

**VIS FINANCE SA**

**a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 2, boulevard Konrad Adenauer, L-1115 Luxembourg, registered with the Luxembourg trade and companies register under number B. 166.336 and subject to the Luxembourg act dated 22 March 2004 on securitisation, as amended (the “Securitisation Act 2004”)**

**acting in respect of Compartment 2015-23**

**LISTING PARTICULARS**

**Issue of**

**Series 2015-23**

**EUR 11,700,000 Collateralised Notes linked to Bunds due 2016 (the “Notes”)**

**under the Limited Recourse Secured Securities Programme**

Application has been made to the Irish Stock Exchange for these Listing Particulars to be approved and for the Notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on the Global Exchange Market of the Irish Stock Exchange.

These Listing Particulars are only provided for the purposes of obtaining the admission of the Notes to the Official List of the Irish Stock Exchange and admission to trading on the Global Exchange Market of the Irish Stock Exchange and shall not be used for any other purpose.

These Listing Particulars do not constitute a “prospectus” for the purposes of the Prospectus Directive (Directive 2003/71/EC) (as amended by Directive 2010/73/EU) (the “**Prospectus Directive**”). Any references in these Listing Particulars to the “Series Prospectus” shall be deemed to be a reference to these Listing Particulars and any reference in these Listing Particulars to the “Base Prospectus” shall be deemed to be a reference to the Base Listing Particulars (as defined below).

The Issuer accepts responsibility for the information contained in these Listing Particulars. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in these Listing Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information.

These Listing Particulars are available on the website of the Irish Stock Exchange ([www.ise.ie](http://www.ise.ie)).

The Notes have the terms as set out in the Contractual Terms section of these Listing Particulars, which will complete and modify the Registered Securities Base Conditions Module, September 2014 Edition (the “**Registered Securities Base Conditions Module**”) and the General Definitions Module, September 2014 Edition (the “**General Definitions Module**”), as more particularly set out in the Contractual Terms section of these Listing Particulars.

The Registered Securities Base Conditions Module and the General Definitions Module are set out in the Base Listing Particulars of the Issuer dated 9 September 2014 (the “**Base Listing Particulars**”). These Listing Particulars must be read in conjunction with the Base Listing Particulars. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Listing Particulars, the Registered Securities Base Conditions Module, the General Definitions Module and the Base Listing Particulars. The Base Listing

Particulars are available for viewing during normal business hours at 2, boulevard Konrad Adenauer, L-1115 Luxembourg and copies may be obtained from 2, boulevard Konrad Adenauer, L-1115 Luxembourg.

By subscribing to the Notes or otherwise acquiring the Notes, each Noteholder expressly acknowledges and accepts that the Issuer (i) is subject to the Securitisation Act 2004 and (ii) has created Compartment 2015-23 in respect of the Notes to which all assets, rights, claims and agreements relating thereto will be allocated. Each Noteholder acknowledges and accepts the subordination waterfall and the priority of payments and, if applicable, deliveries included in these Listing Particulars, the articles of association of the Issuer and the Base Listing Particulars. Furthermore, each Noteholder acknowledges and accepts that it has recourse only to the assets of Compartment 2015-23 and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. Each Noteholder acknowledges and accepts that once all the assets allocated to Compartment 2015-23 have been realised or enforced, as applicable, it is not entitled to take any further steps against the Issuer to recover any further sums or assets, as applicable, due and the right to receive any such sum or asset, as applicable, shall be extinguished. Each Noteholder agrees not to attach or otherwise seize the assets of the Issuer allocated to Compartment 2015-23 or to other compartments of the Issuer or other assets of the Issuer. In particular, no Noteholder shall be entitled to petition or take any other step for the winding-up, the liquidation or the bankruptcy of the Issuer, or any other similar proceedings.

**The purchase of Notes involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in the Base Listing Particulars (including “Risk Factors” on pages 15 to 33 of the Base Listing Particulars) and these Listing Particulars (including the “Additional Risk Factors” set out on pages 5 to 7 herein).**

**The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “Securities Act”). Accordingly, the Notes are being offered and sold only outside the United States (as such term is defined in Regulation S under the Securities Act (“Regulation S”)) to non-US persons in reliance on Regulation S. The Notes (a) may not be offered, sold or otherwise transferred at any time within the United States or to the account of any US Person (as defined in Regulation S) and (b) may be offered, sold or otherwise transferred at any time only to persons that are Non-United States Persons (as defined by the Commodity Futures Trading Commission).**

**The Issuer shall, if instructed to do so by UBS Limited, redeem the Notes if they are sold or transferred to any person that is not a Non-United States Person (as defined by the Commodity Futures Trading Commission) in breach of any applicable restrictions on sale of securities.**

Any websites referred to in this document do not form part of these Listing Particulars.

Dealer  
**UBS Limited**

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## **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in and form a part of these Listing Particulars:

- (a) the Base Listing Particulars;
- (b) the audited annual accounts of the Issuer for the financial year ending 31 December 2013;  
and
- (c) the audited annual accounts of the Issuer for the financial year ending 31 December 2014.

Each of the above documents has been filed with the Irish Stock Exchange and for so long as the Securities remain admitted to trading on the Irish Stock Exchange, copies of the following documents be available in physical form during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer.

## **ADDITIONAL RISK FACTORS**

*This “Additional Risk Factors” section of these Listing Particulars shall not form part of the Contractual Terms of the Notes. This “Additional Risk Factors” section sets out certain risk factors relating to the Notes which are not set out in the Base Listing Particulars. The “Risk Factors” section of the Base Listing Particulars must be read in addition to this “Additional Risk Factors” section.*

References in this “Additional Risk Factors” section of these Listing Particulars to “UBS” shall be deemed to be references to UBS AG and any relevant affiliate, whether acting in any capacity in relation to the Notes or otherwise.

### **Credit Risk of the Obligations and other Relevant Obligations**

The payments of interest and principal under the Notes are subject to the credit risk of the Obligations (as defined in the Contractual Terms below) and any other Relevant Obligations. Relevant Obligations are any debt obligation of the issuer of the Obligations. This credit risk arises due to the fact that if the Relevant Obligations default and/or certain other events occur in relation to the Relevant Obligations, the Notes will be redeemed early (whether or not the Obligations are in default and regardless of whether any event or circumstance is affecting the Obligations). Upon any such redemption, the Swap Agreement is required to be terminated without payment and the Early Redemption Amount due to Noteholders is an amount equal to the net proceeds of realisation of the Charged Assets (being any Obligations which have not been borrowed by the Securities Lending Counterparty and any Obligations or the market value thereof delivered or paid by the Counterparty to the Issuer as a consequence of the termination of the Securities Lending Agreement) less certain termination costs which may be payable by the Issuer to the Securities Lending Counterparty (or plus any termination costs which may be payable by the Securities Lending Counterparty to the Issuer) less all amounts due to any party who ranks in priority to the Noteholders and, if any such event occurs, no further interest shall be payable from the Interest Payment Date immediately preceding the date on which any of such events occurred (or, if no such Interest Payment Date, the Issue Date). Such amount is likely to be considerably less than the outstanding principal amount of the Obligations.

### **Credit Risk of the Counterparty and the Securities Lending Counterparty and Risks Associated with any Collateral**

The Issuer will enter into the Swap Agreement with UBS AG, London Branch as Counterparty under which the Counterparty is required to pay amounts to the Issuer equal to amounts payable by the Issuer under the Notes and the Issuer is required to pay amounts to the Counterparty equal to amounts payable under the Obligations. The Issuer will also enter into the Securities Lending Agreement with UBS AG as Securities Lending Counterparty under which the Securities Lending Counterparty may borrow Obligations comprised in the Charged Assets and deliver or deposit Collateral with the Issuer (to be credited to the relevant Custody Account (as defined herein) and to be comprised in the Charged Assets, which, for the avoidance of doubt, may also at any time after the Issue Date be held pursuant to the Triparty Collateral Management Arrangement, as more particularly set out in these Listing Particulars. The Securities Lending Counterparty has the right in its sole and absolute discretion to determine at any time and from time to time whether and the extent to which the Triparty Collateral Management Arrangement shall apply in relation to the provision of Collateral by the Securities Lending Counterparty under the Securities Lending Agreement. No assurance is given that the Triparty Collateral Management Arrangement will at any time be determined to apply to the Securities Lending Agreement or, if so determined to apply, as to the extent of such application.

To the extent that an event of default occurs with respect to the Counterparty and the Swap Agreement is terminated and/or with respect to the Securities Lending Counterparty and the Securities Lending Agreement is terminated, the Notes will be required to be redeemed early. The Early Redemption Amount due to Noteholders is an amount equal to (a) the net proceeds of

realisation of the Charged Assets (being any Obligations which have not been borrowed by the Securities Lending Counterparty and (i) if an event of default has not occurred under the Securities Lending Agreement, any Obligations or the market value thereof delivered or paid by the Securities Lending Counterparty to the Issuer as a consequence of termination of the Securities Lending Agreement or (ii) if an event of default has occurred under the Securities Lending Agreement, the Collateral previously transferred by the Securities Lending Counterparty to the Issuer under the Securities Lending Agreement, less (b) certain termination costs which may be payable by the Issuer to the Counterparty (or plus any termination costs which may be payable by the Counterparty to the Issuer), less (c) any amount which may be payable by the Issuer to the Securities Lending Counterparty (being, broadly, equal to any positive difference between (x) the market value of the Collateral plus (provided that the Securities Lending Counterparty is not in default) any termination costs which may be payable by the Issuer to the Securities Lending Counterparty and (y) the market value of the Obligations borrowed by the Securities Lending Counterparty plus (provided that the Securities Lending Counterparty is not in default) any termination costs which may be payable by the Securities Lending Counterparty to the Issuer) (or plus any amount which may be payable by the Securities Lending Counterparty to the Issuer (being, broadly, equal to the absolute value of any negative difference between (x) the market value of the Collateral plus (provided that the Securities Lending Counterparty is not in default) any termination costs which may be payable by the Issuer to the Securities Lending Counterparty and (y) the market value of the Obligations borrowed by the Securities Lending Counterparty plus (provided that the Counterparty is not in default) any termination costs which may be payable by the Securities Lending Counterparty to the Issuer)), less (d) all amounts due to any party who ranks in priority to the Noteholders. The amount payable by the Issuer to the Noteholders in such circumstances is consequently likely to depend primarily on the realisation value of any Obligations comprised in the Charged Assets and, if an event of default has occurred under the Securities Lending Agreement, any Collateral comprised in the Charged Assets together with any termination costs payable under the Swap Agreement and/or the Securities Lending Agreement. However, the risk that in circumstances where the Securities Lending Counterparty is in default, Noteholders will receive an amount less than the market value of the Obligations is intended to be mitigated through the application of a Margin (as defined in the Securities Lending Agreement) so that the value of certain types of Collateral exceeds the value of the Obligations borrowed by the Securities Lending Counterparty. But, see the paragraph entitled “*Foreign Exchange Risk*” below.

### **Delayed Delivery of Initial Charged Assets**

Where the Obligations comprised in the Initial Charged Assets are not delivered by the Dealer to the Issuer on the Issue Date, the provisions of Condition 4(c)(ii) will apply. This means that the Dealer will be required to use reasonable endeavours to deliver the Obligations to the Issuer on or before the Initial Delivery Cut-Off Date (being the 14th calendar day following the Issue Date) and, pending such delivery, the Charged Assets will comprise cash (in any currency) equal to the market value of the Obligations, as determined by the Dealer in its sole and absolute discretion. There can be no assurance that the Initial Charged Assets will be delivered to the Issuer on or before the Initial Delivery Cut-Off Date, and, if they are not, the provisions of Condition 8(d)(i) (*Redemption and Exercise – Non-Delivery of Initial Charged Assets*) will apply. The Dealer shall not have any liability to the Noteholders or to any other person in relation to any failure to deliver any Initial Charged Assets to the Issuer where cash is delivered instead in accordance with Condition 4(c)(ii), or for any losses arising as a consequence of redemption pursuant to Condition 8(d)(i).

### **Charged Assets Comprised of Cash**

Investors should note that any cash comprised in the Charged Assets (including any cash deposited by the Dealer pending delivery of the Initial Charged Assets (if applicable) and any Cash Collateral (as defined in the Securities Lending Agreement)) will be credited to the Cash Deposit Account held by the Custodian (or, if applicable, will be credited to the Collateral Account of the Frankfurt Sub-Custodian). Any money credited to the Cash Deposit Account is held by the

Custodian as a bank taking deposits and other repayable funds from the public. This means that any such money may be used by Deutsche Bank Luxembourg S.A. (acting as Custodian) in the course of its own business and in the case of winding-up proceedings (*liquidation judiciaire ou volontaire*) affecting the Custodian, the money would fall into the Custodian's insolvency estate (*masse des créanciers*) and the Issuer will rank only as a general creditor of the Custodian as regards such money, alongside the Custodian's unsecured creditors. Equally, to the extent that Cash Collateral is held on behalf of the Custodian by the Frankfurt Sub-Custodian, in the case of winding-up proceedings (*liquidation judiciaire ou volontaire*) affecting the Custodian, the money would fall into the Custodian's insolvency estate (*masse des créanciers*) and the Issuer will rank only as a general creditor of the Custodian as regards such money, alongside the Custodian's unsecured creditors. Accordingly, insofar as the Charged Assets comprise cash, any investor in the Notes will be exposed to the credit risk of the Custodian and, if the security for the Notes is enforced, the balance of the Cash Deposit Account or, as the case may be, the cash balance of the Collateral Account will only be available to satisfy the liabilities of the Issuer to the extent that such amount is available to the Issuer as a general creditor of the Custodian.

### **Foreign Exchange Risk**

Collateral comprised in the Charged Assets may be denominated in a different currency from the Notes. If such Collateral is required to be realised (most likely if the Securities Lending Counterparty is in default), the Noteholders may be exposed to foreign exchange risk of the currency of the Collateral as against the currency of the Notes.

## CONTRACTUAL TERMS

The Notes have the terms as set out in this Contractual Terms section (the “**Terms**”), which will complete and modify the Registered Securities Base Conditions Module, September 2014 Edition (the “**Registered Securities Base Conditions Module**”) and the General Definitions Module, September 2014 Edition (the “**General Definitions Module**”), each of which is incorporated by reference into this Contractual Terms section (together, the “**Conditions**”) and any reference herein to a “Condition” shall be to a Condition of the Registered Securities Base Conditions Module. Unless otherwise defined herein, words and expressions defined in the Registered Securities Base Conditions Module, and the General Definitions Module (together the “**Modules**”) will bear the same meanings in these Terms.

- |     |                                 |  |
|-----|---------------------------------|--|
| 1.  | Issuer:                         | <p>VIS Finance SA</p> <p>Under the Securitisation Act 2004, the Issuer as a regulated entity within the meaning of articles 19 et seq. of the Securitisation Act 2004 is entitled to issue securities or shares to the public on an ongoing basis.</p> <p>The board of directors of the Issuer has created a separate compartment in respect of the Notes to which all the assets and liabilities relating to the Notes will be allocated. See paragraph 36 below.</p> |
| 2.  | Description of Securities:      | Notes  |
| 3.  | (a) Series Number:              | 2015-23  |
|     | (b) Tranche Number:             | 1  |
| 4.  | Governing Law:                  | English law  |
| 5.  | Currency of Issue:              | Euro (“ <b>EUR</b> ”)  |
| 6.  | Aggregate Nominal Amount:       | EUR 11,700,000   |
| 7.  | Issue Price:                    | 100 per cent. of the Aggregate Nominal Amount.   |
| 8.  | (a) Specified Denominations:    | EUR 10,000 and integral multiples of EUR 1,000 thereafter.   |
|     | (b) Calculation Amount:         | EUR 1,000 (and, for the avoidance of doubt, references to any amount payable in respect of a Note shall be construed as references to the amount payable per EUR 1,000 nominal principal amount of such Note).   |
| 9.  | (a) Issue Date:                 | 15 July 2015   |
|     | (b) Interest Commencement Date: | Issue Date   |
| 10. | Maturity Date:                  | 6 July 2016, subject to adjustment in accordance with the Business Day Convention.   |



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|-----|---|--|
| 11. | Interest Basis:                                       | Fixed Rate as provided in paragraph 17 below.  |
| 12. | Redemption/Payment Basis:                             | Redemption at par on the Maturity Date, subject as otherwise provided in the Conditions. |
| 13. | Change of Interest Basis or Redemption/Payment Basis: | Not Applicable   |
| 14. | Put/Call Options:                                     | Not Applicable   |
| 15. | Status of the Securities:                             | Secured limited recourse obligations of the Issuer secured as provided below.            |
| 16. | Method of distribution:                               | Non-syndicated   |

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

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|-----|--|---|
| 17. | Fixed Rate Security Provisions:  | Applicable  |
|     | (a) Rate(s) of Interest:   | 0.06 per cent. per annum payable in arrear.   |
|     | (b) Interest Payment Date(s):  | 6 October 2015, 6 January 2016, 6 April 2016 and 6 July 2016, subject in each case to adjustment in accordance with the Business Day Convention.  |
|     |  | <p>If an event resulting in the early redemption of the Notes (as described in Condition 8(b), Condition 8(c) (as amended by Additional Provision (1) below), Condition 8(e) or Condition 11) (an “<b>Early Redemption Event</b>”) occurs, no further interest will be calculated or accrue in respect of the Notes from the Interest Payment Date immediately preceding the date of such Early Redemption Event or, if none, the Issue Date and any failure to pay any such interest shall not constitute an Event of Default by the Issuer.</p> |
|     | (c) Fixed Day Count Fraction:  | 30/360 (provided that, for the purpose of determining the Fixed Day Count Fraction, no Interest Payment Date will be adjusted in accordance with the Business Day Convention and no relevant payment date will otherwise be adjusted in accordance with the Conditions)   |
|     | (d) Determination Date(s):   | Not Applicable  |
|     | (e) Other terms relating to the method of calculation of interest for Fixed Rate Securities: | Business Day Convention: Modified Following Business Day Convention   |
| 18. | Floating Rate Securities Provisions and Indexed Interest Securities:                         | Not Applicable  |

19. Zero Coupon Security Provisions: Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

20. Issuer Call: Not Applicable

21. Investor Put: Not Applicable

22. Final Redemption Amount: EUR 1,000 per Calculation Amount.

23. Early Redemption Amount and/or the method of calculating the same (if required or if different from that set out in Condition 8): The definition of Early Redemption Amount in the General Definitions Module shall be deleted and replaced as follows:

“**Early Redemption Amount**” means an amount (which may never be less than zero), calculated by the Calculation Agent equal to:

- (a) the Charged Assets Realisation Amount; less
- (b) the Swap Termination Amount (as defined in paragraph 30 below); less
- (c) the Securities Lending Agreement Termination Amount; less
- (d) (without duplication) all amounts due to any party who ranks in priority to the Noteholders in accordance with Condition 5 (*Application of Mortgaged Property*),

as apportioned *pro rata* amongst all the Notes.”.

“**Charged Assets Realisation Amount**” means the net proceeds of redemption of the Charged Assets and/or, as applicable, of enforcement of the Security Interests over or of realisation of the Charged Assets. If the amount realised in respect of the Charged Assets is not in the same currency as the currency in which the Notes are denominated then the Calculation Agent shall convert such amount into the currency in which the Notes are denominated at the prevailing spot foreign exchange rate and such amount so converted shall be the Charged Assets Realisation Amount.

“**Securities Lending Agreement Termination Amount**” means an amount equal to the amount (if any) payable by the Issuer to the Securities Lending Counterparty (expressed as a positive number) or an amount equal to the amount (if any) payable by the Securities Lending Counterparty to the Issuer (expressed as a negative number), in each case pursuant to the Securities Lending Agreement, being (i) in the

case of the termination of the Securities Lending Agreement by reason of an Event of Default (as defined therein), equal to the amount payable under paragraph 11 (*Consequences of an Event of Default*) of the Securities Lending Agreement (which takes into account certain costs of termination (as more particularly set out in the Securities Lending Agreement (the “**Costs of Termination**”)) unless Borrower is the Defaulting Party (as defined in the Securities Lending Agreement)); or (ii) in all other cases, equal to the Costs of Termination.

All amounts (save as mentioned below) relevant to the determination of the Early Redemption Amount shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. The costs associated with the realisation of the Charged Assets pursuant to Condition 4(d) shall (other than the costs of the Trustee) be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

24. Physical Delivery Securities: Not Applicable

## PROVISIONS RELATING TO SECURITY

25. Charged Assets:
- (i) An amount of Obligations equal to the Principal Held specified below shall comprise the Initial Charged Assets. If all or any part of the Initial Charged Assets are not delivered to the Issuer on the Issue Date and so Condition 4(c)(ii) applies, then the Dealer will deposit or procure the deposit of Cash Collateral into the Cash Deposit Account, which shall comprise the Charged Assets subject to and in accordance with Condition 4(c)(ii) until such time as the Initial Charged Assets are delivered to the Issuer (to be credited to the Custodian Account) on or prior to the Initial Delivery Cut-Off Date.

Notwithstanding anything to the contrary in the General Definitions Module:

“**Cash Collateral**” means, the cash amount (in any currency) delivered to the Issuer by the Dealer equal to the market value, as determined by the Dealer in its sole and absolute discretion, of all or any part of the Obligations not delivered to the Issuer on the Issue Date in accordance with the Dealer’s obligations under the Placing Agreement.

“**Obligations**” means:

Issuer: Federal Republic of Germany

ISIN: DE0001135309

Maturity: 4 July 2016

Principal Held: EUR 11,700,000 subject to proportionate adjustment by the Calculation Agent as a consequence of any further issue pursuant to Condition 21 or any purchase pursuant to Condition 9.

(ii) If any Obligations are borrowed by the Securities Lending Counterparty from the Issuer pursuant to the Securities Lending Agreement, any Collateral (as defined in the Securities Lending Agreement) delivered to or, as the case may be, deposited with the Issuer and standing to the credit of the relevant Custody Account (as defined in paragraph 33 below) shall comprise Charged Assets in respect of this Series of Notes until such time as Equivalent Collateral (as defined in the Securities Lending Agreement) is required to be repaid or delivered by the Issuer to the Securities Lending Counterparty pursuant to the Securities Lending Agreement and all references to Charged Assets in the Conditions (except to the extent otherwise modified by these Terms) shall be construed accordingly, save that if any Further Fungible Securities are to be issued pursuant to Condition 21, the additional Charged Assets to be provided by the Issuer as security therefor shall comprise securities which are equivalent to the Obligations only.

(iii) If upon termination of any Loan (as defined in the Securities Lending Agreement), the Securities Lending Counterparty elects to pay the Market Value (as defined in the Securities Lending Agreement) of Equivalent Securities (as defined in the Securities Lending Agreement) to the Issuer in lieu of delivery of Equivalent Securities, such amount so paid shall be credited to the Cash Deposit Account and shall comprise Charged Assets.

(iv) The Custodian has appointed the Frankfurt Sub-Custodian specified in paragraph 47 below as Sub-Custodian for the purpose of holding any Collateral transferred by the Securities Lending Counterparty to the Issuer pursuant to the Securities Lending Agreement if and to the extent that such transfer is subject to the Triparty Collateral Management Arrangement (as defined in Additional Provision (2) below). For such purpose, the Frankfurt Sub-Custodian has opened and will maintain the Collateral Account specified in paragraph 33 below and the Custodian has delegated to the Sub-Custodian such duties and powers as are, in the opinion of the Custodian, necessary or desirable in

connection with the Frankfurt Sub-Custodian holding Collateral in such Collateral Account. Save for such duties and powers delegated to the Frankfurt Sub-Custodian as aforesaid, the Custodian has appointed the London Sub-Custodian specified in paragraph 47 below as Sub-Custodian in relation to its holding of the Charged Assets pursuant to the Agency Agreement.

26. Transferor:
  - (a) Vendor: Not Applicable
  - (b) Dealer: Applicable
27. Substitution of Charged Assets: Not Applicable
28. Redeeming Charged Assets Proceeds Paid to Counterparty: Applicable. The proceeds of redemption of any Collateral comprised in the Charged Assets shall be paid by the Issuer to the Securities Lending Counterparty pursuant to the Securities Lending Agreement. The proceeds of redemption of any Obligations comprised in the Charged Assets shall be paid by the Issuer to the Counterparty pursuant to the Swap Agreement.
29. Further Issues: For the purpose of Condition 21, Nominal Value Basis applies.
30. Swap Agreements: Applicable
  - (a) Counterparty: UBS AG, London Branch
  - (b) Swap Agreement(s): A 2002 ISDA Master Agreement and Schedule thereto (in the form of the Swap Schedule Terms Module, July 2013 Edition) made between the Issuer and the Counterparty dated as of 15 July 2015, as supplemented by a confirmation thereunder in respect of a swap transaction in respect of the Notes (such transaction, the “**Swap Transaction**”) between the same parties as of the same date (together, the “**Swap Agreement**”). A *pro forma* of the confirmation in respect of the Swap Transaction is set out in Schedule 2 to this Series Prospectus.
  - (c) Counterparties’ rights to assign and/or to delegate its rights and obligations under the Swap Agreement(s): Not Applicable (other than as specified in paragraph (d) below).
  - (d) Counterparty Replacement Option (Condition 3(b)): Applicable both in respect of (i) the Counterparty and the Swap Agreement and (ii) the Securities Lending Counterparty and the Securities Lending Agreement. The Replacement Counterparty is

UBS Limited.

- (e) Swap Termination Amount (if any): The cost to the Counterparty (as a positive number) in relation to the termination of the Swap Transaction, or the benefit to the Counterparty (as a negative number) in relation to the termination of the Swap Transaction, including, but not limited to, any costs to the Counterparty (as a positive number) or the benefit to the Counterparty (as a negative number) in relation to the termination of any hedging transactions (including but not limited to funding transactions) entered into in connection with the Swap Transaction.

For the purpose of determining the cost or benefit in relation to the termination of each Swap Transaction (and for no other purpose), the Issuer shall be deemed to be obliged to pay to the Counterparty in respect of each Swap Transaction an amount on the Securities Lending End Date (as defined in the Securities Lending Agreement) equal to the Securities Lending Fee (as defined in the Securities Lending Agreement) which is deemed to be payable by the Securities Lending Counterparty for the purpose of determining the Costs of Termination thereunder.

The Swap Termination Amount shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

31. Security Ranking Basis: Counterparty Priority Basis. The definition of Counterparty Priority Basis in the General Definitions Module shall be deleted and replaced as follows in relation to this Series of Notes:

“**Counterparty Priority Basis**” means first, in meeting the claims of the Counterparty under the Swap Agreement and the Securities Lending Counterparty under the Securities Lending Agreement on a *pari passu* and *pro rata* basis and, thereafter, in meeting the claims of the Noteholders on a *pari passu* and *pro rata* basis.

32. Instructing Creditor: Counterparty only

33. Custodian Account details: The Custodian Account is Account ID DPC7 – VIS Finance SA Series 2015-23 at the Custodian linked to Euroclear account 10327 (or such other account as may be advised by the Custodian from time to time) and the Cash Deposit Account GB61DEUT40508175356085 and/or GB34DEUT40508175356086, as applicable (or such other account as may be advised by the Custodian from time to time). The Frankfurt Sub-Custodian has opened and will maintain with

Clearstream Banking, Luxembourg an account (as may be advised by the Custodian from time to time) (the “**Collateral Account**”).

Each of the Custodian Account, the Cash Deposit Account and the Collateral Account are referred to herein as a “**Custody Account**”.

### **Cash Deposit Account Interest**

The Cash Deposit Account maintained by the Custodian shall bear or charge interest at the rate agreed from time to time between the Issuer and the Custodian. The Custodian may from time to time vary the rate of interest specified above:

- (i) to such other rate of interest as may be agreed between the Issuer and the Custodian; or
- (ii) in the event of the Issuer and the Custodian failing to agree a rate of interest pursuant to (i) above, upon notice in writing by the Custodian to the Issuer to such rate of interest equal to the rate the Custodian would pay to an independent institutional customer on an overnight deposit of a similar size.

To the extent due, interest shall be credited to the relevant Cash Deposit Account in accordance with the Custodian’s usual procedures for crediting interest to such account which, where applicable, shall be no less frequently than quarterly.

On 5th June 2014, the European Central Bank announced that it would charge a negative rate of interest on bank deposits with the ECB (the “**ECB’s Deposit Rate**”). To the extent the ECB’s Deposit Rate from time to time results in the Custodian incurring costs or expenses as a result of maintaining the Cash Deposit Account on its behalf, the Issuer agrees to reimburse the Custodian in an amount equal to such additional costs or expenses reasonably incurred by the Custodian and that the Custodian may deduct from the balance of the Cash Deposit Account any amount equal to such costs and expenses reasonably incurred and payable from time to time by the Issuer in satisfaction of the Issuer’s obligation to pay such amounts and the Custodian acknowledges that any such claim in excess of the balance of the Cash Deposit Account shall be limited in the manner set out in Clause 32 of the Agency Terms Module.

- |     |                               |                |
|-----|-------------------------------|----------------|
| 34. | Counterparty Account details: | Not Applicable |
| 35. | Additional Charging Document: | Not Applicable |

## GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

- |     |   |  |
|-----|---|--|
| 36. | Separate Compartment:   | A separate compartment has been created by the board of directors of the Issuer in respect of the Notes (the “ <b>Compartment</b> ”). The Compartment is a separate part of the Issuer’s assets and liabilities. The Charged Assets (relating to the Notes) are exclusively available to satisfy the rights of the holders of the Notes (in accordance with the terms and conditions set out in this Series Prospectus) and the rights of the creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of the Compartment, as contemplated by article 23 of the articles of association of the Issuer. |
| 37. | Whether the Issuer is able to purchase any of the Securities pursuant to Condition 9 (Purchase):  | Applicable.  |
| 38. | Pre-closing Date:   | Not Applicable   |
| 39. | (a) Form of Securities:   | Registered Note represented by a Global Certificate and exchangeable for a Definitive Registered Note.   |
|     | (b) New Global Note:  | No   |
| 40. | Additional Financial Center(s) or other special provisions relating to Payment Days:  | Not Applicable   |
| 41. | Talons for future Coupons to be attached to definitive Securities in bearer form and dates on which such Talons mature):  | No   |
| 42. | Details relating to Partly Paid Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any rights of the Issuer to forfeit the Securities and interest due on late payment: | Not Applicable   |
| 43. | Credit Linked Securities Terms:   |  |
|     | (a) Single Name Credit Linked Securities Terms:   | Not Applicable   |
|     | (b) Linear Basket Credit Linked   | Not Applicable   |



Securities Terms:

44. Other terms: Applicable

**Additional Provision (1) – Charged Assets early redemption**

Condition 8(c) (*Charged Assets early redemption*) applies save that:

- (i) in the first paragraph thereof (commencing with the word “If” and ending with the words “and the Selling Agent” (and, for the avoidance of doubt, including sub-paragraph (i) to (v) thereof)),
  - (a) each reference to “Charged Assets” shall be deleted and replaced by “Relevant Obligations”;
  - (b) the word “amount” shall be inserted immediately after the word “other” in sub-paragraph (i); and
  - (c) no notice of a Relevant Obligations Early Redemption Event is required to be given to the Selling Agent; and
- (ii) in the penultimate line of sub-paragraph (iii) of the first paragraph, the words “60 days prior to the Trade Date” shall be deemed deleted and replaced with the words “60 days prior to 1 July 2015”.

For this purpose, “**Relevant Obligations**” means any unsubordinated debt obligations of the issuer of the Obligations or any successor issuer of the Obligations from time to time.

For the purposes of Condition 8(c), “**Relevant Obligations Terms and Conditions**” means, in respect of any Relevant Obligations, the terms and conditions thereof as at the time of the relevant occurrence or event with respect to such Relevant Obligations.

**Additional Provision (2) – Securities Lending**

In relation to this Series of Notes, the Issuer and UBS AG (in such capacity, the “**Securities Lending Counterparty**”) have entered into a securities lending agreement as evidenced by an International Securities Lending Association form of Global Master Securities Lending Agreement (January 2010 Version) and Schedule thereto together with a Securities Lending Confirmation,

each dated on or about the Issue Date of the Notes (the “**Securities Lending Agreement**”). In addition, the Frankfurt Sub-Custodian and the Securities Lending Counterparty have entered into Collateral Management Service Agreements with Clearstream Banking, Luxembourg (“**CBL**”) (in the case of the Frankfurt Sub-Custodian, as Collateral Receiver thereunder; and, in the case of the Securities Lending Counterparty, as Collateral Giver thereunder) (together, the “**CMSAs**”). Pursuant to the Securities Lending Agreement, the Securities Lending Counterparty has the right to determine at any time and from time to time in its sole and absolute discretion whether and the extent to which the Triparty Collateral Management Arrangement (as defined below) shall apply in relation to the provision of Collateral by the Securities Lending Counterparty under the Securities Lending Agreement.

Pursuant to the Securities Lending Agreement, the Securities Lending Counterparty has the right to borrow Obligations comprised in the Charged Assets from the Issuer and, if such right is exercised, has the obligation to deliver to or deposit Collateral with the Issuer (which Collateral shall comprise Charged Assets in respect of this Series of Notes – see paragraph 25 above), subject to and in accordance with the terms of the Securities Lending Agreement. The Trust Deed in respect of this Series of Notes provides for the automatic release of the Security Interests created over the Charged Assets to the extent that any Obligations or Equivalent Collateral (as defined in the Securities Lending Agreement) comprised in the Charged Assets are required to be delivered or repaid to the Securities Lending Counterparty. The Trustee is not responsible to ascertain whether any securities or cash delivered to or deposited with the Issuer by the Securities Lending Counterparty to be credited to the relevant Custody Account are acceptable forms of Collateral in accordance with the Securities Lending Agreement and shall have no liability whatsoever for any loss arising if any such securities or cash are not so acceptable. The Trustee has no responsibility to calculate the Market Value of any Securities, Equivalent Securities, Collateral or Equivalent Collateral and has no obligation to monitor withdrawals or deposits made to or from any Custody Account. Further, the Trustee shall have no obligation to monitor whether any default has occurred under the CMSAs or the Securities Lending Agreement and, unless it shall have received express notice to the contrary, the Trustee shall be entitled to assume that no default has occurred and that

each of the relevant transaction parties is observing and performing its obligations under such agreements. The Trustee shall have no obligation to exercise any applicable voting rights in relation to the Charged Assets. The Custodian is authorised and directed by the Issuer to make or arrange for deliveries and payments from, and to accept deliveries and payments to, or arrange for deliveries and payments to be accepted to, the relevant Custody Account in accordance with the instructions of the Securities Lending Counterparty and is not responsible to ascertain whether any such instructions are given in accordance with the terms of the Securities Lending Agreement and shall have no liability whatsoever for any loss arising if any such instructions are not so given in accordance with the Securities Lending Agreement.

Pursuant to the CMSAs, CBL will provide triparty collateral management services in relation to the Securities Lending Agreement including, without limitation, valuation of Collateral and Loaned Securities (as defined in the Securities Lending Agreement) and supervision of transfers of Collateral and Equivalent Collateral (as defined in the Securities Lending Agreement) (the “**Triparty Collateral Management Arrangement**”) if and to the extent that the Triparty Collateral Management Arrangement is determined by the Securities Lending Counterparty to be applicable to the Securities Lending Agreement.

All references in the Conditions to Swap Agreement and Counterparty shall be construed (except to the extent provided below or otherwise modified by or expressly stated in these Terms) as references to both the Swap Agreement and the Securities Lending Agreement and both the Counterparty and the Securities Lending Counterparty, respectively.

In relation to the foregoing paragraph:

- (a) the provisions thereof shall not apply to Condition 4(c)(ii)(D);
- (b) references in Condition 8(b) to Swap Agreement and Counterparty shall be construed as references to either Swap Agreement and the Counterparty or the Securities Lending Agreement and the Securities Lending Counterparty, respectively; provided that the termination of one or more Loans (as defined in the Securities Lending Agreement) but not the Securities Lending Agreement shall not

give rise to an Early Redemption Event.

### **Additional Provision (3) – Exercise of Rights**

Notwithstanding anything to the contrary in the Conditions or the Trust Deed, to the extent that the Charged Assets comprise Collateral (as defined in the Securities Lending Agreement) the Issuer will not, for as long as an Event of Default (as defined in the Securities Lending Agreement) has not occurred in respect of which the Securities Lending Counterparty is the Defaulting Party (as defined in the Securities Lending Agreement), exercise any rights in its capacity as holder of such Charged Assets unless directed to do so by the Securities Lending Counterparty and, if any such direction is given, only in accordance with such direction. In such circumstances, the Custodian has agreed to exercise such rights (at the cost of the Securities Lending Counterparty) in such manner as the Securities Lending Counterparty may direct.

### **Additional Provision (4) – Definitions**

The following additional definitions shall apply:

Notwithstanding anything to the contrary in the General Definitions Module, “**Business Day**” means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, New York and a day on which the Target2 System is open, and “**Payment Day**” shall have the same meaning as Business Day (defined above).

## **AGENTS AND OTHER PARTIES AND DISTRIBUTION**

- |     |                         |  |
|-----|-------------------------|--|
| 45. | Trustee:                | Deutsche Trustee Company Limited<br>Winchester House<br>1 Great Winchester Street<br>London EC2N 2DB<br>United Kingdom |
| 46. | Principal Paying Agent: | Deutsche Bank AG, London Branch<br>Winchester House<br>1 Great Winchester Street<br>London EC2N 2DB<br>United Kingdom  |
| 47. | Custodian:              | Deutsche Bank Luxembourg S.A.<br>2, boulevard Konrad Adenauer<br>L-1115 Luxembourg<br>Luxembourg                       |

Sub-Custodian(s):

Deutsche Bank AG  
Taunusanlage 12  
60325 Frankfurt am Main  
Germany  
(the “**Frankfurt Sub-Custodian**”)

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom  
(the “**London Sub-Custodian**”)

- |     |  |  |
|-----|--|--|
| 48. | Calculation Agent and Agent Bank:  | UBS AG, London Branch  |
| 49. | Selling Agent:   | UBS AG, London Branch  |
| 50. | Issuer’s Process Agent:  | As specified in the Trust Instrument   |
| 51. | Registrar:   | Deutsche Bank Luxembourg S.A.<br>2, boulevard Konrad Adenauer<br>L-1115 Luxembourg<br>Luxembourg |
| 52. | Transfer Agent:  | Deutsche Bank Luxembourg S.A.<br>2, boulevard Konrad Adenauer<br>L-1115 Luxembourg<br>Luxembourg |
| 53. | Additional Agent(s):   | Not Applicable   |
| 54. | (a) If syndicated, names and addressed of Managers and underwriting commitments: | Not Applicable   |
|     | (b) Date of Subscription Agreement:  | Not Applicable   |
|     | (c) Stabilising Manager(s) (if any):   | Not Applicable   |
| 55. | If non-syndicated, name and addresses of relevant Dealer:                        | UBS Limited of 1 Finsbury Avenue, London EC2M 2PP  |
| 56. | Net Settlement:  | Not Applicable   |
| 57. | Total commission and concession:   | Not Applicable   |
| 58. | U.S. Selling Restrictions:   | Reg. S Category 2; TEFRA Not Applicable  |
| 59. | Non exempt Offer:  | Not Applicable   |
| 60. | Additional selling restrictions:   | <b>Hong Kong</b>   |

Each purchaser has represented and agreed that

it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

## **Japan**

The Notes have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law no. 25 of 1948, as amended) (“**FIEL**”), accordingly no Notes shall be sold in Japan or held by Japanese investors, unless either (1) or (2) below apply:

- (1) Solicitation to Qualified Institutional Investors (“**QII**”) with the condition that transfer of the securities concerned is prohibited except when transferred to qualified institutional investors.
- (2) Solicitation to not more than 49 non-QII investors on the condition that (i) sale of the notes is conditional upon the holders of the notes agreeing not to transfer the Notes to transferees other than the sole transferee at one time as for resale, or (ii) The total number of the notes is less than 50 and the Notes will not be subdivided or re-issued in a smaller denomination.

## **Singapore**

This Series Prospectus and the Base Prospectus related to the VIS Finance SA Limited Recourse Secured Securities Programme have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Series Prospectus, the Base Prospectus related to the VIS Finance SA Limited Recourse Secured Securities Programme and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or

purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.

## **United States**

The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and may not

be offered, sold or otherwise transferred at any time within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulations S). The Notes may be offered, sold or otherwise transferred at any time only to persons that are Non-United States Persons (as defined by the Commodity Futures Trading Commission).

## **PURPOSE OF SERIES PROSPECTUS**

This Series Prospectus comprises the terms required for issue of the Notes described herein pursuant to the Limited Recourse Secured Securities Programme of VIS Finance SA.

## **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Series Prospectus.

Signed on behalf of VIS Finance SA, acting in respect of Compartment 2015-23.

By:.....

*Duly authorised*



## OTHER INFORMATION

1. **ADMISSION TO TRADING AND LISTING** The Issuer may at its option list the Notes on any stock exchange.
2. **RATINGS** The Notes have not been rated.
3. **OPERATIONAL INFORMATION**
  - (i) ISIN Code: XS1257881141
  - (ii) Common Code: 125788114
  - (iii) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): Not Applicable
  - (iv) Intended to be held in a manner which would allow Eurosystem eligibility: No

## SCHEDULE 1

### DESCRIPTION OF SECURITIES LENDING AGREEMENT

*The following description of the Securities Lending Agreement is qualified in its entirety by reference to the detailed provisions of the Securities Lending Agreement (which comprises the International Securities Lending Association Global Master Securities Lending Agreement (January 2010 Version) together with the Schedule thereto and the Securities Lending Confirmation entered into between the Issuer (referred to below as “**Lender**”) and the Securities Lending Counterparty (referred to below as “**Borrower**”). The following description is a summary of certain provisions of the Securities Lending Agreement and does not purport to be complete. Copies of the documents comprising the Securities Lending Agreement are available upon request and prospective investors in the Notes must read such documents for detailed information regarding the terms of the Securities Lending Agreement.*

#### 1. Loans of Securities

The securities (“**Securities**”) to which the Securities Lending Agreement relates are the Obligations (or any of them) comprised in the Charged Assets. Lender has granted Borrower the option at any time and from time to time to borrow Securities from Lender (a “**Loan**”). If Borrower borrows Securities from Lender, title to the relevant Securities (“**Loaned Securities**”) will be transferred to Borrower free from all liens, charges and encumbrances. For the avoidance of doubt, Borrower shall not be obliged to retain legal and/or beneficial ownership of any Loaned Securities and Borrower shall be free to deal with the Loaned Securities in any manner which it thinks fit including, without limitation, disposing of all or any of such Loaned Securities or any of its rights with respect thereto, to one or more third parties.

Borrower may terminate a Loan at any time and deliver Equivalent Securities or an amount equal to the Market Value (as defined below) of Equivalent Securities to Lender. For the purposes of the Securities Lending Agreement, “**Equivalent**” or “**equivalent to**” means, in relation to any Loaned Securities or Collateral, Securities or other property, of an identical type, nominal value, description and amount to particular Loaned Securities or Collateral (as the case may be) so provided or, in the case of redemption, a sum of money equivalent to the proceeds of the redemption.

#### 2. Collateral

If Borrower borrows Securities from Lender, Borrower is required to deliver to or deposit with Lender collateral (which will be credited to the Custodian Account or, as the case may be, Cash Deposit Account (or, if the Triparty Collateral Management Arrangement is applicable, the Collateral Account maintained by the Frankfurt Sub-Custodian) and will be comprised in the Charged Assets in respect of this Series of Notes of a type and with a value as more particularly described below (“**Collateral**”).

Collateral is required to be comprised of securities, financial instruments and deposits of currency as set out in the table below, subject to the following eligibility criteria:

- (i) the delivery or deposit of any such securities, financial instruments or cash to or with Lender, or by Lender to or with a third party, or the holding thereof by or on behalf of Lender would not require or cause Lender to assume, and would not subject Lender to, any obligation or liability (other than immaterial, non-payment obligations); and
- (ii) in the case of any security or financial instrument, it is not subject to an event of default (howsoever described) which is continuing on the relevant date of delivery.

The aggregate Market Value of the Collateral delivered to or deposited with Lender is required to be not less than the aggregate Market Value of Securities equivalent to the Loaned Securities

and the Margin. Acceptable Collateral in respect of the Securities Lending Agreement is set out in the table below and the applicable margin is set out in the table below under the heading “Margin” (“**Margin**”):

<b>Collateral type</b>	<b>Moody’s rating</b>	<b>S&amp;P or Fitch rating</b>	<b>Margin</b>
Government Bonds	AAA to Baa3	AAA to BBB-	102%
	Ba1 and below or unrated	BB+ and below or unrated	105%
Bonds other than Government Bonds	Aaa to Aa3	AAA to AA-	102%
	A1 to A3	A+ to A-	105%
	Baa1 to Baa3	BBB+ to BBB-	107%
	Ba1 to Ba3	BB+ to BB-	110%
	B1 to B3	B+ to B-	115%
	Caa1 and below or unrated	CCC+ and below or unrated	115%
Commercial Paper	Not applicable	Not applicable	105%
Equity instruments	Not applicable	Not applicable	105%
Cash in an Acceptable Currency	Not applicable	Not applicable	100%

Where a security has a rating by one or more of the above rating agencies in respect of which the applicable Margin is different from the Margin applicable to the rating of such security by another or each other of the above rating agencies, the lower or, as the case may be, the lowest such Margin shall apply.

“**Acceptable Currency**” means the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

“**Calculation Agent**” means Borrower who, whenever it is required to make a determination or exercise judgement in any other way in its capacity as Calculation Agent, will act in good faith and in a commercially reasonable manner, *provided that*, where Borrower has determined in its sole and absolute discretion that the Triparty Collateral Management Arrangement is applicable, the “Calculation Agent” shall be CBL acting in accordance with the terms of the Triparty Collateral Management Arrangement.

“**CBL**” means Clearstream Banking SA, acting in its capacity as the collateral management and valuation services provider pursuant to the terms of the CMSA.

**“Market Value”** means:

- (a) in relation to the valuation of Securities, Equivalent Securities, Collateral or Equivalent Collateral (other than Collateral in the form of cash (**“Cash Collateral”**)):
  - (i) such price as is equal to the market quotation for the mid price of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service reasonably chosen in good faith by the Calculation Agent; or
  - (ii) if unavailable the market value thereof as derived from the mid price or rate bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Calculation Agent,  
  
in each case at close of business on the previous Business Day, or the latest available price if in the reasonable opinion of the Calculation Agent there has been an exceptional movement in the price of the asset in question since such time, plus (in each case):
  - (iii) the aggregate amount of Income which has accrued but not yet been paid in respect of the Securities, Equivalent Securities, Collateral or Equivalent Collateral concerned to the extent not included in such price,

provided that in certain exceptional circumstances the price of Securities, Equivalent Securities, Collateral or Equivalent Collateral will be based on quotations obtained by the Calculation Agent from leading dealers selected by the Calculation Agent in good faith; and

- (b) in relation to Cash Collateral the amount of the currency concerned.

Borrower may from time to time, or shall if an event of default (howsoever described) occurs with respect to any Collateral (**“Defaulted Collateral”**) within five days of Borrower becoming aware of the same, call for repayment of Cash Collateral or the delivery of Collateral equivalent to any Collateral (or, as the case may be, equivalent to the relevant Defaulted Collateral) delivered to Lender prior to the date on which the same would otherwise have been repayable or deliverable provided that at or prior to the time of such repayment or delivery Borrower shall have delivered Collateral having a Market Value equal to the substituted Collateral and Borrower is in compliance with the provisions described in paragraph 3 (*Marking to Market of Collateral*) below.

Notwithstanding the foregoing, where Borrower has determined in its sole and absolute discretion that the Triparty Collateral Management Arrangement is applicable, this provision shall not apply and the Calculation Agent shall determine the “Market Value” for the purposes of the Securities Lending Agreement in accordance with the terms of the Triparty Collateral Management Arrangement.

**“Securities Lending End Date”** means the day which is three Business Days prior to the Maturity Date.

**“Triparty Collateral Management Arrangement”** means the triparty collateral management and valuation services provided by CBL pursuant to a collateral management services agreement entered into between CBL and Deutsche Bank AG (as Collateral Receiver) dated 9 May 2014 (the **“Collateral Receiver CMSA”**) and a collateral management services agreement entered into between CBL and UBS AG, London Branch (as Collateral Giver) dated 18 October 2013 (the **“Collateral Giver CMSA”** and, together with the Collateral Receiver CMSA, the **“CMSA”**).

For the purposes of the Triparty Collateral Management Arrangement, Borrower shall have the right in its sole and absolute discretion to determine at any time and from time to time whether

and the extent to which the Triparty Collateral Management Arrangement shall apply in relation to the provision of Collateral by Borrower under the Securities Lending Agreement. If and to the extent that Borrower determines that the Triparty Collateral Management Arrangement shall so apply, Borrower shall determine in its sole and absolute discretion the proportion of any Loan thereunder which shall, or shall not, be subject to the Triparty Collateral Management Arrangement and may make adjustments to the amount of Loaned Securities which shall be taken into account for the purpose of determining the Market Value of the Collateral to be subject to, or not subject to, the Triparty Collateral Management Arrangement (and Borrower shall be authorised to make any other adjustments in relation thereto which it determines in its sole and absolute discretion to be necessary). Accordingly, each reference to Borrower determining whether the Triparty Collateral Management Arrangement is applicable shall be construed so as to give effect to the foregoing.

### 3. **Marking to Market of Collateral**

The aggregate Market Value of the Collateral delivered to or deposited with Lender (excluding any Equivalent Collateral repaid or delivered to Borrower) ("**Posted Collateral**") in respect of all Loans outstanding under the Securities Lending Agreement is required to be not less than the aggregate of the Market Value of Securities equivalent to the Loaned Securities and the applicable Margin (the "**Required Collateral Value**") in respect of such Loans.

If at any time on any Business Day the aggregate Market Value of the Posted Collateral in respect of all Loans outstanding under the Securities Lending Agreement together with: (i) all amounts due and payable by Lender under the Securities Lending Agreement but which are unpaid; and (ii) if the date for payment of Income (the "**Income Record Date**") has occurred in respect of any Collateral other than Cash Collateral ("**Non-Cash Collateral**"), the amount or Market Value of Income payable in respect of such Non-Cash Collateral exceeds the aggregate of the Required Collateral Values in respect of such Loans together with: (i) all amounts due and payable by Borrower under the Securities Lending Agreement but which are unpaid; and (ii) if the Income Record Date has occurred in respect of any Securities equivalent to Loaned Securities, the amount or Market Value of Income payable in respect of such Equivalent Securities, Lender is required (on demand) to repay and/or deliver, as the case may be, to Borrower such Equivalent Collateral as will eliminate the excess.

If at any time on any Business Day the aggregate Market Value of the Posted Collateral in respect of all Loans outstanding under the Securities Lending Agreement together with: (i) all amounts due and payable by the Lender under the Securities Lending Agreement but which are unpaid; and (ii) if the Income Record Date has occurred in respect of any Non-Cash Collateral, the amount or Market Value of Income payable in respect of such Non-Cash Collateral falls below the aggregate of Required Collateral Values in respect of all such Loans together with: (i) all amounts due and payable by Borrower under the Securities Lending Agreement but which are unpaid; and (ii) if the Income Record Date has occurred in respect of Securities equivalent to any Loaned Securities, the amount or Market Value of Income payable in respect of such Equivalent Securities, Borrower is required to provide such further Collateral to Lender as will eliminate the deficiency.

Where Borrower has determined in its sole and absolute discretion that the Triparty Collateral Management Arrangement is applicable, CBL as Calculation Agent shall provide the determinations in respect of the marking to market of Collateral in accordance with the Triparty Collateral Management Arrangement (which shall apply to the marking to market of the Collateral).

### 4. **Manufactured payments**

Where the term of a Loan extends over an Income Record Date in respect of any Loaned Securities, Borrower is required, on the date such Income is paid, to pay or deliver to Lender a sum of money or property equivalent to (and in the same currency as) the type and amount of

such Income that would be received by Lender in respect of such Loaned Securities assuming such Securities were not loaned to Borrower and were retained by Lender on the Income Record Date.

Where Non-Cash Collateral is delivered by Borrower to Lender and an Income Record Date in respect of such Non-Cash Collateral occurs before Equivalent Collateral is delivered by Lender to Borrower, Lender is required, on the date such Income is paid, to pay or deliver to Borrower a sum of money or property equivalent to (and in the same currency as) the type and amount of such Income that would be received by Lender in respect of such Non-Cash Collateral assuming Lender: (a) retained the Non-Cash Collateral on the Income Record Date; and (b) is not entitled to any credit, benefit or other relief in respect of tax under any applicable law.

**“Income”** means any interest, dividends or other distributions of any kind whatsoever with respect to any Securities or Collateral.

#### 5. **Securities Lending Fee**

No Securities Lending Fee is actually payable by Borrower to Lender but, for the purpose of determining the Costs of Termination, the Securities Lending Fee is deemed to be payable by Borrower to Lender on the Securities Lending End Date.

#### 6. **Exercise of voting rights**

Where any voting rights fall to be exercised in relation to any Loaned Securities or Collateral, neither Borrower, in the case of Equivalent Securities, nor Lender, in the case of Equivalent Collateral, shall have any obligation to arrange for voting rights of that kind to be exercised in accordance with the instructions of the other party in relation to the Securities borrowed by it or transferred to it by way of Collateral, as the case may be, unless otherwise agreed between the parties. Lender and Borrower have agreed that to the extent that the Charged Assets comprise Collateral Lender will not, for as long as an Event of Default (as defined in the Securities Lending Agreement) has not occurred in respect of which Borrower is the Defaulting Party (as defined in the Securities Lending Agreement), exercise any rights in its capacity as holder of such Charged Assets unless directed to do so by Borrower and, if any such direction is given, only in accordance with such direction. Under no circumstances shall the Trustee be obliged to exercise any such voting rights.

#### 7. **Interest on Cash Collateral**

Where Cash Collateral is delivered to Lender, Lender is required to pay to Borrower interest thereon calculated in the same manner as interest is calculated in respect of Lender's Cash Deposit Account, and accrued interest shall be payable to Borrower on or as soon as reasonably practicable after each date on which interest is credited to Lender's Cash Deposit Account. If, by reason of the ECB's Deposit Rate being negative, the Custodian makes a deduction from the Cash Deposit Account in accordance with the Agency Agreement, then the amount of Cash Collateral delivered to Lender shall be reduced so as to be equal to the balance of the Cash Deposit Account resulting from such deduction.

#### 8. **Events of Default**

The events of default applicable to the parties to the Securities Lending Agreement (the relevant defaulting party being the **“Defaulting Party”** and the other party being the **“Non-Defaulting Party”**) and such event being **“Events of Default”**) are set out in the Securities Lending Agreement and include failure to make a payment or delivery when due or to perform any other obligation under the Securities Lending Agreement (in each case, subject to certain grace periods), the occurrence of certain insolvency events and breach of warranty. The occurrence of an Event of Default in respect of the Notes is also an Event of Default with respect to which Lender is the Defaulting Party.

If an Event of Default occurs the parties' delivery and payment obligations (and any other obligations they have under the Securities Lending Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the "**Termination Date**") so that performance of such delivery and payment obligations shall be effected only in accordance with the following provisions:

- (a) The Default Market Value of the Equivalent Securities and Equivalent Non-Cash Collateral to be delivered and the amount of any Cash Collateral (including sums accrued) to be repaid and any other cash (including interest accrued) to be paid by each party are required to be established by the Non-Defaulting Party and deemed as at the Termination Date.
- (b) On the basis of the sums so established, an account is required to be taken (as at the Termination Date) of what is due from each party to the other under the Securities Lending Agreement (on the basis that each party's claim against the other in respect of delivery of Equivalent Securities or Equivalent Non-Cash Collateral equal to the Default Market Value thereof) and the sums due from one party shall be set off against the sums due from the other and only the balance of the account shall be payable (by the party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the next following Business Day after such account has been taken and such sums have been set off in accordance with this paragraph. For the purposes of this calculation, any sum not denominated in Euro shall be converted into Euro. Any additional payment due on termination (as described under paragraph 9 (*Termination – Costs of Termination*) below) shall be subject to set-off as described in paragraph (b) above.

The Securities Lending Agreement sets out a detailed methodology for determining the market value of Equivalent Securities and Equivalent Non-Cash Collateral following the occurrence of an Event of Default (the "**Default Market Value**").

## 9. **Termination**

The following provisions apply in relation to the termination of the Securities Lending Agreement and/or any Loan thereunder:

### **Termination on the Securities Lending End Date**

The Securities Lending Agreement will terminate, unless otherwise terminated in full and subject as otherwise provided in the Securities Lending Agreement, on the Securities Lending End Date (but without prejudice to the respective rights, obligations and remedies of Lender and Borrower in respect of any Loan outstanding at such time and save in respect of any antecedent breach whether or not known at such date).

### **Termination following purchase of the Notes or the Notes becoming due and repayable**

If at any time all the Notes fall due and payable in full prior to their Maturity Date for any reason unless an Event of Default has occurred (in which case, see paragraph 8 (*Events of Default*) above) or if Lender notifies Borrower of an intention to purchase all of the Notes pursuant to Condition 9, Borrower is required, if any Loan is outstanding under the Securities Lending Agreement, as soon as reasonably practicable after having become aware of the same, to terminate all outstanding Loans.

If at any time all the Notes fall due and payable in part only or only some of the Notes fall due and payable prior to the Maturity Date, in each case for whatever reason, or if Lender notifies Borrower of an intention to purchase only some of the Notes pursuant to Condition 9, Borrower is required, if any Loan is outstanding under the Securities Lending Agreement as soon as reasonably practicable after having become aware of the same, to terminate each outstanding

Loan in a proportion corresponding to at least the proportion which the principal amount of Notes to be redeemed or repurchased bears to the principal amount of all the Notes immediately prior to such redemption or repurchase, as determined by Borrower.

#### **Termination following an Event of Default (in the absence of any outstanding Loan)**

If no Loan is outstanding under the Securities Lending Agreement and if an Event of Default occurs, the Securities Lending Agreement shall immediately terminate (but without prejudice to the respective rights, obligations and remedies of Borrower and Lender in respect of antecedent breach of the Securities Lending Agreement whether or not known as at such date).

#### **Termination following a Tax Event**

If a Withholding Event occurs or if Lender (or the Trustee on behalf of Lender) notifies Borrower (or Borrower notifies Lender) that:

- (i) any action taken by a taxing authority or brought in a competent jurisdiction (regardless of whether such action is taken or brought with respect to Borrower or to Lender); or
- (ii) a change in the fiscal or regulatory requirements (including but not limited to a change in law or in the general interpretation of law but excluding any change in any rate of Tax)

has or will, in the notifying party's reasonable opinion, have a material adverse effect on that party in the context of a Loan (an "**Adverse Tax Event**"), either party (in the case of a Withholding Event) or the notifying party (in the case of an Adverse Tax Event) may by notice to the other party in writing (such written notice, a "**Tax Event Termination Notice**") terminate any Loan affected by such Withholding Event or (as the case may be) Adverse Tax Event with effect from the date specified in such Tax Event Termination Notice (not being earlier than 14 Business Days after the date on which such Tax Event Termination Notice is given and no later than two Business Days prior to the Securities Lending End Date) by nominating that date as the termination date in respect of that Loan.

#### **Costs of Termination**

If as a result of the termination of any Loan pursuant to any of the above paragraphs headed *Termination following purchase of the Notes or the Notes becoming due and repayable*, *Termination following an Event of Default (in the absence of any outstanding Loan)* or *Termination following Tax Event* or the termination of the Securities Lending Agreement (other than by reason of the occurrence of an Event of Default where Borrower is the Defaulting Party) pursuant to paragraph 8 (*Events of Default*) above a party (the "**first party**") incurs any loss or expense in entering into replacement transactions or replacing or unwinding any hedging transactions, the other party shall be required to pay to the first party the amount determined by the first party in good faith to be equal to the loss or expense incurred in connection with such replacement transactions or such replacement or unwinding (including all fees, costs and other expenses) less the amount of any profit or gain made by that party in connection with such replacement transactions or such replacement or unwinding; provided that if that calculation results in a negative number, an amount equal to the absolute value of that number shall be payable by the first party to the other party. If an Event of Default has occurred where Lender is the Defaulting Party, the amount due from one party to the other as described above shall be subject to set-off as described in paragraph 8 (*Events of Default*) above.

For the purpose of determining the costs of termination in accordance with the foregoing paragraph (and for no other purpose) a Securities Lending Fee shall be deemed to be payable by Borrower on the Securities Lending End Date.

**"Securities Lending Fee"** means an amount equal to:



$\text{Nominal} \times \text{Fee Rate} \times \text{Day Count Fraction}$ ;

**“Nominal”** means EUR 11,700,000 (provided that if any Notes are purchased or cancelled or if there is a further issue which is consolidated with and forms a part of the Notes, the Nominal will be adjusted proportionately);

**“Fee Rate”** means 0.40 per cent. per annum; and

**“Day Count Fraction”** means a fraction the numerator of which is the number of days from and including the Issue Date to but excluding the Securities Lending End Date, and the denominator of which is 360.

#### 10. **Assignment**

Neither party to the Securities Lending Agreement is permitted to charge, assign or otherwise deal with all or any of its rights or obligations without the prior consent of the other party, subject to certain limited exceptions.

However, Borrower has agreed and consented to the assignment by way of security by Lender of all of the Lender’s rights under the Securities Lending Agreement (for the avoidance of doubt, without prejudice to, and after giving effect to, any contractual netting or set-off provision contained in the Securities Lending Agreement) to the Trustee in accordance with the terms of the Trust Instrument. Furthermore, Borrower is entitled at any time to transfer all of its rights, liabilities, duties and obligations in respect of the Securities Lending Agreement to the Replacement Securities Lending Counterparty (as defined in the Conditions, subject as provided in Additional Provision (2) of the Notes).

## SCHEDULE 2

### **PRO FORMA CONFIRMATION IN RESPECT OF SWAP TRANSACTION**

UBS AG, London Branch  
1 Finsbury Avenue  
London EC2M 2PP  
(**"UBS"**)

VIS Finance SA  
2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg  
(**"VIS"**)

Fax no.: +352 421 22 718  
Attention: The Directors

15 July 2015

Dear Sirs

The purpose of this letter agreement is to set out the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below (the **"Swap Transaction"**). This letter agreement constitutes a **"Confirmation"** as referred to in the Agreement (as defined below).

Words and expressions used, but not otherwise defined herein, shall have the same meaning ascribed to them (or incorporated by reference) in the Terms of the VIS Series 2015-23 EUR 11,700,000 Collateralised Notes linked to Bunds due 2016 (the **"Notes"**).

The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will prevail.

#### 1. **Swap Agreement**

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 15 July 2015 (as the same may be amended or supplemented from time to time, the **"Agreement"**) entered into between UBS and VIS by their execution of the Trust Instrument dated 15 July 2015 between them and certain other persons for purposes including constituting and prescribing the Conditions of the Notes. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

#### 2. **Terms of Swap Transaction**

The terms of the particular Swap Transaction to which this Confirmation relates are as follows:-

Trade Date: Issue Date.

Effective Date: Issue Date.

Termination Date:

Maturity Date.

Calculation Agent:

UBS.

Business Days:

The Business Days applicable to the Notes shall apply.

### Fixed Payments

Fixed Rate I Payer :

VIS.

Fixed Amounts I:

All amounts (other than redemption amounts) payable to VIS or which would be payable to VIS if it were the holder thereof in respect of the Obligations. For the avoidance of doubt, if any such amounts received or which would be received by VIS are subject to withholding or deduction for or on account of any tax so that VIS receives or would receive a net amount, VIS shall be obliged to pay to UBS in respect of such distribution only such net amount.

Fixed Rate I Payer Payment Dates:

Each date an amount is due under the terms of the Obligations.

Furthermore, if the Obligations are not delivered on the Issue Date, then until such time as the Obligations are delivered to VIS pursuant to Condition 4(c)(ii), VIS shall pay to UBS amounts equal to any amounts of interest earned on the Cash Deposit Account as contemplated by Condition 4(c)(ii)(D).

Fixed Rate II Payer:

UBS.

Fixed Rate II Payer Payment Dates:

One Business Day prior to each Interest Payment Date under the Notes.

Fixed Amounts II:

With respect to each Fixed Rate II Payer Payment Date, an amount equal to the aggregate of the Interest Amounts payable by VIS in respect of the Notes on the Interest Payment Date falling one Business Day after such Fixed Rate II Payer Payment Date.

### Final Exchange

UBS Final Exchange Amount:

An amount equal to the Final Redemption Amount payable pursuant to the Terms and Conditions of the Notes on the Maturity Date falling immediately after such Final Exchange Date.

VIS Final Exchange Amount:

On the Final Exchange Date, VIS shall transfer all of the Charged Assets at such time (or an amount equal to the redemption proceeds

thereof) to UBS.

Final Exchange Date:

One Business Day prior to the Termination Date.

3. **Other Provisions**

Section 6(e) of the Agreement shall not apply. If an Early Termination Date occurs, the amount payable in respect of the Early Termination Date with respect to this Swap Transaction shall be the Swap Termination Amount (as defined in, and determined in accordance with, the Terms of the Notes). If the Swap Termination Amount is a positive number it shall be payable by VIS to UBS and if the Swap Termination Amount is a negative number, the absolute value of such negative number shall be payable by UBS to VIS.

4. **Account Details**

Payments/Deliveries to UBS: to be advised

Payments/Deliveries to VIS: to be advised

Please confirm that the foregoing correctly sets out the terms of our agreement by executing two copies of this Confirmation and returning one duly executed copy to us at your earliest convenience.

Yours sincerely

**UBS AG, LONDON BRANCH**

By: .....  
Authorised Signatory

By: .....  
Authorised Signatory

Accepted and confirmed as  
of the date written above:

**VIS FINANCE SA**

2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
R.C.S. Luxembourg B.166.336  
acting in respect of Compartment 2015-23

By: .....  
Authorised Signatory

By: .....  
Authorised Signatory

## DESCRIPTION OF THE CHARGED ASSETS

The following information has been produced on the basis of information available to the Issuer from public sources. Such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading. The issuer of the Charged Assets does not accept any responsibility or liability for the accuracy or completeness of the information set out below. The following information and other information contained in these Listing Particulars relating to the Charged Assets is a summary only of certain terms and conditions.

Charged Assets:	EUR 11,700,000 principal amount of Fixed Rate Notes due 4 July 2016 (ISIN: DE0001135309)
Issuer of the Charged Assets:	Federal Republic of Germany
Registered Office:	Deutsche Bundesbank, Postfach 10 06 02, 60006 Frankfurt am Main, Federal Republic of Germany
Country of Incorporation:	Federal Republic of Germany
Description of business/principal activities:	Sovereign
Method of Origination:	The Charged Assets were issued by auction through the Auction Group Bund Issues ( <i>Bietergruppe Bundesemissionen</i> )
Listing:	The Charged Assets are admitted to trading on the regulated market of the Frankfurt Stock Exchange
Governing Law:	German Law

## **GENERAL INFORMATION**

### **1. Authorisation**

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue of the Securities. The issue of the Securities was duly authorised by a resolution of the board of directors of the Issuer dated 7 July 2015.

### **2. Interests of Natural and Legal Persons in the Issue**

So far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer.

### **3. Significant or Material Change**

There has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer since 31 December 2014.

### **4. Litigation**

There are no legal, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the financial position of the Issuer.

### **5. Documents On Display**

For so long as the Securities remain admitted to trading on the Irish Stock Exchange, copies of the following documents be available in physical form during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer:

- (a) the Articles of Association of the Issuer;
- (b) the audited annual accounts of the Issuer for the financial year ending on 31 December 2013;
- (c) the audited annual accounts of the Issuer for the financial year ending on 31 December 2014;
- (d) the Trust Instrument relating to the Securities (and the documents incorporated therein, including, inter alia, the Agency Agreement, the Swap Agreement, the Securities Lending Agreement and the Sale Agreement);
- (e) the Base Listing Particulars;
- (f) these Listing Particulars and the documents incorporated by reference herein.

### **6. Post Issuance Reporting**

The Issuer does not intend to provide post-issuance information in relation to the Securities.

### **7. Estimated Total Expenses**

The Arranger has agreed to take responsibility for the expenses relating to the admission to trading and therefore the cost of such expenses to the Issuer is nil.

## 8. Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Securities and is not itself seeking listing of the Securities to the Official List of the Irish Stock Exchange or admission to trading on the Global Exchange Market of the Irish Stock Exchange.

## 9. Directors of the Issuer

The directors of the Issuer are as follows:

<i>Director</i>	<i>principal outside activities</i>
Mr Graeme Jenkins	employee of Deutsche Bank Luxembourg S.A.
Mr Kailash Ramassur	employee of Deutsche Bank Luxembourg S.A.
Ms Nahima Bared	employee of Deutsche Bank Luxembourg S.A.

The business address of Mr Jenkins, Mr Ramassur and Ms Bared is at 2, boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg.

Each of Mr Jenkins, Mr Ramassur and Ms Bared (as directors of the Issuer) confirm that there is no conflict of interest between their duties as director of the Issuer and their principal and/or other outside activities.

## **REGISTERED OFFICE OF THE ISSUER**

2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg

## **ARRANGER**

**UBS Limited**  
1 Finsbury Avenue  
London EC2M 2PP

## **TRUSTEE**

### **Deutsche Trustee Company Limited**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

## **TRANSFER AGENT, REGISTRAR AND CUSTODIAN**

**Deutsche Bank Luxembourg S.A.**  
2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg

## **PRINCIPAL PAYING AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

## **CALCULATION AGENT**

**UBS AG, London Branch**  
1 Finsbury Avenue  
London EC2M 2PP

## **LEGAL ADVISERS**

To the Arranger as to English law:

**Simmons & Simmons LLP**  
CityPoint  
One Ropemaker Street  
London EC2Y 9SS

To the Arranger as to Luxembourg law:

**Allen & Overy Luxembourg**  
33 avenue J.F. Kennedy  
L-1855 Luxembourg  
Luxembourg

## **IRISH LISTING AGENT**

**Arthur Cox Listing Services Limited**  
Earlsfort Centre  
Earlsfort Terrace  
Dublin 2  
Ireland