibly to local demand and specific customer requirements, and thus increase the sales line's growth potential. As part of the introduction of the New Operating Model, the METRO Cash & Carry countries were classified into three clusters: Horeca (focusing on hotels, restaurants and catering firms), traders (focusing on independent resellers such as kiosk operators, bakers and butchers) and multispecialists (focusing on Horeca, traders and service companies and offices). This categorisation was guided by the strategic focus on customer groups and expected market potential. Together with the responsible member of the Management Board, the management of the METRO Cash & Carry segment is responsible for the three clusters. Three operating partners are mandated with the individual clusters and support the country organisations with overarching measures geared towards specific customer groups. In connection with the New Operating Model, a new approach to strategy and financial planning in the form of value creation plans ("**Value Creation Plans**") was introduced. By the end of financial year 2015/16, all METRO Cash & Carry countries had developed plans geared towards their respective markets and customers and began to implement these.

The new model draws on the concept of active ownership. It strengthens entrepreneurial thinking and action at the national subsidiaries and thus represents another move to foster an entrepreneurial spirit across the organisation. The topics of brand, quality, human resources, finance and legal and compliance will continue to be managed centrally. Aside from the customer-specific country clusters, focus topics of relevance to the entire company such as food service distribution, supply chain and procurement will also be bundled. These topics will be overseen by operating partners with responsibility for one topic each. In addition, the sales line will continue to pursue a company-wide exchange of specialist expertise through so-called federations. These are international working groups that pursue with sole responsibility overarching topics such as delivery service, foster an exchange of best practices and realise potential economies of scale.

METRO Cash & Carry operates in 25 countries in Europe and Asia. The markets in the various countries are at different stages of maturity. As a result, the focal points for the target customer groups differ significantly in the various countries. Because the countries' stages of development are changing continuously, relevant changes must be anticipated at an early stage and local business models adapted accordingly. The Value Creation Plans ensure that this is the case. For example, the business model in Belgium and the Netherlands was optimised by reducing store space. In light of changing customer needs and market conditions, METRO Cash & Carry will continue to constantly examine its portfolio to see whether strategic goals with regard to profitable growth, market shares or increased company value can be achieved.

Growth is a key component of the company strategy. The wholesale stores play an important role in this. It is thanks to their contribution that METRO Cash & Carry has registered an increase in like-for-like sales for 13 successive quarters. In addition, the sales line has strengthened its pres-

ence by opening a total of 17 additional wholesale stores in the expansion countries of Russia, India, China and Turkey. The sales line also forged ahead with the expansion of its delivery business. For example, three new delivery depots were opened in Germany and one in China to cater to customer needs. Delivery sales increased by 18 per cent. in financial year 2015/16 and now amount to about 13 per cent. of METRO Cash & Carry's sales. This positive development has also been driven by the takeover and successful integration of the Classic Fine Foods group as well as the acquisition of Germany's leading food delivery service Rungis Express in February 2016. With the agreement to acquire French food supplier Pro à Pro, which was signed in July 2016, METRO Cash & Carry has also prepared the ground for an expanded service offering for customers in the French market.

Like-for-like sales of METRO Cash & Carry increased by 0.6 per cent. in financial year 2015/16, with consistent quarterly sales growth meaning that the sales line has now recorded sales increases in each quarter for more than three consecutive years. Sales rose by 0.4 per cent. in local currency. However, exchange rate developments – particularly relating to the Russian rouble – and portfolio effects caused reported sales to decline by 2.3 per cent. to EUR 29.0 billion.

On 30 September 2016, METRO Cash & Carry operated 752 stores located in 25 countries. Of these stores, 106 were in Germany, 235 in Western Europe (excluding Germany), 284 in Eastern Europe and 127 in Asia.

Real

Real laid the foundation for its strategic repositioning in financial year 2015/16. In this context, the sales line continued to adapt its cost base and structures, optimised its sales network, forged ahead with the modernisation of its store network and further expanded its online business. In addition, more efficient business processes were introduced and new synergies were created: Since the start of October 2015, Real has partnered with Privates Handelshaus Deutschland GmbH (PHD), the procurement cooperative of Bartels-Langness, Georg Jos. Kaes and Klaas & Kock. Both partners benefit from pooled purchasing, with their combined purchasing volume amounting to about 7 per cent. of German fast-moving consumer goods (FMCG) retail. Real achieved more synergy effects through its cooperative agreement, implemented in April 2015, with Markant Handels- und Industriewaren-Vermittlungs AG, which has been responsible for the settlement of Real's entire merchandise business ever since. The goal of the sales line is to further promote the company's repositioning in order to sustainably increase profitability in the coming years.

While realigning the business, Real developed a new concept for selected locations that is being tested for the first time in the Krefeld store. The objective of the so-called hybrid store concept is to adjust the range of goods and services to meet the individual needs of various customer groups, and also to further promote the modernisation process in the retail sector. For this purpose, Real is relying on innovations that take into consideration both emotional and rational customer wishes. For example, the store in Krefeld offers freshly made pizza, pasta and sushi, redesigned presentations of specially defined key merchandise groups (destinations), with goods being presented with more service and advice, and further expands digital networking opportunities and offerings, such as ecoupons, electronic receipts and apps. In this way, Real aims to specifically address target customer groups and to win new customers.

An important element of this strategy is the significant strengthening of customer orientation. In order to create a basis for specific measures, Real analysed customer needs in detail. With the clear focus on high quality of service as well as on customer orientation, the range of products and services as well as the corresponding employee qualification are to be continuously improved.

Real has also set clear goals in the areas of sustainability, online business and innovation. The sales line is striving to reduce its greenhouse gas emissions by at least 50 per cent. per square metre of selling space by 2030, using 2011 as the base year. For this purpose, Real is investing in –

among other things – improvements to the energy efficiency of stores, new refrigerated counters for sales areas, the use of new light sources and optimisations in the area of waste disposal. In financial year 2015/16, Real also adopted a purchasing guideline with the goal of expanding the share of sustainable products to 30 per cent. of the entire range by 2019.

Real's like-for-like sales declined by 1.1 per cent. in financial year 2015/16. Due mostly to store closures, reported sales fell by 3.3 per cent. to €7.5 billion. The competitive environment in German food retail remains very tenuous and deflationary trends in a large number of product groups are weighing on sales development.

At the beginning of June 2016, Real and its collective bargaining partners agreed on the heads of terms of a new bargaining contract and thus created a good foundation for the future.

In financial year 2015/16, Real's German store network was reduced by 8 to 285 stores.

Media Markt/Saturn

In the opinion of METRO, Media Markt/Saturn is one of the leading consumer electronics stores in Europe and the associated products and services in Europe, with sustainable and profitable market positions in selected countries. The group of companies regards itself as a partner, daily companion and navigator for consumers in an increasingly digitalised world.

Customer shopping behaviour has changed completely because sales channels are increasingly linked. Only a few years ago, store-based retail still served as the starting and finishing point in the purchasing process. Today, however, this process takes place in all kinds of ways – digitally and physically – from the decision to buy a product or service through to completing the transaction. For this reason, the Media Markt and Saturn sales brands were expanded to become multi-channel retailers.

In financial year 2015/16, more added value was established for customers: the same-day delivery concept was systematically expanded in Germany and other countries so that customers can receive purchased products even faster. The acquisition of the repair service provider RTS in August 2015 makes more new services possible. For example, customers can set up their PCs directly after purchase in many stores in Germany and have faulty products, such as smartphones, repaired in the store. The expansion of these services is also planned internationally. In order to retain customers, Media Markt has already established the Media Markt Club programme in five countries. A similar programme is being prepared for Saturn. Furthermore, Media-Saturn is fulfilling its mission as a daily companion, partner and navigator with new content offerings. For example, Media Markt and Saturn introduced so-called content marketing portals, such as [turn-on.de](#) in Germany and [mediatrends.es](#) in Spain. This involves content-driven offerings for consumer electronics, increasing the time that customers spend with the respective Media-Saturn brand.

In financial year 2015/16, Media-Saturn further promoted innovations in the three areas of new business models, digital innovation as well as product and service innovation. As part of the Spacelab tech accelerator, which was founded in 2015, Media-Saturn invested in four start-up companies from the service area in the first round of the programme. They underwent a comprehensive mentoring programme and implemented pilot projects, in cooperation with the sales line, in many stores of the sales brands. Furthermore, METRO GROUP acquired a minority stake in Deutsche Technikberatung, one of the participating companies.

In the area of digital innovation, Media-Saturn fitted its European stores with digital price tags. These reduce the efforts needed for price changes and will allow the customer to retrieve additional product information from the price tag using a smartphone. Media-Saturn is also testing

how virtual reality (VR) can help customers with their shopping: In the Saturn stores in Berlin and Ingolstadt, kitchens can be configured and viewed in virtual space. Through these and other offerings, many customers were able to have their first experience with high-end VR headsets in the company's stores. In addition, several tests were initiated on subjects such as in-store navigation and robotics.

In the area of product and service innovation, Media-Saturn established new product categories in many stores. Therefore, electric bicycles, robots and so-called hoverboards are now available at Media Markt and Saturn.

Like-for-like sales of Media-Saturn increased by 0.1 per cent. in financial year 2015/16. Sales in local currency rose by 1.6 per cent. while reported sales grew by 0.6 per cent. to EUR 21.9 billion.

Online retail maintained its strong momentum: The Media Markt and Saturn brands boosted their online sales by about 35 per cent. to EUR 1.6 billion. As a result, online retail now accounts for nearly 9 per cent. of Media-Saturn's total sales, a new record.

On 30 September 2016, Media-Saturn had 1,023 consumer electronics stores in 15 countries, including 424 in Germany, 377 in Western Europe (excluding Germany) and 222 in Eastern Europe.

Discontinued operations

In financial year 2015/16, lagging effects from the sale of the department store business in profit or loss for the period from discontinued operations resulted in income of EUR 49 million. It comprises gains from the dissolution of provisions for risks related to the sale of the department store business as well as gains from the disposal of minority stakes in several real estate companies of the department store business to its buyer.

Others

The Others segment comprises, among others, METRO AG as the management holding company of METRO GROUP, the procurement organisation in Hong Kong, which also operates on behalf of third parties, as well as logistics services and real estate activities of METRO PROPERTIES, which are not attributed to any sales lines. These include, for example, speciality stores, warehouses and head offices.

In financial year 2015/16, sales in the Others segment totalled EUR 72 million (2014/15: EUR 56 million). Among other things, sales include commissions for third-party business through METRO GROUP's procurement organisation in Hong Kong as well as the 4 Real stores in Romania since 1 October 2014.

EBIT totalled € - 145 million in financial year 2015/16 (2014/15: EUR - 152 million).

Investments/divestments

In financial year 2015/16, METRO GROUP invested EUR 1,413 million, approximately the same amount as in the previous year.

In financial year 2015/16, METRO Cash & Carry invested €614 million and thus €136 million less than in the previous year's period. The sales line further strengthened its delivery business in financial year 2015/16 by acquiring Rungis Express, a leading premium food supplier. The de-

cline in investments compared with the previous year is primarily due to the acquisition of the Classic Fine Foods group in financial year 2014/15. Investments in concept and modernisation measures increased while investments in expansion were slightly lower. The expansion activities continued to focus on Russia and China where 5 and 4 new METRO Cash & Carry stores, respectively, were added to the existing store network. At the same time, METRO Cash & Carry continued its expansion in India by opening 5 new stores in that country. In addition, METRO Cash & Carry opened 3 new stores in Turkey, 2 in Croatia and 1 each in France, Italy and Belgium. In the context of a portfolio optimisation initiative, 11 stores were closed in Poland. The sales line closed 1 store each in Germany, Kazakhstan, Croatia and Romania. As announced, 19 stores in Vietnam were sold.

In financial year 2015/16, investments of Media-Saturn amounted to €406 million, €150 million more than in the previous year's period. The increase primarily stems from the Germany-wide implementation of electronic shelf labels in Media Markt and Saturn stores as well as the acquisition of RTS. While the pace of expansion remained unchanged, investments in concept and modernisation measures increased. Media-Saturn continued its selective expansion (including new small formats) in Europe during the reporting period, opening 33 stores (previous year: 36) across the continent. The sales line opened 17 consumer electronics stores in Eastern Europe: 8 in Turkey, 5 in Poland, 2 in Russia and 1 each in Greece and Hungary. 8 new stores were added in Western Europe (excluding Germany), including 4 in Italy, 2 in Spain and 1 each in Austria and Switzerland. 8 stores were opened in Germany. As part of its portfolio optimisation efforts, Media-Saturn closed 17 stores during the financial year: 8 stores in Russia, 4 stores in Turkey, 3 stores in Italy and 1 store each in Germany and Poland.

Real invested €260 million in financial year 2015/16, €20 million more than in the previous year's period. This increase is primarily due to lease extensions which more than offset the decline in investments in modernisation and concept changes. In the previous year, the latter had resulted from the refurbishment and modernisation of 57 stores across Germany in particular. As planned, Real closed 8 stores in Germany during financial year 2015/16.

Investments in the Others segment totalled €133 million in financial year 2015/16 (2014/15: €165 million) and related mostly to concept and modernisation measures as well as intangible assets. In addition, METRO GROUP's investments in the start-up companies Orderbird and Shore are included in this segment.

From divestments (including sales of subsidiaries as well as discontinued operations), METRO GROUP received cash and cash equivalents amounting to €1,080 million, which stemmed from the disposal of METRO Cash & Carry Vietnam, among others.

Developments at METRO GROUP

A. RE-ORGANISATION OF METRO GROUP

METRO GROUP is subject to a transformation process which was originally launched in 2012. Such transformation of METRO GROUP, which includes adjustments of its business activities, the pooling of sales lines and the decentralisation of business divisions of METRO GROUP and their adaptation to the local competitive environment, has resulted in a situation where operative synergies between METRO GROUP's sales lines have been further reduced and currently exist only to an insignificant extent.

Therefore, the Management Board of METRO AG is of the opinion that the envisaged re-organisation of METRO GROUP will have the benefit that the conglomerate discount, which the Management Board of METRO AG assumes to apply to the shares of METRO AG, would be eliminated or at least significantly reduced.

1. METRO GROUP: Before the Re-Organisation

METRO AG with its registered office in Düsseldorf is the strategic management holding company of METRO GROUP. The operative business of METRO GROUP is divided into the main business segments, namely (i) the wholesale and food retail business and (ii) the consumer electronics business.

Wholesale and food retail business

The wholesale and food retail business of METRO GROUP comprises the activities of the METRO Cash & Carry and Real sales lines which are essentially pursued through subsidiaries of METRO AG. These sales lines appear on the market, in particular, under the brand names "METRO", "makro" and "real,-". In addition, this includes the real property division, interests in subsidiaries providing cross-divisional and group services for today's METRO GROUP, as well as certain management and administrative functions of the previous corporate centre of METRO AG. This also includes former sales lines of METRO AG that have been suspended.

These activities will hereinafter be referred to as the "**METRO Wholesale & Food Specialist Business Division**" or the "**MWFS Business Division**".

Consumer electronics business

The consumer electronics business of METRO GROUP includes the activities of the Media-Saturn business and related services. Moreover, this includes certain management and administrative functions of the previous corporate centre of METRO AG. The Media-Saturn business activities appear on the market especially under the brand names "Media Markt" and "Saturn". The operative management company of the Media-Saturn business activities is Media-Saturn-Holding GmbH, with its registered office in Ingolstadt, in which METRO AG indirectly holds 78.38 per cent. of the shares. The remaining shares of Media-Saturn-Holding GmbH are held by a company owned by third parties.

The activities described above will hereinafter be referred to as the "**Consumer Electronics Business Division**" or the "**CE Business Division**".

March 2016 – Initial Announcement

In March 2016, the Management Board of METRO AG announced that it would examine a division of METRO GROUP into:

- (i) a wholesale and food specialist company (comprising the MWFS Business Division); and
- (ii) a company focused on consumer electronics products and services (comprising the CE Business Division)

as the next step in the transformation of METRO GROUP.

September 2016 – Resolution of the Management Board

On 5 September 2016, the Management Board of METRO AG passed a resolution, with the consent of the Supervisory Board, to re-organise METRO GROUP and, ultimately, to split the business activities of METRO GROUP into two independent companies. As a result of such re-organisation, each future company will be specialised in its distinct market segment.

The segmentation is intended to facilitate the strategic and organisational focus of the two independent companies on their respective fields of activity and in order to explore new perspectives, as applicable, for growth. A further objective is to provide each of the two companies with full control over its own strategy.

2. METRO GROUP: The Re-Organisation

As a first step and consistent with the plan for the Demerger (as defined below) set forth in the afore-mentioned board resolution, METRO GROUP was separated into two organisationally separate entities on a pro-forma basis, with effect from 30 September 2016. Technically, such split was achieved by setting up the separate:

- (i) MWFS Business Division; and the
- (ii) CE Business Division.

METRO Wholesale & Food Specialist AG as parent of the MWFS Business Division

The new, listed parent company of the MWFS Business Division is intended to be METRO Wholesale & Food Specialist AG with its registered office in Düsseldorf ("**MWFS AG**"), which is currently indirectly held by METRO AG, as described below. MWFS AG, which will be listed on a German stock exchange (whereas a secondary listing on the Luxembourg Stock Exchange is intended), is to change its company name to "METRO AG", after METRO AG will have changed its company name.

CECONOMY AG as parent of the CE Business Division

The previous/historic METRO AG will become the parent company of the CE Business Division which will be listed on a German stock exchange with its name to be changed to "CECONOMY AG".

Segmentation of METRO GROUP

The segmentation of METRO GROUP is essentially to take place through the transfer of assets of the MWFS Business Division from the previous/historic METRO AG to MWFS AG as the receiving entity by means of a hive-down (*Ausgliederung*) and spin-off (*Abspaltung*) (together, the "**Demerger**") pursuant to the German Transformation Act (*Umwandlungsgesetz* – "**UmwG**"). Previously, various assets of the MWFS Business Division had already been transferred to MWFS AG.

Details of the process of Re-Organisation

- In order to prepare the segmentation of METRO GROUP, the vast majority of operations of the MWFS Business Division was bundled in MWFS AG. The current capital stock of MWFS AG consists of approximately 9 per cent. of the future capital stock of MWFS AG upon completion of the segmentation of METRO GROUP. All MWFS Shares (whereas "**MWFS Shares**" means the ordinary and the preference shares of MWFS AG (the "**MWFS Ordinary Shares**" or the "**MWFS Preference Shares**" are currently held by METRO Consumer Electronics Zwischenholding GmbH & Co. KG with its registered office in Düsseldorf (an intermediary holding company in which METRO AG holds a 100 per cent. interest).
- By means of the hive-down (*Ausgliederung*) pursuant to the UmwG, the remaining activities of the MWFS Business Division are to be transferred to MWFS AG.

In particular, the hive-down (*Ausgliederung*) includes the transfer of the entire financial liabilities (bonds, assignable loans, etc.) and certain other liabilities as well as assets of METRO AG to MWFS AG.

As consideration for the hive-down (*Ausgliederung*), METRO AG will be granted MWFS Shares, which are created by MWFS AG by means of a capital increase for the completion of the hive-down (*Ausgliederung*) (the "**Hive-Down Capital Increase**"). The MWFS Shares issued as consideration for the hive-down (*Ausgliederung*) will correspond to approximately 1 per cent. of the capital stock of MWFS AG upon completion of the segmentation of METRO GROUP.

- In terms of value, the predominant part of the assets of the MWFS Business Division is to be transferred to MWFS AG by way of a spin-off (*Abspaltung*) pursuant to the UmwG. It consists of such company interests of the MWFS Business Division as will remain with METRO AG after the hive-down (*Ausgliederung*). These interests include no operations of the MWFS Business Division, but their essential assets include purchase price claims under previously made intra-group disposals of associate companies of the MWFS Business Division to MWFS AG.
- As consideration for the spin-off (*Abspaltung*), METRO AG shareholders will receive MWFS Shares. The allocation ratio is 1:1. For each ordinary share of METRO AG ("**METRO Ordinary Share**") one MWFS Ordinary Share will be granted, and for each preference share of METRO AG ("**METRO Preference Share**" and, together with the METRO Ordinary Shares, the "**METRO Shares**") one MWFS Preference Share will be granted. The MWFS Shares to be granted to the METRO shareholders will be created by MWFS AG through a capital increase for the completion of the spin-off ("**Spin-Off Capital Increase**"). The MWFS Shares issued as consideration for the spin-off will correspond to approximately 90 per cent. of the capital stock of MWFS AG upon completion of the segmentation.

However, the Demerger does not have any direct effects on the METRO Shares held by the shareholders of METRO AG.

The capital structure of the MWFS Business Division and, accordingly, of MWFS AG, may be examined from the combined balance sheet of MWFS AG which has been prepared as of 30 September 2016. The MWFS AG combined financial statements for the financial years ended 30 September 2016, 2015 and 2014, which comprise such combined balance sheet, are publicly available and may be downloaded from the website of METRO GROUP under <https://www.metrogroup.de/en/investor-relations/events/2016/12/15/capital-markets-day> (For the avoidance of doubt, such website is included in the Supplement for information purposes only and does not form part of the Prospectus).

On 13 December 2016, the notarised hive-down and spin-off agreement (hereinafter referred to as "**Demerger Agreement**"), which serves as the legal basis for the Demerger, has been concluded between METRO AG and MWFS AG. The Demerger is intended to take effect economically retroactively as of 1 October 2016.

To become effective, the Demerger Agreement requires the approval of each of the general meetings of shareholders of METRO AG and of MWFS AG which took place correspondingly on 6 February 2017 for METRO AG and on 10 February 2017 for MWFS AG. On 6 February 2017, the general meeting of METRO AG approved the planned demerger.

After the general meetings of METRO AG and MWFS AG have approved the Demerger, the Management Board of METRO AG and the Management Board of MWFS AG will have to file for registration of both, the hive-down (*Ausgliederung*) and spin-off (*Abspaltung*) in the relevant commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Düsseldorf of the trans-

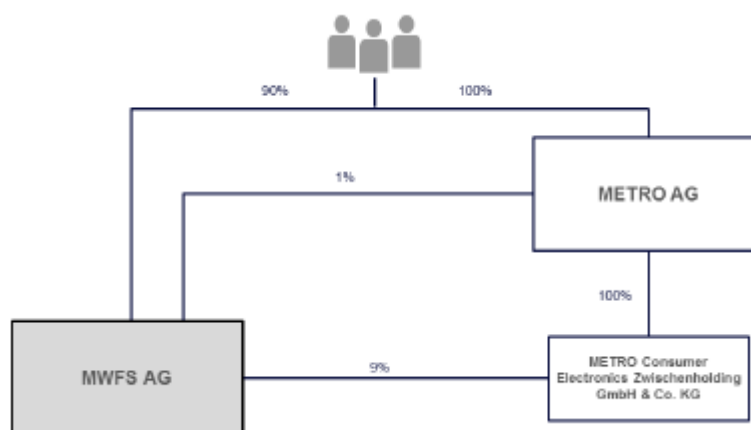
ferring and the receiving entity Sections 129, 125 sent. 1 in conjunction with Section 16 para. 1 UmwG).

Hive-down and spin-off will become effective upon the registration in the commercial register (*Handelsregister*) of METRO AG.

Accordingly, the assets which are subject to the hive-down (*Ausgliederung*) and of the spin-off (*Abspaltung*), accordingly, (each as specified in the Demerger Agreement) are transferred by law to MWFS AG by way of partial universal succession. Pursuant to the UmwG, the consent of third parties is not required for the transfer. Concurrently, in the case of the hive-down (*Ausgliederung*), METRO AG will become, by law, a shareholder of MWFS AG. In the case of the spin-off (*Abspaltung*), the shareholders of METRO AG will become, by law, shareholders of MWFS AG based on the share allocation ratio determined in the Demerger Agreement. Any defects as regards the notarial recording of the Demerger Agreement or the resolution of the general meeting of METRO AG or the resolution of the general meeting of MWFS AG, respectively, approving the Demerger Agreement, are remedied through the registration in the commercial register (*Handelsregister*).

In accordance with IFRIC 17, METRO AG has to recognise a liability for the non-cash distribution of a dividend in kind (*Sachdividende*) once the demerger is approved at the general meeting. As the fair value of this liability is significantly higher than the book value of the equity in the consolidated financial statements, the book value of equity will become negative in the consolidated financial statements of METRO AG. With effect of the registration of the Demerger in the commercial register (*Handelsregister*) the liability is derecognised together with the net assets attributable to the MWFS Group, the delta is disclosed as a spin-off gain. This gain turns equity positive again.

The following chart illustrates in a simplified manner the structure of METRO GROUP envisaged upon the Demerger taking effect:



Upon completion, the Demerger by its registration with the commercial register (*Handelsregister*), it is intended that each entity will be rebranded. The current METRO AG will continue to exist as "CECONOMY AG" and will comprise the CE Business Division.

Furthermore, upon the rebranding of the current METRO AG into CECONOMY AG, the current MWFS AG will be rebranded as METRO AG and comprise the MWFS Business Division. Immediately upon the spin-off (*Abspaltung*) taking effect, all MWFS Shares shall be admitted for trading on the regulated market of the Frankfurt Stock Exchange and additionally on a sub-segment of the regulated market of the Frankfurt Stock Exchange with additional post-admission obligations (*Prime Standard*). Additionally, a secondary listing on the Luxembourg Stock Exchange is intended.

It is to be expected that both companies will qualify for the MDAX after the effective date of the Demerger

3. METRO GROUP: After the Re-organisation

Upon the spin-off (*Abspaltung*) taking effect, the MWFS Business Division previously belonging to METRO GROUP will form an independent "MWFS Group" (i.e. MWFS AG (the future METRO AG) and its subsidiaries) and, thus, leave METRO GROUP. CE Business Division will remain with METRO AG (the future CECONOMY AG).

Certain legal and economic relationships between the future METRO AG and the future CECONOMY AG will continue to exist even after the Demerger taking effect. For example, the future CECONOMY AG will hold 10 per cent. of the future METRO AG. However, it is not intended that the future CECONOMY AG will have an entrepreneurial influence in the future METRO AG, due to such participation in the future METRO AG. Moreover, there will be existing service-, rental- and loan-agreements between both companies.

B. RATING ANNOUNCEMENT

Standard & Poor's Global Ratings

On 15 December 2016, Standard & Poor's Global Ratings announced a preliminary 'BBB-/A-3' long and short-term corporate credit rating to MWFS AG. The outlook is stable.

The preliminary ratings issued by Standard & Poor's Global Ratings to MWFS AG are expected to be confirmed once the Demerger is completed.

Outlook and future sector trends

Economic parameters for 2016/17

Global economic momentum weakened further over financial year 2015/16, although developments were mixed again. Supported by central banks' expansionary monetary policy, Western and Central Europe recorded overall robust growth rates. Meanwhile, overall economic developments were more subdued in Eastern European and Asian emerging markets. Altogether, with a rate of just over 2 per cent, global economic growth in 2016 fell slightly short of the previous year's level (2.5 per cent.).

All in all, METRO GROUP expects the global economy to continue to register below-average growth in 2016/17. The mature Western European markets are expected to experience a slight weakening of their currently solid growth rates due mostly to the upcoming exit of the United Kingdom from the European Union. While this will significantly dampen the growth outlook for the United Kingdom, the impact on the EU member states is likely to remain very limited. At the same time, the ongoing low interest- rate environment will continue to support growth during the current financial year. In addition, unemployment continues to decline across most of Western Europe, bolstering private demand.

METRO GROUP expects the US economy to return to stronger growth rates of above 2 per cent. in financial year 2016/17, following an overall weak previous year – despite a certain recovery over the course of the year. The specific impacts of the US election are difficult to gauge at this point in time. Following the past two years' below-average growth trend, many emerging market economies are also expected to regain momentum. However, the extent of their recovery will also depend on potential interest rate hikes in the United States, which would redirect money flows

away from emerging markets. Any rate hikes in the United States are likely to be very gradual, though. Global central banks' monetary policy generally remains rather expansionary. In the European Monetary Union in particular no rate tightening should be expected in 2016/17.

In spite of the short-term stabilisation of the Chinese economy, a sharper medium-term downturn due to persistent imbalances remains a risk in China. However, growth is only likely to slow slightly from its current high level in financial year 2016/17 as the Chinese government continues to support the economy with fiscal and monetary policy interventions.

Following two challenging years marked by a sharp economic downturn, the Russian economy probably bottomed out at the end of financial year 2015/16. Although parameters remain difficult despite the slight stabilisation of oil prices, METRO GROUP expects the Russian economy to register modest growth in financial year 2016/17.

Following persistently low inflation rates and in part deflationary trends in financial year 2015/16, particularly in Western and Central Europe, METRO GROUP expects inflation to accelerate slightly in financial year 2016/17 as the recent moderate increase in oil prices is beginning to translate into higher price increases after two years in which low energy prices dampened inflation. At the same time, financial year 2016/17 is likely to be another year in which food prices increase faster than consumer prices overall. However, food price inflation is likely to remain distinctly below 2 per cent. in Western Europe. As a result, and due partly to persistently subdued demand, particularly in the Eurozone, the overall inflation rate is likely to also remain below 2 per cent. in 2016/17.

Against this background, METRO GROUP expects growth in financial year 2016/17 to only slightly exceed the growth rate recorded during the reporting period. After just over 2 per cent. in 2016, METRO GROUP projects growth of about 2.5 per cent. in 2017. Overall, the global economy has not yet returned to a path of sustainable economic growth following the financial and sovereign debt crisis.

Future sector trends

Self-service wholesale

The performance of self-service wholesale can be seen against the backdrop of current macroeconomic parameters. METRO GROUP continues to project divergent economic developments across the different economic areas over the next financial year. METRO GROUP expects these divergent trends to also be reflected in the sales figures of self-service wholesale in the individual regions within the METRO Cash & Carry portfolio.

Against the background of an only modest weakening of growth during financial year 2016/17, METRO GROUP projects a continuous solid development in German and Western European self-service wholesale. Positive sales impulses in self-service wholesale should primarily stem from the continuous decline in unemployment, the increase in disposable incomes and the resulting demand for high-quality products. Overall, METRO GROUP expects to see a slight increase in sales in Western European self-service wholesale.

METRO GROUP projects continued sales growth in local currency in Eastern European self-service wholesale over the next financial year. The Russia/Ukraine conflict will continue to overshadow regional developments. However, high inflation and its negative effects on demand should subside, benefiting food retail. In addition, METRO GROUP projects solid sales developments in the Central European countries. In Turkey, growth is likely to slow somewhat as tourism and the restaurant sector, in particular, are challenged by the difficult domestic political situation. All in all, the region continues to offer growth potential for self-service wholesale in spite of the

increasing expansion of retail formats. METRO GROUP expects Eastern Europe to remain the world's growth region number two in self-service wholesale.

With respect to the upcoming financial year, METRO GROUP continues to expect the strongest growth in the Asian self-service wholesale segment. In spite of the slowdown in China, macroeconomic developments continue to offer very good parameters for growing retail sales. Compared with the situation in Western and Eastern Europe, competitive pressure from modern food retail formats on self-service wholesale is relatively limited. Traditional retailers, an important customer group with strong growth potential for self-service wholesale, continue to act as the most critical supply channel for food in the region.

METRO Cash & Carry continues to focus its expansion on the dynamic markets of China and India. At the same time, through its subsidiary Classic Fine Foods, which specialises in delivery services, METRO GROUP can participate in the growth of out-of-home consumption in emerging markets, which is fuelled by the growing prosperity of the local population. In addition, METRO GROUP expects demand for delivery services to increase among its major customers from the hospitality and food service sectors in financial year 2016/17.

Food retail business

All in all, the parameters for German retail will remain favourable in financial year 2016/17. As a result, food retail will also continue to grow. In addition, e-commerce sales, in particular, will grow in the low double digits.

At the same time, the inflow of immigrants is leading to higher demand for food. As a result, METRO GROUP also projects moderate growth for store-based food retail as a whole. Besides e-food, strong price competition in the fast-moving consumer goods (FMCG) segment as well as the expansion of supermarkets' and discounters' selling space and thus assortments on already existing store space will remain a challenge in 2016/17.

Consumer electronics retailing

Consumer electronics retailing in Europe is likely to continue its generally stable development in financial year 2016/17.

In view of the high base level and the relatively low speed of innovation in Germany, METRO GROUP expects to see growth of about 0 per cent.

Trending product categories such as health, sports & beauty, virtual reality goggles and fitness trackers provide strong impetus, but are unlikely to generate substantial volume effects over the short term. In contrast, the networking of home automation, household appliances and consumer electronics – subsumed under the term smart home – has become relevant for the wider public. However, sales figures will also pick up only gradually in this area.

The saturated Western European electronics markets will continue to record moderate growth of about 1 per cent. in 2017.

Local markets across Eastern Europe continue to show very heterogeneous developments. Russia has recovered from its recent crises and has caught up significantly in the consumer electronics segment since January. This trend will continue during the current financial year. While Poland and Hungary will continue the past years' growth trend at slightly lower rates, the Greek market is likely to experience another year of slightly negative growth due to renewed comprehensive reforms and austerity measures. In the Turkish market, the most recent data point to continued double-digit growth in local currency. The long-term impact of the political situation on the willingness to spend and invest as well as overall economic growth remains to be seen.

Selected Consolidated Financial Information of METRO GROUP for 2015/16 and 2014/15

METRO GROUP in figures¹

	01/10/15 30/09/16	01/10/14 30/09/15
	€ million	€ million
Sales (net)	58,417	59,219
EBITDA.....	2,530	2,177
EBITDA before special items ²	2,509	2,458
EBIT	1,513	711
EBIT before special items ²	1,560	1,511
Earnings before taxes.....	1,167	259
Earnings before taxes and special items	1,242	1,067
Profit or loss for the period ³	657	714
Profit or loss for the period before special items ^{2,3,4}	639	625
Investments.....	1,413	1,411
Total assets	24,952	27,656
Equity	5,332	5,172
<hr/>		
Equity ratio ³	21,4 %	18,7 %
Earnings per share (basic = diluted) ^{3,4}	1,83	2,06
Earnings per share before special items ^{2,3,4}	1,96	1,91
Operating data		
Employees (annual average by headcount).....	219,678	226,895
Number of locations	2,064	2,068
Selling space (1,000 qm)	10,352	10,563

¹ Rounding differences may occur.

² Special items for 2014/15 and 2015/16 are found on pages 110 and 111 of the consolidated financial statements of METRO AG.

³ Including discontinued operations.

⁴ After non-controlling interests.

⁶

Description of Metro Finance B.V.

Incorporation, Domicile and Purpose

Metro Finance B.V. was incorporated as Kaufhof Finance B.V. on 3 October 1984 under the laws of The Netherlands for an indefinite term and operates under the laws of The Netherlands. By notarial deed of 19 July 1996, the company changed its name from Kaufhof Finance B.V. into Metro Finance B.V. Metro Finance B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands. The registered office of Metro Finance B.V. is Antoniuslaan 85 b+c, 5921 KB Venlo-Blerick, The Netherlands; Commercial Register number 33 178 683 of the Chamber of Commerce and Industries for Limburg Noord. The telephone number of Metro Finance B.V. is +31 773 961 900.

Metro Finance B.V. is a wholly-owned subsidiary of METRO GROUP.

Consistent with Metro Finance B.V.'s corporate object, Metro Finance B.V.'s purpose (according to Article 3 of its Articles of Association) is:

- to lend, borrow and collect money, as well as to issue bonds, claims or other papers of value, and to enter into agreements relating thereto;
- to participate in, to manage and to finance enterprises and companies;
- to perform anything more relating to the aforementioned or being conducive thereto, everything in the widest sense.

Metro Finance B.V. may perform all and any acts and actions, and transact any businesses, which appear or are deemed expedient to its purposes or are directly or indirectly related thereto.

Share Capital

The authorised share capital of Metro Finance B.V. consists of 700 ordinary shares of EUR 1,000 each. The issued and fully paid-up share capital consists of 453 shares of EUR 1,000.

Sole shareholder of Metro Finance B.V. is METRO AG.

Managing Board

In accordance with the Articles of Association, Metro Finance B.V. is managed by a Managing Board, which consists of at least two Managing Directors. The Managing Board is appointed by the shareholders. Metro Finance B.V. may legally be represented by two members of the Managing Board. Currently, the Managing Directors are:

- a) Member of other statutory supervisory boards in accordance with Section 125 paragraph 1 sentence 5 first alternative of the German Stock Corporation Act
- b) Member of comparable German and international boards of business enterprises in accordance with Section 125 paragraph 1 sentence 5 second alternative of the German Stock Corporation Act

Holger Laaks

- a) None
- b) MIAG C.V., Netherlands, Supervisory Board

Dr. Olaf Kruse

- a) None
- b) None

Hans-Dieter Hinker

- a) None
- b) None

Frank Duijst

- a) None
- b) None

Supervisory Board

In accordance with the Articles of Association, the Supervisory Board of Metro Finance B.V. consists of one or more members. The board members are appointed by the shareholders.

Currently the members are:

- a) Member of statutory supervisory boards in accordance with Section 125 paragraph 1 sentence 5 first alternative of the German Stock Corporation Act
- b) Member of comparable German and international boards of business enterprises in accordance with Section 125 paragraph 1 sentence 5 second alternative of the German Stock Corporation Act

Mark Frese

Chief Financial Officer of METRO AG, Federal Republic of Germany

- a) None
- b) METRO Cash & Carry International Holding GmbH, Vösendorf, Austria – Supervisory Board
Metro Finance B.V., Venlo, Netherlands – Supervisory Board
METRO Re AG (formerly METRO Reinsurance N.V.) – Supervisory Board
Media-Saturn-Holding GmbH – Advisory Board (Chairman), since 17 October 2016

Thomas Grad

Group Finance Director of METRO AG, Federal Republic of Germany

- a) real,- SB Warenhaus GmbH – Supervisory Board
METRO Großhandelsgesellschaft mbH – Supervisory Board
- b) METRO Reinsurance N.V., Amsterdam, Netherlands – Supervisory Board
MIAG C.V., Netherlands – Executive Board

Harald Sachs

Group Director Corporate Accounting of METRO AG, Federal Republic of Germany

- a) real,- SB Warenhaus GmbH – Supervisory Board
GALERIA Kaufhof GmbH – Supervisory Board, until 30 September 2015
- b) MIAG C.V., Netherlands – Supervisory Board

The business address of the members of the Managing Board and the Supervisory Board is Metro Finance B.V., Antoniuslaan 85 b+c, 5921 KB Venlo-Blerick, The Netherlands.

Potential conflicts of interest concerning members of management/supervisory board

To the knowledge of Metro Finance B.V. the members of the Management Board or the Supervisory Board and their private interests and/or other duties do not comprise any potential conflicts of interest with any duties to Metro Finance B.V.

Board Practices

Metro Finance B.V. has not implemented an audit committee since this is not required by law. A corporate governance regime does not apply to Metro Finance B.V.

Annual Shareholders' Meeting and Voting Rights

The general meeting of Shareholders is held within six months after the end of the respective fiscal year in the municipality where Metro Finance B.V. has its seat, as well as in any other municipality in the Netherlands. Each share gives entitlement to one vote.

Financial Year

In 2013, Metro Finance B.V. moved the end of its financial year from 31 December to 30 September. For transition purposes, financial year 2013 was a nine-month short financial year (1 January 2013 to 30 September 2013). Since then the financial year is from 1 October to 30 September.

Distribution of Profits

According to Article 22 of Metro Finance B.V.'s Articles of Association, the profit of Metro Finance B.V. is at disposal of the general meeting of Shareholders. If and insofar as, according to the law, reserves are at the disposal for distribution, the Managing Board, with the consent of the Supervisory Board, may resolve to pay an interim-dividend at the expense of the dividend expected for the hereto related fiscal year.

Interim Report

Metro Finance B.V. does not publish interim reports.

Selected Financial Information of Metro Finance B.V. for 2015/16 and 2014/15

	01/10/2015 - 30/09/2016	01/10/2014 - 30/09/2015
Key Financial Figures		
Net financial income (€ T).....	3,790	4,803
Result before taxation (€ T).....	1,484	2,582
Net result for the year (€ T).....	1,113	1,635
Total assets (€ T)	4,023,353	4,332,826
Shareholder's equity (€ T).....	24,933	23,820
Equity ratio	0.62	0.55
Return on Equity after taxes	4.46	6.86
<i>Operating data</i>		
Employees	10	10
Number of locations	1	1

Ratings

No ratings have been assigned to Metro Finance B.V.

Taxation

The following section is a general description of certain income considerations relating to the Notes in the Federal Republic of Germany, Luxembourg and in the Netherlands. This section does not purport to be a comprehensive description of all tax considerations in these countries and does not contain any information with respect to the taxation of the Notes in other jurisdictions.

The summary is based on tax laws in the Federal Republic of Germany, Luxembourg and the Netherlands currently in force and as applied in practice as of the date of this Programme. Provisions may change at short-term notice, possibly with retroactive effect. As each tranche of the Notes may be subject to a different tax treatment due to the specific terms and conditions of such tranche of Notes, the following section only provides some very generic information on the possible tax treatment.

Prospective purchasers of the Notes are advised to consult their own tax advisers as regards the tax consequences of the acquisition, holding and disposition or transfer without consideration, respectively, of the Notes. Only these advisers will be able to take into account appropriately the details relevant to the taxation of the respective holders of the Notes.

Federal Republic of Germany

Tax Residents

Private Investors

Interest/ Capital gains

Interest payable on the Notes to persons holding the Notes as private assets ("**Private Investors**") who are tax residents of Germany (i.e. persons whose residence or habitual abode is located in Germany) qualifies as taxable investment income (*Einkünfte aus Kapitalvermögen*) according to Sec. 20 para. 1 German Income Tax Act (*Einkommensteuergesetz*) and is generally taxed at a separate tax rate of 25 per cent. (*Abgeltungsteuer*, in the following also referred to as "**flat tax**"), plus 5.5 per cent. solidarity surcharge thereon (resulting in a total tax charge of 26.375 per cent.) and, if applicable, church tax. Where the interest is paid in a currency other than Euro, the interest amount has to be converted into Euro on the basis of the foreign exchange rate prevailing on the date of accrual (*Zufluss*) of such interest payments.

Capital gains from the sale, assignment or redemption of the Notes (including interest having accrued up to the disposition of a Note and credited separately ("**Accrued Interest**", *Stückzinsen*)) qualify – irrespective of any holding period – as investment income pursuant to Sec. 20 para. 2 German Income Tax Act and are also taxed at the flat tax rate of 25 per cent., plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale.

Capital gains are determined by taking the difference between the sale, assignment or redemption price (after the deduction of expenses directly and factually related to the sale, assignment or redemption) and the acquisition price of the Notes. Where the Notes are issued in a currency other than Euro, the sale, assignment or redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the acquisition date and the sale, assignment or redemption date respectively.

Expenses (other than such expenses directly and factually related to the sale, assignment or redemption) related to interest payments or capital gains under the Notes are – except for a standard

lump sum (*Sparer-Pauschbetrag*) of 801 Euro (1,602 Euro for married couples filing jointly) – not deductible.

According to the flat tax regime losses from the sale, assignment or redemption of the Notes can only be set-off against other investment income including capital gains. If the set-off is not possible in the assessment period in which the losses have been realized, such losses can be carried forward into future assessment periods only and can be set-off against investment income including capital gains generated in these future assessment periods.

Particularities apply with respect to so-called full risk certificates (*Vollrisikozertifikate*), i.e. certain index linked debt securities which do not provide for a guaranteed repayment or any capital yield, with several payment dates. According to the decree of the German Federal Ministry of Finance (*Bundesfinanzministerium*) dated 18 January 2016 (IV C 1 – S 2252/08/10004), all payments to the investor under such certificates that are made prior to the final maturity date shall qualify as taxable income from a so-called other capital receivable pursuant to Sec. 20 para. 1 no. 7 German Income Tax Act, unless the offering terms and conditions stipulate that such payments shall be redemption payments and the parties act accordingly. If there is no final redemption payment, the final maturity date shall not constitute a sale-like event in the meaning of Sec. 20 para. 2 German Income Tax Act. Therefore, capital losses, if any, shall not be deductible. Although the decree only refers to certain types of certificates, it cannot be excluded that the tax authorities may apply the above described principles to other kinds of debt securities as well.

Further, the German Federal Ministry of Finance in its decree dated 18 January 2016 (IV C 1 – S 2252/08/10004), has taken the position that a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) shall, in general, not be treated as a sale, so that losses suffered upon such bad debt loss or waiver shall not be deductible for tax purposes. This position is subject to controversial discussions among tax experts. In this respect, it is not clear, as well, whether the position of the tax authorities may affect securities (*Wertpapiere*) which are linked to a reference value in case such value decreases. Furthermore, the German Federal Ministry of Finance holds the view that a disposal (*Veräußerung*) (and, as a consequence, a tax loss resulting from such disposal) shall not be recognized if (i) the sales price does not exceed the actual transaction cost or (ii) the level of transaction costs is restricted because of a mutual agreement that the transaction costs are calculated by subtracting a certain amount from the sales price.

Withholding

If the Notes are held in custody with or administrated by a German credit institution, financial services institution (including a German permanent establishment of such foreign institution) pursuant to Sec. 43 para. 1 sentence 1 no. 7 lit. b German Income Tax Act, securities trading company or securities trading bank according to Sec. 44 para. 1 sentence 4 no. 1 lit. a German Income Tax Act (the "**Disbursing Agent**"), the flat tax at the rate of 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax) will be withheld by the Disbursing Agent on interest payments and the excess of the proceeds from the sale, assignment or redemption or, in the case of a hidden contribution into a corporation, the respective fair market value (*gemeiner Wert*), (after the deduction of expenses directly and factually related to the sale, assignment or redemption) over the acquisitions costs for the Notes (if applicable converted into Euro terms on the basis of the foreign exchange rates as of the acquisition date and the sale, assignment or redemption date respectively). In the case of interest and capital gains received after 31 December 2014, church tax is collected for the Private Investor by way of withholding as a standard procedure unless the Private Investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

The Disbursing Agent will provide for the set-off of losses with current investment income including capital gains from other securities. If, in the absence of sufficient current investment income derived through the same Disbursing Agent, a set-off is not possible, the holder of the Notes

may – instead of having a loss carried forward into the following year – file an application with the Disbursing Agent until 15 December of the current fiscal year for a certification of losses in order to set-off such losses with investment income derived through other institutions in the holder's personal income tax return.

If custody has changed since the acquisition and the acquisition data is not proved as required by Sec. 43a para. 2 German Income Tax Act or not permitted to be proved, the flat tax rate of 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax) will be imposed on an amount equal to 30 per cent. of the proceeds from the sale, assignment or redemption of the Notes. In the course of the tax withholding provided for by the Disbursing Agent foreign taxes may be credited in accordance with the German Income Tax Act.

If the Notes are not kept in a custodial account with a Disbursing Agent, the flat tax will – by way of withholding – apply on interest paid by a Disbursing Agent upon presentation of a coupon (whether or not presented with the Note to which it appertains) to a holder of such coupon (other than a non-German bank or financial services institution) (*Tafelgeschäft*). In this case proceeds from the sale, assignment or redemption of the Notes will also be subject to the flat tax.

In general, no flat tax will be levied if the holder of a Note filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent (in the maximum amount of the standard lump sum of 801 Euro (1,602 Euro for married couples filing jointly)) to the extent the income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no flat tax will be deducted if the holder of the Notes has submitted to the Disbursing Agent a valid certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

For Private Investors the withheld flat tax is, in general, definitive. Exceptions apply e. g., if and to the extent the actual investment income exceeds the amount which was determined as the basis for the withholding of the flat tax by the Disbursing Agent. In such case, the exceeding amount of investment income must be included in the Private Investor's income tax return and will be subject to the flat tax in the course of the assessment procedure. According to the decree of the German Federal Ministry of Finance dated 18 January 2016 (IV C 1 – S 2252/08/10004), however, any exceeding amount of not more than 500 Euro per assessment period will not be claimed on grounds of equity, provided that no other reasons for an assessment according to Sec. 32d para. 3 German Income Tax Act exist. Further, Private Investors may request that their total investment income, together with their other income, be subject to taxation at their personal, progressive tax rate rather than the flat tax rate, if this results in a lower tax liability (*Günstigerprüfung*). According to Sec. 32d para. 2 no. 1 German Income Tax Act the flat tax rate will also not be available in situations where an abuse of the flat tax rate is assumed (e.g. "back-to-back" financing). In order to prove such capital investment income and the withheld flat tax thereon the investor may request a respective certificate in officially required form from the Disbursing Agent.

According to Sec. 32d para. 3 German Income Tax Act investment income not subject to the withholding of the flat tax (e.g. since there is no Disbursing Agent) must be included into the personal income tax return and will be subject to the flat tax rate of 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax), unless the investor requests the investment income to be subject to taxation at lower personal, progressive income tax rate or the investment income is not subject to the flat tax rate according to Sec. 32d para. 2 no. 1 German Income Tax Act. In the course of the assessment procedure foreign taxes on investment income can be credited in accordance with the German Income Tax Act.

Business Investors

Interest payable on the Notes to persons (including entities) holding the Notes as business assets ("**Business Investors**") who are tax residents of Germany (i.e. Business Investors whose resi-

dence, habitual abode, statutory seat or place of effective management and control is located in Germany) and realized capital gains, including Accrued Interest, if any, from the sale, assignment, redemption or hidden contribution into a corporation of the Notes are subject to income tax at the applicable personal, progressive income tax rate or, in case of corporate entities, to corporate income tax at a uniform 15 per cent. tax rate (in each case plus solidarity surcharge at a rate of 5.5 per cent. on the tax payable; and in case where such income is subject to income tax, plus church tax, if applicable). Such interest payments and capital gains may also be subject to trade tax if the Notes form part of the property of a German trade or business. Losses from the sale, assignment or redemption of the Notes are generally recognized for tax purposes.

Withholding tax, if any, including solidarity surcharge thereon (resulting in a total withholding tax charge of 26.375 per cent.) are credited as prepayment against the Business Investor's corporate or personal, progressive income tax liability and the solidarity surcharge in the course of the tax assessment procedure, i.e. the withholding tax is not definitive. Any potential surplus will be refunded. The applicable withholding tax rate may be in excess of the aforementioned rate if church tax is also collected for the individual investor by way of withholding. However, in general and subject to certain further requirements, no withholding deduction will apply on capital gains from the sale, assignment, redemption or hidden contribution into a corporation (*verdeckte Einlage in eine Kapitalgesellschaft*) of the Notes if (i) the Notes are held by a corporation, association or estate in terms of Sec. 43 para. 2 sentence 3 no. 1 German Income Tax Act or (ii) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the Disbursing Agent by use of the required official form according to Sec. 43 para. 2 sentence 3 no. 2 German Income Tax Act (*Erklärung zur Freistellung vom Kapitalertragsteuerabzug*). Furthermore, no withholding deduction will apply if the holder of the Notes has submitted to the Disbursing Agent a valid certificate of non-assessment issued by the competent local tax office.

Foreign taxes may be credited in accordance with the German Income Tax Act. Alternatively, such taxes may also be deducted from the tax base for German income tax purposes.

Non-residents

Interest payable on the Notes and capital gains, including Accrued Interest, if any, are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Noteholder; (ii) the investment income otherwise constitutes German-source income; or (iii) the Notes are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the sale, assignment or redemption of the Notes are paid by a German credit institution, financial services institution (including a German permanent establishment of such foreign institution), securities trading company or securities trading bank upon presentation of a coupon to a holder of such coupon (other than a non-German bank or financial services institution) (*Tafelgeschäft*). In the cases (i), (ii) and (iii) a tax regime similar to that explained above under "*Tax Residents*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon, even if the Notes are held in custody with a Disbursing Agent. However, where the investment income 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 or in case of a *Tafelgeschäft*, withholding flat tax is levied as explained above under "*Tax Residents*".

Subject to certain restrictions under the anti-treaty/-benefit shopping provisions of the German Income Tax Act, the withholding flat tax may be refunded based upon an applicable tax treaty or German national tax law.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Note will arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a 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 expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties will currently be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced (for further details see below “The Proposed Financial Transaction Tax (“FTT”)”).

EU-residents

The EU Savings Directive (for further details see below “Repeal of the EU Savings Directive and Introduction of the Extended Automatic Exchange of Information Regime”) has been repealed as of 1 January 2016 (1 January 2017 in the case of Austria) (in each case subject to transitional arrangements).

The Council of the European Union has adopted Directive 2014/107/EU (the “**Amending Cooperation Directive**”), amending Directive 2011/16/EU on administrative cooperation in the field of taxation so as to introduce an extended automatic exchange of information regime in accordance with the Global Standard released by the OECD Council in July 2014. Germany has implemented the Amending Cooperation Directive by means of a Financial Account Information Act (*Finanzkonten-Informationsaustauschgesetz, FKAustG*) according to which it will provide information on financial accounts to EU Member States and certain other states as of 1 January 2016.

The Netherlands

General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For purposes of Netherlands tax law, a holder of Notes may include an individual or entity who does not have the legal title of these Notes, but to whom nevertheless the Notes or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Notes or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Programme Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

- (i) investment institutions (*fiscale beleggingsinstellingen*);
- (ii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Netherlands corporate income tax;
- (iii) corporate holders of Shares which qualify for the participation exemption (*deelnemingsvrijstelling*) or would qualify for the participation exemption had the corporate holders of Shares been resident in the Netherlands or which qualify for participation credit (*deelnemingsverrekening*). Generally speaking, a shareholding is considered to qualify as a participation for the participation exemption or participation credit if it represents an interest of 5% or more of the nominal paid-up share capital;
- (iv) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Notes of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or of 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;
- (v) persons to whom the Notes and the income from the Notes are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*).
- (vi) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Notes are attributable to such permanent establishment or permanent representative.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Withholding Tax

With respect to Notes issued by an Issuer that is considered to be a resident of the Netherlands for Netherlands tax purposes (a "Netherlands Issuer"), all payments made by such Netherlands Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Notes do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

The Notes may in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969, if the Notes have no term or have a perpetual term, which is based on case law for Dutch corporate income tax purposes considered to be the case if the Notes have a term in excess of 50 years.

Corporate and Individual Income Tax

Residents of the Netherlands

If a holder of Notes is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate in-

come tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (at up to a maximum rate of 25%).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are taxable at the progressive rates (at up to a maximum rate of 52%) under the Netherlands Income Tax Act 2001, if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Notes, must determine taxable income with regard to the Notes on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. With regard to 2016 this deemed return on income from savings and investments is fixed at a rate of 4% of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (heffingvrij vermogen). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Notes will be included as an asset in the individual's yield basis. The deemed return percentage to be applied to the yield basis increases progressively depending on the amount of the yield basis.

Non-residents of the Netherlands

If a person is neither a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Netherlands corporate or individual income tax purposes, such person is not liable to Netherlands income tax in respect of income derived from the Notes and gains realised upon the settlement, redemption or disposal of the Notes, unless:

- (i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25%.

- (ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) realises income or gains with respect to the Notes that qualify as income from miscellaneous activities in the Netherlands which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is other than by way of securities entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

Income derived from the Notes as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 52%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Notes) will be part of the individual's Netherlands yield basis.

Gift and Inheritance Tax

Netherlands gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

- (i) the holder of a Note is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Notes or in respect of a cash payment made under the Notes, or in respect of a transfer of Notes.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Notes.

Luxembourg

The following is a summary of certain material Luxembourg tax consequences of purchasing, owning and disposing of the Notes. It does not purport to be a complete analysis of all possible tax situations that may be relevant to a decision to purchase, own or sell the Notes. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. Prospective purchasers of the Notes should consult their own tax advisers as to the applicable tax consequences of the ownership of the Notes, based on their particular circumstances. This summary does not allow any conclusions to be drawn with respect to issues not specifically addressed. The following description of Luxembourg tax law is based upon the Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of the Prospectus and is subject to any amendments in law (or in interpretation) later introduced, whether or not on a retroactive basis.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu des personnes physiques*). Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances,

where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Luxembourg tax residency of the Holders

A Holder will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the holding and/or disposing of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

Withholding Tax

Resident Holders

Under the Luxembourg law dated 23 December 2005 as amended (hereafter, the "**Law**"), a 20% Luxembourg withholding tax is levied as of 1 January 2017 on interest payments or similar income (accrued since 1 July 2005) made by Luxembourg paying agents to (or for the benefit of) Luxembourg individual residents. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of tax in application of the Law is assumed by the Luxembourg paying agent within the meaning of the Law.

Further, pursuant to the Law, Luxembourg resident individuals acting in the course of the management of their private wealth, who are the beneficial owners of interest payments and other similar income as from 1 January 2008 made by a paying agent established outside Luxembourg in a Member State of the European Union or of the European Economic Area, may also opt for a final 20% levy. In such case, the 20% levy is calculated on the basis of the same amounts as for the payments made by Luxembourg resident paying agents. The option for the 20% final levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year. The Luxembourg resident individual who is the beneficial owner of interest is responsible for the declaration and the payment of the 20% final levy.

Non-resident Holders

There is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident Holder. There is also no Luxembourg withholding tax upon repayment of the principal or upon redemption or exchange of the Notes.

Taxation of the Holders

Income tax

Non-resident Holders

Holders who are non-residents of Luxembourg and who have neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Notes are attributable are not liable to any Luxembourg income tax, irrespective of whether they receive payments of principal or interest (including accrued but unpaid interest) or realize capital gains upon redemption, repurchase, sale or exchange of any Notes.

Holders who are non-residents of Luxembourg and who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable have to include any interest received or accrued, as well as any capital gain realised on the sale or disposal of the Notes in their taxable income for Luxembourg income tax assessment purposes.

Resident Holders

General

Holders who are residents of Luxembourg for tax purposes must, for income tax purposes, include any interest paid or accrued in their taxable income, unless withholding tax has been levied thereon in accordance with the Law and if the beneficial owner acts in the course of the management of his/her private wealth. Specific exemptions are available for certain taxpayers benefiting from a particular tax status.

Luxembourg resident individuals

An individual Holder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, accrued but unpaid interest in case of disposal of the Notes, redemption premiums or issue discounts under the Notes, except if a withholding tax has been levied on such payments in accordance with the Law.

Under Luxembourg domestic tax law, gains realised upon the sale, disposal or redemption of the Notes, by an individual Holder, who is a resident of Luxembourg for tax purposes and who acts in the course of the management of his/her private wealth, are not subject to Luxembourg income tax, provided this sale or disposal took place six months after the acquisition of the Notes.

An individual Holder, who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gain corresponding to accrued but unpaid income in respect of the Notes in his/her taxable income, insofar as the accrued but unpaid interest is indicated separately in the agreement, except if a final withholding tax or levy has been levied in accordance with the Law.

Luxembourg resident individual Holders acting in the course of the management of a professional or business undertaking to whom the Notes are attributable, have to include any interest received or accrued, as well as any gain realized on the sale or disposal of the Notes, in any form whatsoever, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

Luxembourg corporate residents

Luxembourg corporate Holders, who are resident of Luxembourg for tax purposes, must include any interest received or accrued, as well as any gain realized on the sale or disposal of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

Luxembourg corporate residents benefiting from a special tax regime

Luxembourg corporate resident Holders who benefit from a special tax regime, such as, for example, undertakings for collective investment subject to the amended law of 17 December 2010, specialised investment funds governed by the amended law of 13 February 2007, private wealth management companies governed by the amended law of 11 May 2007 and reserved alternative investment funds subject to the law of 23 July 2016 and treated as specialised investment funds for Luxembourg tax purposes are exempt from income taxes in Luxembourg and thus income derived from the Notes, as well as gains realized thereon, are not subject to income taxes.

Net Wealth Tax

Luxembourg resident Holders and non-resident Holders who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, are subject to Luxembourg net wealth tax on such Notes, except if the Holder is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment subject to the amended law of 17 December 2010, (iii) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (iv) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (v) a specialised investment fund subject to the amended law of 13 February 2007, (vi) a family wealth management company governed by the amended law of 11 May 2007, or (vii) a reserved alternative investment fund governed by the law of 23 July 2016.

However, (i) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (ii) a company governed by the amended law of 15 June 2004 on venture capital vehicles, and (iii) a reserved alternative investment fund governed by the law of 23 July 2016 and treated as a venture capital vehicle for Luxembourg tax purposes remain subject to a minimum net wealth tax.

Other Taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the Holders as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption or repurchase of the Notes (except in case of voluntary registration in Luxembourg).

Under current Luxembourg tax law, where an individual Holder is a resident for inheritance tax purposes of Luxembourg at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax purposes.

No estate or inheritance taxes are levied on the transfer of the Notes upon death of a Holder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes. Gift tax may be due on a gift or donation of Notes if the gift is recorded in a deed passed in front of a Luxembourg notary or otherwise registered in Luxembourg.

Repeal of the EU Savings Directive and introduction of the extended automatic exchange of information regime

The EU Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the "**EU Savings Directive**") has been repealed as from 1 January 2016 (1 January 2017 in the case of Austria) (in each case subject to transitional arrangements).

The Council of the European Union has also adopted Directive 2014/107/EU (the "**Amending Cooperation Directive**"), amending Directive 2011/16/EU on administrative cooperation in the field of taxation so as to introduce an extended automatic exchange of information regime in accordance with the Global Standard released by the OECD Council in July 2014. The Amending Cooperation Directive requires EU Member States to adopt national legislation necessary to comply with it by 31 December 2015, which legislation must apply from 1 January 2016 (1 January 2017 in the case of Austria). The Amending Cooperation Directive is generally broader in scope than the Savings Directive, although it does not impose withholding taxes.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate, whereas certain participating Member States may decide not to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Subscription and Sale

Notes may be sold from time to time by the relevant Issuer to any one or more of Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Deutsche Bank Aktiengesellschaft, HSBC Trinkaus & Burkhardt AG, Düsseldorf, Germany, HSBC Bank plc, J.P. Morgan Securities plc, Société Générale, The Royal Bank of Scotland plc (trading as NatWest Markets) and UniCredit Bank AG (together, the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the relevant Issuer to, and purchased by, Dealers are set out in an amended and restated dealer agreement dated 10 February 2017 (the "**Dealer Agreement**") and made between each of the Issuers, the Guarantor and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination or appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular tranche of Notes. In relation to a public offer of Notes, the terms and conditions of the offer, the expected timetable of the offer, the plan of distribution and allotment, details relating to the pricing of the issue and a summary of details regarding the placement and underwriting arrangements will be set forth in the applicable Final Terms. Depending on the arrangements made for a specific tranche of Notes, any Dealer or any other institution may provide liquidity regarding the trading of the Notes in the secondary market. Such liquidity arrangements will be made in accordance with all applicable rules and regulations and will be disclosed in the applicable Final Terms.

General

Each of the Dealers has represented and agreed that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of 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 Issuers nor any Dealer shall have any responsibility therefor. Neither the Issuers nor the Dealers have represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or has assumed any responsibility for facilitating such sale.

United States of America:

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant tranche of Notes, as certified to the Fiscal Agent or the relevant Issuer by such Dealer (or, in the case of a sale of a tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such tranche of Notes purchased by or through it, in which case the Fiscal Agent or the relevant Issuer shall notify each such Dealer when all such Dealers have so certified) except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer agrees that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or per-

son receiving a selling concession, fee or other remuneration to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice to substantially the following effect:

"The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of this tranche of securities as determined, and notified to the relevant Dealer, by the Fiscal Agent, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Terms used in the paragraph above have the meanings given to them by Regulation S under the Securities Act.

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

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell the Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses, where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000, as amended ("**FSMA**") by the Issuer;
- (b) Financial Promotion: 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 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 or the Guarantor; and
- (c) General Compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of 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, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended by Directive 2010/73/EU), as implemented in each Relevant Member State.

Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Law**"). Each Dealer has represented and 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 only pursuant to an exemption from the regis-

tration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and any applicable laws, regulations and guidelines of Japan.

Republic of Italy

The offering of the Notes has not been registered with the Italian financial regulator (*Commissione Nazionale per le Società e la Borsa* or “**CONSOB**”) pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor copies of this Prospectus or any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to “qualified investors” (*investitori qualificati*) as defined under Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Italian Financial Services Act**”), as implemented by Article 26, paragraph 1 (d) of CONSOB Regulation No. 16190 of 29 October 2007, as amended (the “**Intermediaries Regulation**”), pursuant to Article 34-ter, paragraph 1, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “**Issuers Regulation**”); or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Services Act and its implementing CONSOB Regulations including the Issuers Regulation.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy will be made in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Notes or distribute copies of this Prospectus or any other document relating to the Notes in the Republic of Italy, except in any circumstances where an express exemption from compliance with the offer restrictions applies, as provided under the Italian Financial Services Act or the Issuers Regulation.

Any such offer, sale or delivery of the Notes or any distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy must be:

- (i) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, the Intermediaries Regulation, Legislative Decree No. 385 of 1 September 1993, as amended (the “**Italian Banking Act**”) and any other applicable laws and regulations;
- (ii) in compliance with Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended, pursuant to which the Bank of Italy may request post-offering information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in accordance with Article 100-bis of the Italian Financial Services Act, where no exemption from the rules on public offerings applies Notes which are initially offered and placed in the Republic of Italy or abroad to qualified investors only but in the following year are regularly (*sistematicamente*) distributed on the secondary market in the Republic of

Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and the Issuers Regulation. Failure to comply with such rules may result in the sale of the Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by such non-qualified investors.

General Information

Listing and Admission to Trading

Application will be made to list Notes issued under the Programme on the Official List of the Luxembourg Stock Exchange and to admit to trading such Notes on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*).

The Luxembourg Stock Exchange's Regulated Market is a regulated market for the purposes of the Market and Financial Instruments Directive 2004/39/EC. The Programme provides that Notes may be listed on other or further stock exchanges, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each Series, as specified in the relevant Final Terms.

Notes may further be issued under the Programme without being listed on any stock exchange.

Authorisation

The establishment of the Programme was authorised by resolutions of METRO AG passed on 20 November 2000 and Metro Finance B.V. passed on 9 June 2000 and 20 November 2000. The giving of the guarantee contained in the Guarantee was authorised by a resolution of METRO AG passed on 20 November 2000. Each of the Issuers and the Guarantor have obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the update of the Programme, the issue and performance of the Notes and the giving of the Guarantee relating to them.

The increase in the authorised amount of the Programme from EUR 5,000,000,000 to EUR 6,000,000,000 was authorised by resolutions of METRO AG passed on 27 April 2010 and Metro Finance B.V. passed on 28 April 2010.

Interests of Natural and Legal Persons involved in the Issue/Offer

Certain of the Dealers and their affiliates may be customers of, borrowers from or creditors of METRO GROUP and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for METRO GROUP and its affiliates in the ordinary course of business. Furthermore, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions, which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph, the term "affiliates" also includes parent companies.

Any interests of natural or legal persons involved which are not known at the date of this Prospectus, will be included in the Final Terms.

Programme Amount

The maximum aggregate principal amount of Notes outstanding and guaranteed at any one time under the Programme will not exceed EUR 6,000,000,000 (and for this purpose, any Notes denominated in another currency shall be converted into Euro) at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding and guaranteed at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under "*Subscription and Sale*".

Clearing of the Notes

The Notes have been accepted for clearance through Euroclear, Clearstream, Frankfurt and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms or, as the case may be, the Set (A) Terms and Conditions, shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

Stabilisation

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

Use of proceeds

The net proceeds of the issue of each tranche of Notes will be applied by the relevant Issuer to meet part of its general financing requirements.

Litigation

There are no, nor have there been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which either METRO AG or Metro Finance B.V. is aware) which may have or have had during the two business years prior to the date of this Prospectus a significant effect on the financial position of METRO AG, Metro Finance B.V. or of METRO GROUP.

Trend information and no significant change

On 5 September 2016, the Management Board of METRO AG passed a resolution, with the consent of the Supervisory Board, which was also approved on the General Meeting on 6 February 2017 to re-organise METRO GROUP and, ultimately, to split the business activities of METRO GROUP into two independent companies. Apart from these developments, further described on pages 221 et seqq, there has been no significant change in the financial or trading position of METRO AG or the METRO GROUP since 30 September 2016 and there has been no material adverse change in the prospects of METRO AG or the METRO GROUP since the date of the last

published consolidated financial statement of METRO GROUP for the period ending 30 September 2016.

There has been no significant change in the financial or trading position of Metro Finance B.V. since 30 September 2016 and there has been no material adverse change in the prospects of Metro Finance B.V. since the date of the last published financial statement of Metro Finance B.V. for the period ending 30 September 2016.

Third party information

Where information has been sourced from a third party, the Issuer confirms that to the best of its knowledge this information has been accurately reproduced and that so far as the Issuer is aware and able to ascertain from information published by such third party no facts have been omitted which would render the reproduced information inaccurate or misleading.

Categories of potential investors

The Notes will be offered to qualified investors and/or retail investors and/or institutional investors.

Auditors

The consolidated financial statements of METRO AG for the financial year from 1 October 2015 to 30 September 2016 and for the financial year from 1 October 2014 to 30 September 2015, respectively, were prepared according to International Financial Reporting Standards (IFRS), as adopted by the EU and the additional requirements under Section 315a (1) of the German Commercial Code (*Handelsgesetzbuch - HGB*) and were audited in accordance with Section 317 of the German Commercial Code (*Handelsgesetzbuch - HGB*) and German generally accepted standards for the audit of financial statements promulgated by the German Institute of Public Auditors (*Institut der Wirtschaftsprüfer - IDW*) by KPMG AG Wirtschaftsprüfungsgesellschaft, a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*), who have issued an unqualified audit opinion thereon.

The annual financial statements of Metro Finance B.V. for the year ended 30 September 2016 and for the year ended 30 September 2015, respectively, were prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union and with Part 9 of Book 2 of the Netherlands Civil Code. The annual financial statements of Metro Finance B.V. for the year ended 30 September 2016 and for the year ended 30 September 2015 were audited by the independent public auditors BDO Audit & Assurance B.V. ("**BDO**"). The auditors of BDO are members of the *Nederlandse Beroepsorganisatie van Accountants* ("**NBA**"), who have issued an unqualified audit opinion on the relevant above-mentioned audited financial statements.

Consent to inclusion of reports

BDO Audit & Assurance B.V. have given and have not withdrawn their written consent to the inclusion in the Prospectus of their report in the form and context in which they are included.

Documents available for inspection

For so long as the Programme remains in effect or any Notes shall be outstanding, copies and, where appropriate, English translations of all documents mentioned in this Prospectus may be inspected during normal business hours at the specified office of the Fiscal Agent and from the registered office of each of the Issuers, in particular:

- (a) the constitutive documents of each of the Issuers and the Guarantor;

- (b) this Prospectus and any supplements thereto;
- (c) the Guarantee and the Undertaking;
- (d) the most recent publicly available audited consolidated financial statements of METRO AG in its capacity as Issuer and Guarantor beginning with such financial statements for the financial year from 1 October 2015 to 30 September 2016 and for the financial year from 1 October 2014 to 30 September 2015.
- (e) the most recent publicly available audited financial statements of Metro Finance B.V. in its capacity as issuer, beginning with such financial statements for the financial year from 1 October 2015 to 30 September 2016 and for the financial year from 1 October 2014 to 30 September 2015; and
- (f) any Final Terms relating to Notes which are admitted to trading or listed on any stock exchange.

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