

FINAL TERMS

relating to

COMMERZBANK AKTIENGESELLSCHAFT

SEK 250,000,000 Structured Notes of 2008/2012

to be offered under the
Notes/Certificates Programme

of

COMMERZBANK AKTIENGESELLSCHAFT

Date of the Final Terms: 7 January 2008

Series No.: SA4

Tranche No.: 1 of that Series

This document constitutes the Final Terms relating to the issue of Notes under the Notes/Certificates Programme of Commerzbank Aktiengesellschaft (the "**Programme**") and shall be read in conjunction with the Base Prospectus dated 29 May 2007 as supplemented from time to time. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus and supplements thereto, if any. The Base Prospectus and any supplements as well as these Final Terms will be available free of charge at the head office of the Issuer, Kaiserplatz, 60261 Frankfurt am Main, Federal Republic of Germany and at the following website of Commerzbank Aktiengesellschaft: www.newissues.de.

I. Terms and Conditions:

The Programme Terms and Conditions dated 29 May 2007 (the "**Programme Terms and Conditions**") shall be amended by incorporating the terms of the Final Terms, and by deleting all provisions not applicable to the respective Tranche of the respective Series (the "**Consolidated Terms**") in the form attached hereto as Annex 1. The Consolidated Terms shall replace the Programme Terms and Conditions in their entirety. If and to the extent the Consolidated Terms deviate from the Programme Terms and Conditions, the Consolidated Terms shall prevail.

II. Other Conditions

Issue Date	20 March 2008
Issue Price	110.0%
Offer Period	7 January 2008 (inclusive) until 20 March 2008 (inclusive)
Minimum subscription amount	SEK 10,000
Maximum subscription amount	Not Applicable
German Securities Identification No.	CB5 WUD
Common Code	Not Applicable
ISIN	SE0002290395
Other security code(s)	Not Applicable
Listing	Nordic Derivatives Exchange
Stabilising Agent	None
Market Making	Commerzbank Aktiengesellschaft will under normal market conditions provide on a daily basis a purchase price and, if possible, a sale price. Such prices will only be valid on the relevant date. The purchase price will be determined at the sole discretion of the Issuer and may not reflect the market value of the securities. Such purchase prices will be shown at the relevant Bloomberg page and/or Reuters page.

Targeted investor category	Swedish retail investors
Additional Selling Restrictions	Not Applicable
Right to cancel	<p>The Issuer reserves the right to cancel the offer if, during the selling period, the nominal amount of purchases is less than SEK 35,000,000.</p> <p>If the nominal amount of purchases is above SEK 35,000,000 the Issuer is willing to issue for a nominal amount of up to SEK 250,000,000. Issuing above that nominal amount is subject to the Issuer's capacity.</p> <p>The Issuer reserves the right to cancel the offer if the Performance Factor (as defined in the Terms and Conditions in <u>Annex 1</u>) is less than 90% on the Strike Date.</p>
Additional Risk Factors	Not Applicable
Additional Taxation Disclosure	Not Applicable
Additional further Information	Not Applicable
Ratings	The Notes to be issued have not been rated.
Interests of natural and legal persons involved in the issue/offer	So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.
Reasons for the offer, estimated net proceeds and total expenses	
(i) Reasons for the offer	The net proceeds from the issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit.
(ii) Estimated net proceeds	Not Applicable
(iii) Estimated total expenses	SEK 153,000
Indication of yield	Not Applicable
Floating Rate Notes only - past and future interest rates	Not Applicable
Redemption Structured and Interest Structured Notes only - performance of and other information concerning the Underlying, explanation of effect on value of investment and associated risks	The information included herein with respect to the Fund Companies, the Fund Shares and the Indices (as defined in the Terms and Conditions in <u>Annex 1</u>) (the " Underlying ") consists only of extracts from, or summaries of, publicly available information. The Issuer accepts responsibility that such information has been correctly extracted or summarised. No further or other responsibility in respect

of such information is accepted by the Issuer. In particular, the Issuer accepts no responsibility in respect of the accuracy or completeness of the information set forth herein concerning the Underlying of the Notes or that there has not occurred any event which would affect the accuracy or completeness of such information.

Past performances and further information on the Fund Companies, the Fund Shares and the Indices can be obtained from the following web pages:

<http://www.hsi.com.hk>

<http://www.msci.com>.

http://sm.krx.co.kr/webeng/new_index.jsp

www.invesco.com

For further information see [Annex 1](#).

Annex 1

The following terms and conditions apply to the Notes issued as Series No. SA4 and Tranche No. 1 of that Series under the Notes/Certificates Programme of Commerzbank Aktiengesellschaft (the "**Programme**").

§ 1 (FORM, TRANSFERABILITY)

- (1) This issue of Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") is issued in Swedish Kronor ("**SEK**") (the "**Issue Currency**") represented by notes (the "**Notes**") payable to Notholder and ranking *pari passu* among themselves in the denomination of SEK 10,000 each.
- (2) The Notes will be issued in dematerialised form and will only be evidenced by book entries in the system of the Swedish Central Securities Depository VPC AB, Box 7822, 103 97 Stockholm, ("**VPC**") for registration of securities and settlement of securities transactions (the "**VPC System**") in accordance with the Swedish Financial Instruments Accounts Act (1998:1479). There will be neither global bearer securities nor definitive securities.
- (3) Transfers of the Notes and other registration measures shall be made in accordance with the Swedish Financial Instruments Accounts Act (1998:1479), the regulations, rules and operating procedures applicable to and/or issued by VPC (the "**CSD Rules**")
- (4) Holder of the Notes shall be any person that is registered on a VPC-account as holder of a Note or, where applicable, any other person acknowledged as the holder pursuant to the CSD Rules (the "**Noteholder**"). For nominee registered Notes the authorised nominee shall be considered to be the Noteholder.
- (5) The Issuer reserves the right to issue from time to time without the consent of the Noteholders another tranche of Notes with substantially identical terms, so that the same shall be consolidated to form a single series and increase the aggregate principal amount of the Notes. The term "**Notes**" shall, in the event of such consolidation, also comprise such additionally issued notes.

§ 2 (INTEREST)

The Notes shall not bear any interest.

§ 3 (REPAYMENT)¹

- (1) The Notes will be redeemed at the Final Redemption Amount on 4 April 2012 (the "**Redemption Date**").
- (2) The "**Final Redemption Amount**" shall be determined by the Calculation Agent in accordance with the following formula:

¹ Definitions of terms in capital letters are contained in § 3 paragraph 3.

$$FRA = N \times \left(100\% + PF \times \text{Max} \left(0; \frac{\text{Basket}_{\text{final}}}{\text{Basket}_{\text{initial}}} - 1 \right) \right)$$

where

FRA = Final Redemption Amount per Note

N = SEK 10,000

PF = Performance Factor

Basket_{final} = The arithmetic mean of the Reference Levels of the Basket on the Averaging Dates

Basket_{initial} = Initial Basket Level (SEK 10,000)

- (3) For the purposes of these Terms and Conditions of the Notes, the following definitions shall apply:

"**Averaging Date**" means any of the following dates: 28 September 2010, 28 October 2010, 29 November 2010, 28 December 2010, 28 January 2011, 28 February 2011, 28 March 2011, 28 April 2011, 30 May 2011, 28 June 2011, 28 July 2011, 29 August 2011, 28 September 2011, 28 October 2011, 28 November 2011, 28 December 2011, 30 January 2012, 28 February, 2012 and the Valuation Date (19 Averaging Dates in total.).

If with respect to an Averaging Date the closing level of a Basket Index or the NAV of the Shares is not determined and published or if in the opinion of the Issuer there is a Market Disruption Event with respect to a Basket Index on an Averaging Date, then the Averaging Date for the affected Basket Index or the Fund and its Shares, as the case may be, shall be deemed to be the next calendar day on which the closing level of the respective Basket Indices or the NAV of the Shares, as the case may be, is again determined and published and on which there is no Market Disruption Event with respect to such Basket Index. For the avoidance of doubt: the Averaging Date for the Basket Index which was determined and published without the occurrence of a Market Disruption Event or the Averaging Date with respect to the NAV of the Shares was determined and published shall not be postponed.

If according to the provisions above the Valuation Date for a Basket Index is postponed until the third Banking Day prior to the Redemption Date and if on this day the closing level of such Basket Index is still not determined and published or if, in the opinion of the Issuer, a Market Disruption Event occurs with regard to such Basket Index, then the Issuer will calculate the closing level of the Basket Index on such date by applying the calculation method for the Basket Index last in effect. For the purpose of such calculation, the Issuer will calculate the closing level of the Basket Index on the basis of the prices of the securities comprising the Basket Index on such day at the time the closing level of the Basket Index is usually determined (the "**Calculation Time**"). If the trading of one or more securities being relevant for such calculation is limited or suspended on such date, the Issuer will estimate at its own discretion (§ 315 of the German Civil Code (*BGB*)) the price of the relevant securities at the Calculation Time after consultation with an independent expert and in consideration of the prevailing market conditions.

If according to the provisions above the NAV of the Shares for the Valuation Date is not determined for whatever reason (other than in the case of the Substitution of the Fund according to § 3) until the third Fund Business Day prior to the Redemption Date, then the Issuer will determine, in its sole discretion, the NAV of the Shares which would represent its fair market value.

"**Banking Day**" means a day on which commercial banks in Frankfurt am Main are open for business.

"**Basket**" means a basket composed of the Basket Components (each of them multiplied with the respective Multipliers):

"**Basket Component**" means each Basket Index and the Fund and its Share, respectively.

"**Basket Index**" means any of the following:

- the MSCI Singapore IndexSM (Bloomberg Ticker: SGY Index) (the "**SGY**") as published and compiled by Morgan Stanley Capital International Inc. (a "**Sponsor**"); and
- the Hang Seng Index (Bloomberg Ticker: HSI Index) (the "**HSI**") as published and compiled by HSI Services Limited (a "**Sponsor**"); and
- the MSCI Taiwan IndexSM (Bloomberg Ticker: TWY Index) (the "**TWY**") as published and compiled by Morgan Stanley Capital International Inc. (a "**Sponsor**"); and
- the KOSPI 200 Index (Bloomberg Ticker: KOSPI2 Index) (the "**KOSPI2**") as published and compiled by Korea Exchange (a "**Sponsor**").

If a Basket Index is no longer calculated and published by the relevant Sponsor but by another person, company or institution acceptable to the Issuer as the new Sponsor (the "**Successor Sponsor**"), the Reference Level of the Basket will be calculated on the basis of the respective Basket Index being calculated and published by the respective Successor Sponsor and any reference made to the Sponsor shall, if the context so admits, then refer to the relevant Successor Sponsor.

If at any time a Basket Index is cancelled or replaced, the Issuer will determine another index on the basis of which the Reference Level of the Basket shall be calculated (the "**Successor Basket Index**"). The respective Successor Basket Index as well as the time of its first application will be notified as soon as possible pursuant to § 12. Any reference made to the respective Basket Index in these Terms and Conditions of the Notes shall, if the context so admits, then refer to the respective Successor Basket Index.

If in the opinion of the Issuer a determination of a Successor Basket Index is not feasible (for whatever reason), the Issuer or an expert appointed by the Issuer will continue the calculation of the Basket Index on the basis of the former concept of the Basket Index and its last determined level. Such continuation has to be published without delay pursuant to § 12.

If a Sponsor materially modifies the calculation method of a Basket Index with effect on or before the Valuation Date, or materially modifies the Basket Index in any other way (except for modifications which are contemplated in the calculation method of the Basket Index relating to a change with respect to securities comprising the Basket Index or with respect to any other routine measures), the Issuer will calculate the relevant index level on the Averaging Dates, if any, following such modification and the Valuation Date, respectively, by applying such calculation method in effect prior to such modification of the calculation method of the Basket Index. In such case the Issuer will include only securities comprising the Basket Index prior to the modification of the calculation method, unless the quotation of the relevant securities has been terminated in the meantime.

"**Conversion Rate**" means an exchange rate of USD 1 = SEK 1.

"**Fund**" means INVESCO Funds, an open-ended umbrella investment fund established under the laws of the Grand Duchy of Luxembourg, or, as the case may be, the Sub-Fund.

"Fund Business Day" means each day on which the NAV of the Shares is usually determined and published (or made available) according to the Memorandum.

"Fund Management" means the management of the Fund which includes (i) any entity specified in the Memorandum which is responsible for providing investment management advice to the Fund and/or to any relevant third party, and/or (ii) any entity or individual who is responsible to manage the business and the affairs of the Fund, and/or (iii) any individual or group of individuals specified in the Memorandum who is/are responsible for overseeing the activities of the Fund and/or (iv) any entity specified in the Memorandum that is responsible for the administration of the Fund and the determination and publication of the NAV of the Shares.

"Initial Basket Level" means SEK 10,000.

"Memorandum" means the full prospectus in relation to INVESCO Funds dated 1 August 2007, as amended and supplemented from time to time.

"Multiplier" means

- with respect to the Fund: $(SEK\ 10,000 \times 1/2)$ divided by the Reference Price of the Fund on the Strike Date converted into the Issue Currency at the Conversion Rate;
- with respect to the SGY: $(SEK\ 10,000 \times 1/8)$ divided by the Reference Price of the SGY on the Strike Date;
- with respect to the HSI: $(SEK\ 10,000 \times 1/8)$ divided by the Reference Price of the HSI on the Strike Date; and
- with respect to the TWY: $(SEK\ 10,000 \times 1/8)$ divided by the Reference Price of the TWY on the Strike Date; and
- with respect to the KOSPI2: $(SEK\ 10,000 \times 1/8)$ divided by the Reference Price of the KOSPI2 on the Strike Date.

"NAV" means the net asset value of the Share as determined and published (or made available) according to the Memorandum.

The basis of the calculation of the Final Redemption Amount is the NAV of the Shares after deduction or withholding of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of the Grand Duchy of Luxembourg or by or on behalf of any political subdivision or authority therein having power to tax.

"Performance Factor" means a percentage to be determined by the Issuer on the Strike Date.

"Reference Level of the Basket" with respect to an Averaging Date means the sum of the Reference Prices of the Basket Components as published with respect to an Averaging Date, each of such Reference Prices multiplied with the respective Multiplier.

"Reference Price" means

- with respect to the Fund the NAV of the Shares as determined and published in accordance with the provisions of the Memorandum converted into SEK at the Conversion Rate;
- with respect to a Basket Index the closing level of such Basket Index as determined and published by the relevant Sponsor expressed in SEK where one point of each Basket Index shall be equal to SEK 1.00.

"**Share**" means one unit in share-class A of the Sub-Fund (Bloomberg INVAIAA LX; ISIN LU0243955886) denominated in USD.

"**Strike Date**" means 26 March 2008.

"**Sub-Fund**" means INVESCO Asia Infrastructure Fund, which is a sub-fund of the Fund.

"**Substitution Event**" means any of the following events which the Issuer in its sole discretion determines to be a Substitution Event with respect to the Fund and its Shares:

1. The implementation of any change to the terms and conditions of the Fund, as detailed in the Memorandum and as notified in advance by the Fund Management, which, in the sole opinion of the Issuer, is of a material nature including but not limited to such changes as (i) a change in the risk profile of the Fund; (ii) a change in the voting rights, if any, associated with the voting shares of the Fund; (iii) an alteration to the investment objectives of the Fund; or (iv) a change in the currency in which the Share are denominated so that the NAV is quoted in a different currency from that in which it was quoted on the Trade Date; 7 January 2008
2. The breach of the investment objectives of the Fund (as defined in the Memorandum) if such breach, in the sole opinion of the Issuer, is of a material nature;
3. The imposition or increase of subscription and/or redemption fees, or taxes or other similar fees, payable in respect of a purchase or redemption of the Shares after the Trade Date; 7 January 2008
4. If the Fund Management fails for reasons other than of a technical or operational nature, to calculate the NAV of the Shares for five consecutive Fund Business Days;
5. If the activities of the Fund, its sub-funds and/or the Fund Management are placed under review by their regulators for reasons of wrongdoing, breach of any rule or regulation or other similar reason;
6. The compulsory redemption of the Shares by the Fund for any reason prior to the Maturity Date;
7. If the issue of additional shares of the Fund or its sub-funds or the redemption of existing Shares is suspended and if any such suspension continues for five consecutive Fund Business Days;
8. The winding-up or termination of the Fund or any of its sub-funds for any reason prior to the Maturity Date;
9. If the Fund is superseded by a successor fund (the "**Successor**") following a merger or similar event unless, in the sole opinion of the Issuer, the Successor has similar investment objectives to those of the Fund, is incorporated in the same jurisdiction as the Fund (or another jurisdiction acceptable to the Issuer), is denominated in the same currency as the Fund and is managed and administered by one or more individuals who, or corporate entities which, are reputable and experienced in their field;
10. The cancellation of the registration, or of the approval, of the Fund, the Fund Management by any relevant authority or body;
11. The replacement of the Fund Management by the Fund unless, in the sole opinion of the Issuer, the relevant replacement is an individual or group of individuals who, or a corporate entity which, is reputable and experienced in their field;

12. Any change in the accounting, regulatory or tax treatment applicable with respect to the Fund which could have an economic impact for the Issuer, its affiliates or any other designated hedging entity;

13. Any other event in respect of the Fund which, in the opinion of the Issuer, has an analogous effect to any of the events specified in these Terms and Conditions.

"**Trade Date**" means 7 January 2008.

"**Valuation Date**" means 9 January 2012, subject to postponement in accordance with the provisions stipulated in the definition of "Averaging Date".

- (4) Upon the occurrence of an event which the Issuer determines to be a Substitution Event in relation to the Fund (the "**Removal Date**"), the Issuer will use reasonable efforts to identify an alternative fund in substitution for the Fund (the "**Successor Fund**"). The Successor Fund will be a fund with similar characteristics, investment objectives and policies to those of the Fund, immediately prior to the occurrence of the Substitution Event.

Any reference made in this Final Terms to the Fund shall, with effect from the Removal Date, be deemed as reference to the Successor Fund and all related definitions shall be amended accordingly. Furthermore, the Issuer will make all necessary adjustments to these terms and conditions resulting from a substitution of the Fund

§ 4

(EARLY REDEMPTION, REPURCHASE OF NOTES)

- (1) The Issuer shall not be entitled to redeem the Notes prior to the Redemption Date.
- (2) Except as provided in § 10, the Noteholders shall not be entitled to call for redemption of the Notes prior to the Redemption Date.
- (3) If the Notes are called for redemption due to an event having occurred as described in § 10 they shall be redeemed at the "**Early Redemption Amount**" which shall be determined as the fair market value which the Notes would have had on the date of early redemption if the event having occurred as described in § 10 had not occurred, less the costs to the Issuer of unwinding any related underlying hedging arrangements.
- (4) The Issuer may at any time purchase Notes in the market or otherwise. Notes repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued, resold or surrendered to the Principal Paying Agent for cancellation.

§ 5

(PAYMENTS)

- (1) The Issuer irrevocably undertakes to pay, as and when due, all amounts payable pursuant to these Terms and Conditions in the Issue Currency.
- (2) All amounts payable pursuant to these Terms and Conditions shall be made to the Noteholder recorded as such on the fifth business day before the due date for such payment (as defined by the then applicable CSD Rules), or such other business day falling closer to the due date as then may be stipulated in said Rules.
- (3) All payments will be transmitted by the VPC to the Noteholders in accordance with the CSD Rules.
- (4) Any reference in these Terms and Conditions to principal in respect of the Notes shall include:

- (a) the Final Redemption Amount of the Notes at the Redemption Date; and
 - (b) the Early Redemption Amount in the case of early redemption of the Notes pursuant to § 10.
- (5) All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives.

§ 6 (TAXES)

All present and future taxes, fees or other duties in connection with the Notes shall be borne and paid by the Noteholders. The Issuer is entitled to withhold from payments to be made under the Notes any taxes, fees and/or duties payable by the Noteholder in accordance with the previous sentence.

§ 7 (PRESCRIPTION)

Claims against the Issuer for any payment and/or any other amount payable in respect of the Notes shall be prescribed and become void unless made within a period of five years after the date on which such payment first becomes due.

§ 8 (STATUS)

The obligations under the Notes constitute direct, unconditional and unsecured obligations of the Issuer and rank at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may exist from time to time under applicable law).

§ 9 (AGENTS)

- (1) Skandinaviska Enskilda Banken AB (publ), a banking institution incorporated under the laws of Sweden, whose corporate seat and registered office is at Kungsträdgårdsgatan 8, SE-106 40 Stockholm, Sweden, acting through its division SEB Merchant Banking, Securities Services shall be the "**Paying Agent**". The Issuer shall procure that there will at all times be a Paying Agent. The Issuer is entitled to appoint other banks of international standing as Paying Agent. Furthermore, the Issuer is entitled to terminate the appointment of the Paying Agent. In the event of such termination or such bank being unable or unwilling to continue to act as Paying Agent, the Issuer shall appoint another bank of international standing as Paying Agent. Such appointment or termination shall be published without undue delay in accordance with § 12.
- (2) Commerzbank Aktiengesellschaft, Kaiserplatz, 60261 Frankfurt am Main, Federal Republic of Germany, shall be the "**Calculation Agent**". The Issuer shall procure that as long as determinations have to be made in accordance with these Terms and Conditions there shall at all times be a Calculation Agent. The Issuer reserves the right at any time to terminate the appointment of the Calculation Agent. In the event of such termination or of the appointed office of any such bank being unable or unwilling to continue to act as Calculation Agent (as the case may be) the Issuer shall appoint an appropriate office of another leading bank to act Calculation Agent. The appointment of another Calculation Agent shall be published without delay by the Issuer in accordance with § 12.
- (3) The Paying Agents and the Calculation Agent shall be held responsible for giving, failing to give, or accepting a declaration, or for acting or failing to act, only if, and insofar as, they fail to act with the diligence of a conscientious businessman. All determinations and calculations made by

the Paying Agents and the Calculation Agent shall be made in conjunction with the Issuer and shall, in the absence of manifest error, be conclusive in all respects and binding upon the Issuer and all Noteholders.

- (4) The Paying Agents and the Calculation Agent acting in such capacity, act only as agents of the Issuer. There is no agency or fiduciary relationship between the Paying Agents and the Calculation Agent on the one hand and the Noteholders on the other hand. The Paying Agents and the Calculation Agent are hereby granted exemption from the restrictions of § 181 of the German Civil Code and any similar restrictions of the applicable laws of any other country.

§ 10 (TERMINATION)

- (1) Each holder of Notes is entitled to declare his Notes due and to require the redemption of his Notes at the Early Redemption Amount pursuant to § 4 Paragraph (3) as provided hereinafter, if:
- (a) the Issuer is in default for more than 30 days in the payment of principal under these Terms and Conditions;
 - (b) the Issuer violates any other obligation under these Terms and Conditions, and such violation continues for 60 days after receipt of written notice thereof from the respective Noteholder;
 - (c) the Issuer is wound up or dissolved whether by a resolution of the shareholders or otherwise (except in connection with a merger or reorganisation in such a way that all of the assets and liabilities of the Issuer pass to another legal person in universal succession by operation of law);
 - (d) the Issuer ceases its payments and this continues for 60 days, or admits to be unable to pay its debts;
 - (e) any insolvency proceedings are instituted against the Issuer which shall not have been dismissed or stayed within 60 days after their institution or the Issuer applies for the institution of such proceedings, or offers or makes an arrangement for the benefit of its creditors or the Federal Financial Supervisory Authority (*BaFin*) opens insolvency proceedings against the Issuer or
 - (f) in the case of a substitution of the Issuer within the meaning of § 11 Paragraph (4)(b) any of the events set forth in sub-paragraphs (c)-(e) above occurs in respect of the Guarantor.

The right to declare Notes due shall terminate if the circumstances giving rise to it have been remedied before such right is exercised.

- (2) The right to declare Notes due pursuant to Paragraph (1) shall be exercised by a holder of Notes by delivering or sending by registered mail to the Principal Paying Agent a written notice which shall state the principal amount of the Notes called for redemption and shall enclose evidence of ownership reasonably satisfactory to the Principal Paying Agent.

§ 11 (SUBSTITUTION OF ISSUER, BRANCH DESIGNATION)

- (1) Any other company may at any time during the lifetime of the Notes, subject to paragraph (2), assume upon notice by the Issuer to be given in accordance with § 12, all obligations of the Issuer under these Terms and Conditions of the Notes. Upon any such substitution, such substitute company (hereinafter called "**New Issuer**") shall succeed to, and be substituted for, and may

exercise every right and power, of the Issuer under these Terms and Conditions with the same effect as if the New Issuer had been named as the Issuer herein, and, in the case of a repeated application of this § 11, each previous New Issuer shall be released from its obligations hereunder and from its liability as obligor under the Notes.

In the event of such substitution, any reference in these Terms and Conditions (except for this § 11) to the Issuer shall from then on be deemed to refer to the New Issuer.

- (2) Such assumption shall be permitted only if
- (a) the New Issuer has agreed to indemnify and hold harmless each Noteholder against any tax, duty, assessment or governmental charge imposed on the Noteholder in respect of such substitution;
 - (b) the Issuer (in this capacity hereinafter referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed fulfilment by the New Issuer of all payment obligations assumed by it for the benefit of the Noteholders and the terms of the Guarantee has been published in accordance with § 12;
 - (c) the New Issuer has obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions where the New Issuer is domiciled or the country under the laws of which it is organised; and
 - (d) VPC has given its consent to the substitution (which consent shall not be unreasonably withheld or delayed).
- (3) Following any substitution of the Issuer for a New Issuer, this § 11 shall continue to apply and may be used again.
- (4) The Issuer may at any time, designate by publication in accordance with § 12 any branch (*Betriebsstätte*) of the Issuer outside the Federal Republic of Germany as the branch (*Betriebsstätte*) primarily responsible for the due and punctual payment in respect of the Notes then outstanding and the performance of all of the Issuer's other obligations under the Notes then outstanding.

Paragraphs (2) and (3) of this § 11 shall apply *mutatis mutandis* to such designation.

§ 12 (NOTICES)

Notices to be sent by the Issuer to the Noteholders shall, at the discretion of the Issuer, be disseminated by using either or both methods set forth in (1) and (2) below:

- (1) Notices to the Noteholders relating to the Notes may be published in a newspaper with nationwide circulation in Sweden; and/or
- (2) Notices may be given to the Noteholders at the addresses registered in the VPC System in accordance with the CSD Rules. Such notices shall be deemed to have been received five business days after despatch.

13
(FINAL CLAUSES)

- (1) The form and content of the Notes and the rights and duties of the Noteholders, the Issuer, the Calculation Agent and the Paying Agent shall in all respects be governed by the laws of the Kingdom of Sweden.
- (2) Should any provision of these Terms and Conditions be or become void in whole or in part, the other provisions shall remain in force. Void provisions shall be replaced in accordance with the meaning and purpose of these Terms and Conditions.
- (3) Place of jurisdiction shall be Stockholm.
- (4) The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.