

Not for distribution in the United States of America



alstria office REIT-AG

(incorporated in Germany as a stock corporation)

EUR 500,000,000 2.125% Fixed Rate Notes due 2023

alstria office REIT-AG, Hamburg, Germany (the "**Issuer**" or the "**Company**", and together with its fully consolidated subsidiaries, the "**Group**", "**alstria**" or the "**alstria Group**") will issue on 12 April 2016 EUR 500,000,000 2.125% Fixed Rate Notes due 2023 (the "**Notes**"). The Notes will bear interest at a rate of 2.125% per year, payable annually in arrears on 12 April and commencing on 12 April 2017. The Notes are governed by the laws of the Federal Republic of Germany ("**Germany**") and will be issued in a denomination of EUR 100,000.

Unless previously redeemed or purchased and cancelled in accordance with the terms and conditions of the Notes ("**Terms and Conditions**"), the Notes will be redeemed at par on 12 April 2023 (the "**Maturity Date**").

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market. The Luxembourg Stock Exchange's Regulated Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments, as amended.

Joint Bookrunners

J.P. Morgan

**Société Générale
Corporate &
Investment Banking**

UBS Investment Bank

UniCredit Bank

NOTICE

This prospectus (the "**Prospectus**") should be read and construed with any supplement thereto and with any documents incorporated by reference in relation to the Notes.

This Prospectus is being furnished by J.P. Morgan Securities plc ("**J.P. Morgan**"), Société Générale, UBS Limited ("**UBS**"), and UniCredit Bank AG ("**UniCredit**") (together, the "**Joint Bookrunners**") solely for the purpose of enabling prospective investors to consider the purchase of the Notes described herein. The information contained in this Prospectus has been provided by alstria and other sources identified herein. To the fullest extent permitted by law, no representation or warranty is made or implied by the Joint Bookrunners or any of their affiliates, and neither the Joint Bookrunners nor any of their affiliates make any representation or warranty or accept any responsibility, as to the accuracy or completeness of the information contained in this Prospectus or for any statement purported to be made by or on behalf of the Joint Bookrunners. Investors in the Notes must rely only on the information contained in this Prospectus.

No person has been authorized to give any information or to make any representation concerning alstria or the Notes (other than as contained in this Prospectus) and, if given or made, any such other information or representation should not be relied upon as having been authorized by alstria or the Joint Bookrunners. In making an investment decision, investors must rely on their own examination of the Issuer, and the terms of the offering, including the merits and risks involved. Any decision to purchase Notes should be based solely on this Prospectus.

The Issuer has confirmed to the Joint Bookrunners that this Prospectus is true and accurate in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuer the omission of which would make this Prospectus as a whole or any statement herein or opinions or intentions expressed herein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing.

To the fullest extent permitted by law, the Joint Bookrunners do not accept any responsibility for the contents of this Prospectus or for any other statements made or purported to be made by the Joint Bookrunners or on their behalf in connection with the Issuer or the Notes. The Joint Bookrunners accordingly disclaim all and any liability whether arising in tort or contract or otherwise which they might otherwise have in respect of this Prospectus or any such statement.

The Joint Bookrunners are acting exclusively for the Issuer and no one else in connection with the offering of the Notes. The Joint Bookrunners will not regard any other person (whether or not a recipient of this Prospectus) as their client in relation to the offering of the Notes and will not be responsible to anyone other than the Issuer for providing the protections afforded to their client or for giving advice in relation to the offering or any transaction or arrangement referred to herein.

Neither the delivery of this Prospectus nor the offering, sale or delivery of the Notes shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date upon which this Prospectus has been published or most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or, as the case may be, the date upon which this Prospectus has been most recently supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference or that any other information supplied in connection with the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

None of the Issuer or the Joint Bookrunners, or any of their respective representatives, is making any representation to any offeree or purchaser of the Notes regarding the legality of an investment in the Notes by such offeree or purchaser under the laws applicable to such offeree or purchaser. Prospective investors should not construe anything in this Prospectus as legal, tax, business or financial advice. Each investor should consult with his or her own advisors as to the legal, tax, business, financial and related aspects of a purchase of the Notes.

On issue, the Notes are expected to be rated BBB by S&P Credit Market Services Europe Ltd. ("**S&P**"). At the date of this Prospectus, the Issuer has a long-term corporate rating of BBB assigned by S&P. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension,

change or withdrawal at any time by the assigning rating agency. At the date of this Prospectus, S&P is established in the European Union, registered under Regulation (EC) no. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

The Notes will initially be represented by a temporary global bearer note (the "**Temporary Global Note**"), without interest coupons. The Notes are issued in new global note ("**NGN**") form and will be delivered on or around the issue date (the "**Issue Date**") to a common safekeeper ("**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme*, Luxembourg ("**CBL**", and together with Euroclear, the "**Clearing System**"). The Temporary Global Note will be exchangeable in whole or in part for a permanent global bearer note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**") without interest coupons, not earlier than 40 days after the Issue Date, upon certification as to non-U.S. beneficial ownership. The Global Notes are intended to be eligible collateral for Eurosystems monetary policy. Whether NGNs are recognisable as eligible collateral for Eurosystem monetary policy and intra-day credit operations will depend upon satisfaction of the Eurosystem eligibility criteria.

Prospective investors should be aware that an investment in the Notes involves risks and that certain risks, in particular those described under "Risk Factors", occur, the investors may lose all or a very substantial part of their investment.

This Prospectus has been prepared on the basis that all offers of the Notes will be made pursuant to an exemption under European Union Directive 2003/71/EC, as amended ("**Prospectus Directive**"), from the requirement to produce a prospectus in connection with offers of the Notes and is thus, for the purposes of the offering of the Notes, not a prospectus within the meaning of the Prospectus Directive. Accordingly, any person making or intending to make any offer within the European Economic Area ("**EEA**") of the Notes which are the subject of the offering contemplated in this Prospectus should only do so in circumstances in which no obligation arises for the Issuer or the Joint Bookrunners to produce a prospectus for such offers. None of the Issuer or the Joint Bookrunners has authorized, nor does it or do they authorize, the making of any offer of the Notes through any financial intermediary, other than offers made by the Joint Bookrunners which constitute the final placement of the Notes contemplated in this Prospectus.

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market (the "**Listing**"). The Luxembourg Stock Exchange's Regulated Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments, as amended. Only for purposes of the Listing, does this Prospectus constitute a prospectus within the meaning of the Prospectus Directive, *i.e.* a listing prospectus according to Article 5 (3) of the Prospectus Directive. By approving a prospectus, the Commission de Surveillance du Secteur Financier (the "**CSSF**") shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer pursuant to Article 7(7) *Loi relative aux prospectus pour valeurs mobilières*.

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase the Notes and should not be considered as a recommendation by the Issuer or the Joint Bookrunners that any recipient of this Prospectus should subscribe for or purchase Notes. Each recipient of this Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy Notes in any jurisdiction where such offer or solicitation is unlawful.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and are being offered and sold in transactions outside the United States of America ("United States") to non-U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")) in reliance on Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may, subject to certain exceptions, not be offered, sold or delivered within the United States or to U.S. persons.

This document may only be communicated or caused to be communicated in circumstances in which Section 21 para 1 of the Financial Services and Markets Act 2000, as amended ("FSMA") does not apply.

The distribution of this Prospectus as well as the offering, sale, and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Bookrunners to inform themselves about and to observe any such restrictions. None of the Issuer or the Joint Bookrunners accepts any legal responsibility for any violation by any person, whether or not a prospective investor, of any such restrictions.

This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

For a further description of certain restrictions on the offering and sale of the Notes and on the distribution of this Prospectus, see "*Subscription and Sale—Selling Restrictions*" below.

IN CONNECTION WITH THE ISSUE OF THE NOTES, THE JOINT BOOKRUNNERS (OR PERSONS ACTING ON BEHALF OF THE JOINT BOOKRUNNERS) MAY OVER-ALLOT THE NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE JOINT BOOKRUNNERS (OR PERSONS ACTING ON BEHALF OF THE JOINT BOOKRUNNERS) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE JOINT BOOKRUNNERS (OR PERSON(S) ACTING ON BEHALF OF THE JOINT BOOKRUNNERS) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

This Prospectus contains assessments of market data and information derived therefrom which could not be obtained from any independent sources. Such information is based on the Issuer's own internal assessments and may therefore deviate from the assessments of competitors of alstria or future statistics by independent sources. As regards the market positions of alstria, alstria's own estimations are mainly based on company data which is either derived from information by competitors or from data provided by independent research companies.

The language of this Prospectus is English. The German text of the Terms and Conditions is controlling and binding; the English text of the Terms and Conditions is a non-binding translation. The financial statements listed in the section "*Documents Incorporated by Reference*" under (1) to (3) are translations of the respective German-language financial statements. The auditor's reports listed in this section under (1) to (3) are translations of the respective German language auditor's reports issued on the respective German-language financial statements and refer to the respective financial statements and the corresponding management report as a whole in each case.

NOTICE TO CERTAIN EUROPEAN INVESTORS

Notice to Prospective Investors in the European Economic Area

This Prospectus has been prepared on the basis that all offers of the Notes will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus in connection with offers of the Notes and is thus, for the purposes of the offering of the Notes, not a prospectus within the meaning of the Prospectus Directive. Accordingly, any person making or intending to make any offer within the EEA of the Notes which are the subject of the offering contemplated in this Prospectus should only do so in circumstances in which no obligation arises for the Issuer or the Joint Bookrunners to produce a prospectus for such offers. None of the Issuer or the Joint Bookrunners has authorized, nor does it or do they authorize, the making of any offer of the Notes through any financial intermediary other than offers made by the Joint Bookrunners which constitute the final placement of the Notes contemplated in this Prospectus.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom, this Prospectus is for distribution only to persons (i) who are investment professionals falling within Article 19(5) of Financial Services and Markets Act 2000 (as amended, the "**Financial Promotion Order**") or (ii) falling within Article 49(2)(a) to (d) of the Financial Promotion Order (high net worth companies, unincorporated associations, etc.) or (iii) other persons to whom it may be lawfully communicated in accordance with the Financial Promotion Order (all such persons falling within (i) – (iii) together being referred to as "**Relevant Persons**"). This Prospectus is directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. In the United Kingdom, any investment or investment activity to which this Prospectus relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "estimate", "expect", "intend", "plan", "predict", "project" and similar terms and phrases, including references and assumptions.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including alstria's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. alstria's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate.

In this Prospectus, forward-looking statements include, in particular, statements relating to:

- the development of aspects of alstria's results of operations;
- certain financial targets alstria has set for itself;
- alstria's expectations of the impact of risks that affect its business, including those set forth in the section "*Risk Factors*";
- the Company's "pipeline" regarding future acquisitions of real estate and interests in real estate investment vehicles;
- alstria's business plan and outlook;
- other statements relating to alstria's future business development and economic performance and general economic trends and developments as well as the regulatory environment.

In addition, forecasts and estimates contained in this Prospectus that have been derived from third-party reports may prove inaccurate. Accordingly, investors are strongly advised to read the sections "*Risk Factors*" and "*Issuer Related Information*". These sections include more detailed descriptions of factors that might have an impact on alstria's business and the markets in which it operates.

The Issuer bases these forward-looking statements on its current plans, estimates, projections and expectations after careful examination. These statements are based on certain assumptions that, although considered reasonable at the date of publication of the Prospectus, may prove to be erroneous. Investors should not place undue reliance on these forward-looking statements. Many factors could cause alstria's actual results, performance or achievements to be materially different from any future results, performance or achievements that may be expressed or implied by such forward-looking statements contained in all sections of this Prospectus. These factors include, in particular:

- changes in general economic and business conditions;
- demographic changes, in particular in Germany;
- changes in the international, national and local real estate markets;
- alstria office REIT-AG's ability to comply with the requirements under the REITG in order to maintain the G-REIT status;
- alstria's ability to meet its financial obligations;
- alstria's ability to acquire and sell new property portfolios;
- the success of alstria's acquisitions;
- alstria's ability to lease the properties in its portfolio or those acquired in the future;
- changes affecting interest rate levels;
- changes in the competitive environment;
- changes in the taxation regime for companies, in particular changes of the GrESt rate;
- changes in governmental policy and the regulatory framework, in particular changes of laws and regulations relating to leases and the environment, as well as in political and social conditions;
- other factors that are discussed in more detail in the section "*Risk Factors*", and
- factors that are not known to alstria at the date of this Prospectus.

If one or more of these risks or uncertainties materialize, or underlying assumptions prove to be incorrect, then events described in this Prospectus might not occur or actual results may deviate materially from those described in this Prospectus as anticipated, believed, estimated or expected, and alstria may not be able to achieve its financial targets and strategic objectives.

Accordingly, the Company cannot assume responsibility for the future accuracy of the forward-looking statements expressed in this Prospectus or as to the actual occurrence of any predicted developments. In addition, except as required by law, the Company does not intend or assume any obligation to update forward-looking statements set forth in this Prospectus or to conform them to future events or developments.

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RISK FACTORS

In addition to the other information set out in this Prospectus, prospective investors should consider carefully the information set out below before making an investment in the Notes. If any of these risks materialize, individually or together with other circumstances, they may materially impair the business of alstria office REIT-AG and/or of its consolidated subsidiaries or the ability of the Company to fulfil its obligations under the Notes and may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations. The risks described below do not purport to be exhaustive, and these risks do not constitute the only risks to which alstria is exposed. The order in which the individual risks are presented below is not intended to reflect the likelihood of their occurrence nor the extent or significance of the individual risks. Furthermore, other risks may be of significance of which alstria is currently unaware but which may also have material adverse effects on alstria's business and business prospects, the ability of the Company to fulfil its obligations under the Notes or on alstria's assets and liabilities, financial condition and results of operations. The Company may be unable to pay interest, principal or other amounts on or in connection with the Notes and the market price of the Notes may decline if any of these or other risks materialize, and investors could lose all or part of their investment.

alstria as a Real Estate Investment Trust under German law ("REIT" or "G-REIT") being engaged in the real estate business is exposed to a variety of risks. As a matter of the nature of its business it is exposed to risks related to the general economic environment and its development in general and their effects on the real estate sector and the particular markets alstria is engaged in. Risks may derive from alstria's portfolio, its management and its strategy plan and business plan. Further, alstria faces certain legal risks including risks which may result from its status as a G-REIT, therefore being subject to a number of legal restrictions that may affect its business, but also from risks of general legal nature relating to the real estate business. These risks are described below in the section "A. Risks Relating to the Issuer". Section "B. Risks Relating to the Notes" describes specific risks relating to the Notes.

A. Risks Relating to the Issuer

Risks Related to the Real Estate Industry

alstria may be adversely affected by economic and other developments in the general real estate market. The German real estate market depends on the macroeconomic development and on the demand for real estate. The sluggish and uncertain recovery of the global economy from the recent financial and economic crisis may result in economic instability, limited access to debt and equity financing and potential defaults of alstria's business partners.

alstria's business success is dependent on the performance of the German real estate market. The real estate market in turn is dependent in particular on the macroeconomic development and the demand for real estate in Germany. Among the significant factors for the performance of the overall economic development in Germany are the conditions of the global economy, the development of rental rates, the inflation rate, levels of public debt and interest rates as well as factors specific to regional markets. As an example, the macroeconomic development could be adversely affected by a further intensification of the recent financial and economic crises in various countries within the Euro area or at various system-relevant banks, extreme fluctuations in the price of oil, an increased inflation rate (possibly resulting from events such as further monetary support measures from central banks, or interest rates remaining low for an extended period) as well as deflationary trends. Excessive public debt could result in rising taxes, an increase in the inflation rate, lower economic output, and a declining proclivity to invest among private and institutional investors. Similar effects could be triggered by deflation. Fluctuations in exchange rates, especially the Euro-to-US-Dollar rate, could have material effects on German exports and consequently also on the performance of the German economy as a whole. Particularly because of the currently uncertain economic situation in Germany and Europe, it cannot be foreseen whether the real estate market in Germany will evolve favorably for alstria. Furthermore, the economic development of the EU is at risk, for example due to high governmental debt in some countries such as Ireland, Spain, Greece or Portugal and due to the possible exit of Great Britain from the EU which will be decided in a referendum on 23 June 2016. In addition, there are current geopolitical crises like those in Syria, the Middle East and

Africa which have led to the current refugee crisis or the one in the Ukraine where far-reaching economic sanctions have been imposed on the Russian Federation which, in turn, introduced retaliation measures. All these factors may have a negative impact on the European economy as a whole. This instability, together with the resulting market volatility, entails a risk of contagion also for economically sound countries like Germany and may spread to the German financial sector and the German office real estate market.

Real estate markets tend to fluctuate, with asset values and rents reflecting positive and negative economic and other developments, such as demographic development and inflation, affecting the markets in general and/or the particular markets in which alstria's properties and development projects are located, in particular the German office real estate market with a focus on Rhine-Ruhr, Hamburg, Rhine-Main, Stuttgart and Berlin. Factors such as changes in disposable income or industrial activity, unavailability of credit financing due to an economic crisis, volatile interest rates and changes in taxation policies, levels of economic growth, expected declines in the birth rate, unemployment, consumer confidence and other factors all directly or indirectly affect the local levels of supply and demand for real estate. Changes in supply and demand may cause fluctuations of the market values of real estate, of rent levels and of occupancy levels. Therefore, fluctuations can have a significant influence on the return on investment generated from such properties and as well as on the value of the underlying real estate assets in general. Most of the factors that could result in an adverse development are beyond alstria's control. Declining revenues from rents or lower rent increases than expected or a decline of the market value of real estate assets resulting from a lower demand than anticipated or the realization of any of the other factors mentioned above in the markets in which alstria operates, could adversely affect alstria's business, assets and liabilities, as well as its financial condition and results of operations.

alstria's dependency on access to the financial markets to refinance its liabilities, the persistent instability or the danger of the further deterioration of the economic environment or the capital markets could have a negative impact on alstria's ability to refinance its existing and future liabilities. Moreover, alstria's business partners, in particular its hedging counterparties, may suffer insufficient liquidity, operational failures, insolvencies or may for other reasons become unable to continue to meet their obligations under the agreements with alstria.

If any of these risks materialize, this could have material adverse effects on alstria's business, cash flow, assets and liabilities, as well as on its financial condition and results of operations.

The present macroeconomic environment in Germany is characterized by low interest rates and relatively high valuations of property portfolios. Any rise in interest rates could have adverse effects on the German real estate market and alstria.

Due to the global financial and economic crisis and the sluggish recovery of the global economy, the investment opportunities which ensure stable and largely predictable cash flows, such as investments in German real estate, have turned into an interesting alternative for many investors. Low interest rates in Europe further support this trend. The above-mentioned factors have led to an increase in the prices and value of real estate.

A rise in interest rates could reverse these developments. Should the economic conditions lead to a rise in interest rates, investors may take a stronger interest in investments with a higher risk profile while investments in real estate may appear less attractive. Rising interest rates may have various negative effects on alstria, such as the following:

- When negotiating or renewing financing agreements, alstria depends on its ability to negotiate interest rates and terms and conditions which do not impair its targeted earnings levels as well as repayment schedules that allow for distribution of the envisaged dividends. Moreover, alstria may in future not at all or only subject to considerable additional expense be in a position to acquire the hedging instruments that are necessary in the case of variable interest rates. A rise in interest rates after the end of the current low-interest phase could lead to an increase in alstria's funding costs including costs for hedging instruments.
- In an environment of rising interest rates, the discounting rate which, in accordance with International Accounting Standard ("IAS") 40 in conjunction with International Financial Reporting Standard ("IFRS") 13, is used for calculating the value of alstria's

real estate recorded in the balance sheet of the Company ("**Fair Value**"), in most cases rises, too, which in turn could reduce the Fair Value of alstria's real estate. For more information see the section "*Risk Factors – A. Risks Relating to the Issuer – Risks Related to the Real Estate Industry – alstria is exposed to the risk of revaluation losses of real estate properties due to market volatility.*".

In addition, any rise in interest rates may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to significant competition in the markets in which it operates, which may intensify in the future.

alstria's business model depends on its continuing ability to both acquire property portfolios, as well as dispose or lease them under conditions that are beneficial for alstria. With respect to both the acquisition and the leasing of real estate assets, alstria is exposed to competition from local and international investors in all of the markets in which it is active. alstria competes with other property companies, investment funds, institutional investors, building contractors and individual owners of office properties to attract and retain suitable tenants on favorable conditions. The Company also competes to acquire attractive properties with other investors, such as international real estate funds, German open-ended and closed-ended funds, German real estate investment trust stock corporations (*REIT-Aktiengesellschaft*; "**REIT-AG**") and other European listed companies that may have greater resources or better access to financing than alstria. In addition, potential changes in tax laws or other laws or regulations could create a legal environment in which potential sellers of real estate would benefit from selling their real estate properties to entities that have a legal status that alstria does not have. Competition for property portfolios is generally intense and could further intensify in the future.

In addition, even though alstria may be able to acquire property portfolios on favorable terms and agree on favorable rents, no assurance can be given that alstria will be able to generally compete successfully in the market in the future. If alstria is no longer able to purchase property portfolios or to lease premises on terms and conditions that are economically beneficial for alstria, this could have material adverse effects on its ability to implement its strategy and, as a result, on its business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to risks inherent in the business of acquiring, owning, managing, maintaining and refurbishing / re-developing real estate.

alstria is exposed to risks inherent in the business of acquiring, owning, managing, maintaining and refurbishing / re-developing real estate. These risks include, among others, the following:

- Negative developments in the German economy and in the local economies in which alstria's current and future properties are located, including increased unemployment rates, negative business climate, high inflation, and deflationary pressures;
- Negative developments of the real estate market;
- Change in demand, e.g. from a pressure to sell on lenders or other real estate owners (e.g. open-ended funds);
- The investment activity of other real estate companies and the general purchasing power which may affect alstria's opportunities to invest in the real estate markets;
- Cyclical fluctuations in the general real estate market and in local markets that affect the market values of real estate, the availability of attractive property portfolios or alstria's ability to lease, acquire and sell real estate on beneficial terms;
- Relative attractiveness of the local office real estate market for multinational or national corporations;
- The availability of suitable tenants including their creditworthiness and solvency as well as the absence of unforeseeable developments regarding their financial situation;
- Unavailability of financing at economic terms due to general economic downturns;

- Financing and interest rate risks, which might have a negative impact on the financing of the Company;
- Risks connected with inaccurate valuations of real estate;
- Delays and budget overruns relating to construction or refurbishment;
- Fluctuations in maintenance costs and energy costs;
- Contaminated sites and/or buildings and other environmental liabilities;
- Natural disasters affecting real estate; and
- Changes in tax laws or other laws and regulations.

Should these risks materialize, they may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Real estate valuations are based on assumptions and considerations that are not only subject to change but are inherently subjective and uncertain, and valuation reports may not accurately reflect the value of the real estate to which the reports relate.

Due to the illiquid nature of property, the valuation of property is inherently subjective and thus subject to uncertainty. A property's reported valuation depends on the factors considered during the valuation and on the valuation method used. In addition to considering expected rental income in relation to a particular property, the property's condition as well as its historical vacancy level, a property appraiser may consider other factors such as real estate tax rates, operating expenses, potential claims for environmental liabilities and the risks associated with certain construction materials. All such property valuations are made on the basis of assumptions which may not be correct. An adverse change in one of the assumptions used or factors considered in valuing a property can considerably decrease the assessed value of the property. Moreover, a change in the factors considered may cause valuation results to differ significantly. There is no guarantee that the valuations of the interests in the properties of alstria will reflect actual sale or market prices (even where any such sales occur shortly after the relevant valuation date) or that the estimated rental yield and annual rental income of any property will actually be attained. In particular, during times of limited transactions in the real estate market in general or in particular market segments thereof, market prices for properties may be especially difficult to assess. In addition, alstria's management assesses the market value of its properties by external professional appraisers at least once per year. The particular assessment of the mandated external professional appraiser is, to a certain extent, discretionary and may differ from the opinion of another appraiser.

These factors could result in the values ascribed to the properties by the external or internal valuation reports to be higher than the amounts that could be obtained upon disposal of the properties of alstria, whether in the context of the sale of individual properties or the portfolio as a whole. In particular, valuation reports are based on a series of important assumptions some of which are based on information that alstria provides. Assumptions based on such information may turn out not to be correct. An adverse change in important assumptions made or in factors considered by an appraisal could considerably decrease the assessed value of the properties. Property values may decline over time and assumptions may change. Any revaluation of properties may lead to gains or losses with respect to the book value of the properties and influence the profit or loss of alstria, as reflected in the income statement and in the balance sheets. Such profit or loss will be realized in the event that the relevant property is sold. The materialization of any of these factors could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to the risk of revaluation losses of real estate properties due to market volatility.

In accordance with statutory requirements, alstria must conduct, and has conducted in the past, annual revaluations of its real estate. Real estate assets held by alstria are recorded as assets based on the fair value method pursuant to IAS 40. After initial recognition, an entity that chooses the fair value method has to measure all of its investment property at fair value and any gain or loss arising from a

change in the fair value of investment property has to be recognized in profit or loss for the year in which it arises.

The fair value of the real estate assets owned by alstria reflecting the market value is determined by an independent appraiser and might be subject to change. Generally, the market value of real estate assets depends on a variety of factors, some of which are exogenous and may not be under alstria's control, such as declining market rent levels, decreasing demand, supply volatility or increasing occupiers demand. In addition, many factors are decisive in the valuation of a property, including a property's expected rental income, its condition and its location.

Depending on its extent, a future revaluation loss of real estate assets could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to the risk of revaluation losses of real estate properties due to a change in local real estate transfer tax.

Increases in the real estate transfer tax rate (presently 3.5% in Bavaria and Saxony, 4.5% in Hamburg, 5% in Baden-Wuerttemberg, Bremen, Mecklenburg-Western Pomerania, Lower Saxony, Rhineland-Palatinate, Saxony-Anhalt and Thuringia, 6% in Berlin and Hesse, and 6.5% in Brandenburg, North Rhine-Westphalia, Saarland and Schleswig-Holstein), would negatively impact alstria's portfolio, as it could reduce the proceeds from a sale available to alstria.

Risks Related to the Takeover of DO Deutsche Office AG

On 21 August 2015, the Company published its offer to the shareholders of DO Deutsche Office AG (the "**Deutsche Office Shareholders**") to acquire their no par value shares in DO Deutsche Office AG (DO Deutsche Office AG together with its group subsidiaries referred to as "**Deutsche Office**") each representing a pro rata interest of €1.00 in the share capital (the "**Deutsche Office Shares**") for 0.381 shares of the Company ("**alstria Shares**") by way of a voluntary public takeover offer in the form of an exchange offer (the "**Exchange Offer**", "**Takeover Offer**" or "**Offer**"). Upon contribution of the Deutsche Office Shares tendered under the Exchange Offer to the Company on 27 October 2015, DO Deutsche Office AG became a direct subsidiary, and DO Deutsche Office AG's subsidiaries became indirect subsidiaries, of the Company (the "**Takeover**").

alstria office REIT-AG could lose its REIT and its tax exempt status if the planned transformation of DO Deutsche Office AG into a German limited partnership fails.

As a G-REIT, alstria office REIT-AG is generally not allowed to hold shares in companies limited by shares (*Kapitalgesellschaften*) other than in companies limited by shares which are an individually liable partner (*persönlich haftende Gesellschafter*) of a real estate partnership within the meaning of the REITG and hold a 0% interest in such partnership. It is therefore being considered to transform DO Deutsche Office AG into a German limited partnership (*Kommanditgesellschaft*) by way of conversion (*Formwechsel*) under the German Reorganization Act (*Umwandlungsgesetz*). It cannot be ruled out that the transformation will be delayed or prevented through contesting actions. Moreover, the Deutsche Office Shareholders who raise objections for inclusion to be recorded in the minutes to the transformation resolution will have to be offered a cash settlement. This may impose a considerable financial burden on alstria. In addition, in the event of a transformation of DO Deutsche Office AG into a German limited partnership, future minority stakeholders will presumably continue to be interested in DO Deutsche Office AG after its transformation into a limited partnership, which could obstruct the integration of the partnership into alstria. alstria could lose its REIT and tax exempt status if the planned transformation of DO Deutsche Office AG into a German limited partnership fails.

In the event of a transformation, Deutsche Office Shareholders may review the fairness (*Angemessenheit*) of the number of interests in the partnership to be granted as well as the cash settlement in the context of valuation proceedings (*Spruchverfahren*). This may entail material subsequent payment obligations on the part of alstria office REIT-AG. In addition, the transformation may have negative tax consequences.

Should these risks materialize, they may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

The integration of Deutsche Office with alstria may not proceed as planned and be connected with higher costs than expected.

The integration of Deutsche Office is expected to take place over a 24-month period and may require considerable management resources and financial resources. For a successful integration, it is also important that both existing staffs are integrated and different company cultures are connected, IT systems are harmonized and common processes for the integration of Deutsche Office are put into place. In addition, the integration may result in negative effects for the contractual or legal position of alstria or Deutsche Office.

Should these risks materialize, they may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

The expected synergies in connection with the integration of Deutsche Office may not, or may only be realized to a small extent, or the achieved synergies may have higher costs than planned.

alstria expects that, through the Takeover, the combination of both portfolios will result in diverse synergies and economies of scale. alstria, however, cannot exclude that the expected synergies and economies of scale will not, or will only to a small extent, occur as originally planned.

In addition, the achieved synergies may incur higher costs than anticipated. The portfolio of Deutsche Office may also develop differently than originally assumed in the valuation by alstria. In connection with these synergy potentials, there is a possibility of an eventually acquired goodwill. The determination of and accounting for goodwill through the Company is dependent on a variety of factors, such as the number of Deutsche Office Shares acquired and the actual amount of net assets of Deutsche Office. The eventually acquired goodwill is subject to regular impairment tests and may, if the synergy effects turn out to be lower than expected, result in significant write-downs that would have to be recognized in the consolidated profit and loss account.

This and other factors may negatively affect the financial effects of the Takeover and may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

The acquisition of Deutsche Office Shares in connection with or as a result of the Takeover may trigger liability for real estate transfer tax and income tax in a substantial amount.

As DO Deutsche Office AG, in its capacity as a holding company, holds real estate in Germany and shares in limited companies owning real estate in Germany, the transfer of Deutsche Office Shares in the context of the Takeover could in principle trigger liability for real estate transfer tax (*Grunderwerbsteuer*) in a substantial amount. A legal transaction under which a legal entity or any of its affiliates directly or indirectly acquire legal or economic ownership of at least 95% of the shares in a company owning real estate in Germany or which constitutes a corresponding obligation generally triggers liability for real estate transfer tax. Where a domestic property forms part of the assets of a partnership, real estate transfer tax will also be triggered if, within five years, the partner structure changes such that legal or economic ownership of at least 95% of the interests in the partnership's assets is directly or indirectly transferred to new partners.

In these cases, the real estate transfer tax generally equals the sum of the values for real estate transfer tax purposes according to the German Valuation Act (*Bewertungsgesetz*) multiplied by the tax rate, as applicable. At the national level, the legal framework of real estate transfer tax is provided for in the German Real Estate Transfer Tax Act (*Grunderwerbsteuergesetz*; "**GrEStG**"), at the level of the Federal States, however, the real estate transfer tax rate varies by Federal State, currently within a range of 3.5% to 6.5%. The relevant tax bases (*Bemessungsgrundlagen*) for real estate transfer tax purposes have recently been changed. This may generally lead to a higher real estate transfer tax burden than under previously applicable laws, in particular for share unifications or other transactions pursuant to section 1 paras. 2a, 3, 3a GrEStG. Such legislative change was based on a decision by the Federal Constitutional Court (*Bundesverfassungsgericht*) which, *inter alia*, requested that the legislator implements valuation methods that lead to values which mirror the values of the relevant property realistically (*realitätsgerecht*). According to the recently amended real estate transfer tax law, such amendments are applicable to acquisitions (*Erwerbsvorgänge*) realized after 31 December 2008. For the tax bases being relevant for share unifications or other transactions pursuant to section 1 paras. 2a, 3, 3a

GrEStG, the amended real estate transfer tax law refers to the relevant values for inheritance tax purposes. Under such rules, tax bases shall, *inter alia*, be derived from future earnings based on the actual leases and be adjusted by certain deductions and additions based on a specific method pursuant to the German Valuation Act, provided *inter alia* that such leases do not deviate from third party leases for more than 20%. In any event, the taxpayer may establish a lower fair market value (*gemeiner Wert*) (section 198 of the German Valuation Act).

As a result of the Takeover Offer, the Company acquired around 90.6% of the share capital of DO Deutsche Office AG. In addition, under the agreement with OCM Luxembourg OPPTS VII Homer Holdings S.à r.l., OCM Luxembourg EPOF II Homer Holdings S.à r.l., OCM Luxembourg OPPTS Herkules Holdings S.à r.l., OCM Luxembourg EPOF Herkules Holdings S.à r.l., OCM Luxembourg POF IV Herkules Holdings S.à r.l. and AMHERST S.à r.l. (together "**Oaktree**"), alstria acquired an additional around 4.0% of the share capital of DO Deutsche Office AG. alstria will under no circumstances acquire 94.6% or more of the share capital of DO Deutsche Office AG and alstria also has no claim for the transfer of 94.6% or more of the share capital of DO Deutsche Office AG. Based on this assumption, there is only a low risk that real estate transfer tax will be triggered in connection with the Takeover. However, a different tax-related assessment might trigger real estate transfer tax liability in a considerable amount. As further steps, DO Deutsche Office AG and its subsidiaries are to be transformed into German limited partnerships. The transformations will be performed on the basis of the fair market values (*gemeine Werte; steuerliche Teilwerte*), which means that any taxable profit generated in this connection in the amount of the difference between the fair market values of the assets held and their tax book values is subject to taxation. In addition, withholding tax can be triggered. Furthermore, there is the low risk that the transformations may constitute a change of legal entity (*Rechtsträgerwechsel*) within the meaning of the German Real Estate Transfer Tax Act and that real estate transfer tax could be triggered as a result. Additionally, changes of the legal forms of the subsidiaries of DO Deutsche Office AG which are companies limited by shares following the Takeover would result in a taxation of the built-in gains (*stille Reserven*) of these subsidiaries. Thus, the above-mentioned transactions might result in considerable tax liabilities of Deutsche Office or its subsidiaries and, accordingly, might have adverse effects on Deutsche Office's or its subsidiaries' assets, financial condition and results of operations.

These and other factors may have material adverse effects on alstria's business, as well as on financial condition and results of operations and may have a negative impact on the financial effects of the Takeover.

The Takeover of DO Deutsche Office AG by alstria office REIT-AG may entail the elimination of tax loss carryforwards and tax interest carryforwards of Deutsche Office.

As a rule, current losses as well as unutilized loss carryforwards and interest carryforwards are no longer fully deductible for the purposes of German corporate income tax and trade tax if, within five years, more than 50% of the share capital or voting rights in a company are directly or indirectly transferred to an acquirer or persons related to the acquirer or a group of acquirers with similar interests or if a similar situation occurs (harmful acquisition of shares (*schädlicher Beteiligungserwerb*)). If, within five years, more than 25% and up to 50% of the share capital or the voting rights in the company are transferred or if another harmful acquisition of shares in the above sense occurs, the unutilized losses are no longer deductible only in proportion to the transferred shareholding. Under certain conditions, the losses can be utilized despite a transfer of the shares. This applies, *inter alia*, to the extent that the losses do not exceed the built-in gains (*stille Reserven*) which are taxable in Germany (*built-in gains clause*). As a result of the Takeover Offer, the Company acquired around 90.6% of the share capital of DO Deutsche Office AG. In addition, the Company acquired around 4.0% of the share capital of DO Deutsche Office AG from Oaktree. Therefore, more than 50% of the share capital was transferred to the Company. Therefore, there is the risk that any existing losses as well as loss carryforwards and interest carryforwards of DO Deutsche Office AG are forfeited and can no longer be utilized for tax purposes, unless the hidden reserve clause results in the losses as well as the loss carryforwards and interest carryforwards continuing to apply. In addition, there is the risk that, due to the indirect transfer of shares in the subsidiaries of DO Deutsche Office AG, any existing losses as well as loss carryforwards and interest carryforwards of DO Deutsche Office AG's subsidiaries are forfeited and can no longer be utilized for tax purposes, unless the hidden reserves clause applies.

The limitation on the utilization of the losses, loss carryforwards or interest carryforwards would result in a set-off against future taxable profits not being allowed and, thus, in a higher tax burden and, therefore, in adverse effects on alstria's assets, financial condition and results of operations.

The Takeover of DO Deutsche Office AG by alstria office REIT-AG may have an impact on the tax deductibility of interest expenses which may increase the tax burden.

Under certain conditions, interest expenses for debt capital instruments are deductible only to a limited extent under the provisions of the so-called interest barrier rules (*Zinsschranke*). According thereto, the net interest expense is generally deductible only in the amount of 30% of the earnings before interest, tax, depreciations and amortizations ("**EBITDA**") for the fiscal year specifically calculated for tax purposes, although there are exceptions to this rule. Interest expenses are, *inter alia*, generally deductible in the full amount if (i) the amount of the interest expenses, to the extent that it exceeds the amount of interest income, is less than three million euros (small business clause (*Kleinbetriebsklausel*)), (ii) the business or a part of it does not belong to a group (group clause (*Konzernklausel*)) or (iii) the business is part of a group and its equity ratio at the end of the preceding reporting date is equal to or higher than that of the group, so-called equity comparison (escape clause (*Eigenkapitalquotenvergleich*)), provided that a shortfall of a group's equity ratio by up to two percentage points is not harmful. However, the group clause and the escape clause are only applicable if no harmful shareholder debt financing (*Gesellschafter-Fremdfinanzierung*) within the meaning of section 8a paras. 2 and 3 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*) is in place. Under certain conditions, non-deductible interest expenses may be carried forward to the following fiscal years and be deducted in these fiscal years in accordance with the interest barrier rules. Any non-utilized EBITDA volume may generally be carried forward within the next five fiscal years. Any such carryforward may be eliminated in whole or in part as a result of certain measures, *e.g.* the Takeover of DO Deutsche Office AG by the Company or another change in the shareholder structure. However, the described limitations generally do not apply to REIT-AGs. In a recent decision, the Federal Fiscal Court (*Bundesfinanzhof*) took the view that the German interest barrier rule violates the German constitution. Accordingly, the Federal Fiscal Court (*Bundesfinanzhof*) submitted the case to the Federal Constitutional Court (*Bundesverfassungsgericht*). Only the Federal Constitutional Court (*Bundesverfassungsgericht*) has the competence to declare a tax law null and void in case of a breach of the German constitution.

Any limitation on the tax deductibility of interest expenses would have adverse effects on alstria's assets, financial condition and results of operations.

Risks Associated with alstria's Business

alstria may err in its assessment of a property's appeal to suitable tenants and may not realize planned rental revenues as a result.

alstria estimates the rental revenues that it plans to realize from the acquired real estate that it acquires to a large extent based on location, actual or intended use, technical condition, floor layout, and on expected macroeconomic and microeconomic developments. If the management of alstria misjudges the attractiveness or future attractiveness of a property or its location, characteristics, general and local trend in rental space requirement, or the demand for such premises, it may be difficult to find suitable tenants that are willing to rent at the rent levels anticipated by alstria. If alstria is required to reduce the rent of a property to attract suitable tenants, or if the property remains wholly or partially vacant for an extended period of time or requires significant incentives (*e.g.* lease free periods) due to the inability to find a tenant, the market value of the property could significantly decline and alstria's revenues and assets could be adversely affected. If estimated or expected rental revenues fail to materialize as planned, due, for example, to changes in the tenant structure or lack of demand in the market for property in a particular location or of a particular use, this could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to leasing risks and may not be able to find and retain solvent tenants or renew leases on favorable terms.

alstria's business depends on its ability to generate sufficient and reliable revenues from leases, which can be influenced by several factors, including the solvency of current and future tenants as well as the ability to find or retain suitable tenants that are willing to enter into long-term lease agreements on terms favorable to alstria. alstria's ability to lease property on favorable terms is also subject to the market environment, *i.e.*, supply and demand in the respective real estate market, the quality, layout and characteristics of the properties, the development of the infrastructure and local conditions as well as energy efficiency of the property. Currently, the market situation for leases of office space in some regions still favors tenants due to the recent financial crisis with supply exceeding demand which places

tenants in a stronger negotiation position. If alstria is unable to continue current or renew expiring leases on favorable terms respectively and to find and retain suitable solvent tenants willing to enter into long-term lease agreements at expected rent levels and without significant periods with vacant properties, alstria's business could be materially adversely affected. Further, the creditworthiness of a tenant can decline over the short- or medium-term and entail a risk that the tenant will become insolvent or otherwise unable to meet its obligations under the lease. All of these factors could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Indexing clauses in most of alstria's lease agreements may adversely affect leasing revenues.

Most of alstria's leases include a clause providing for partial or full indexation of the applicable rent in line with a reference index, typically the German consumer price index. Lease adjustments under alstria's lease agreements will generally only be triggered if certain thresholds are crossed. In accordance with applicable German law, these clauses provide not only for upward adjustments but also for downward adjustments tied to changes in the relevant index. Consequently, an increase in rental proceeds from such leases during their term is tied to future rates of inflation and the crossing of the relevant indexing thresholds, and rental proceeds may decrease if consumer prices decline. If the relevant index rises slowly over a longer period of time so that the relevant threshold for a lease adjustment is only exceeded after such a longer period in time, the respective rent will remain constant for such term of the lease, while alstria's costs of maintaining the property may increase due to a variety of possible factors. The same may apply if a lease contains no indexation or equivalent adjustment clause as it is the case for only a minority of alstria's contracts as of the date of this Prospectus, so that the applicable rent will remain constant for the term of the lease, while alstria's costs of maintaining the property may increase.

Any of the factors described above may lead to a decrease in actual yields and may result in material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may incur unplanned vacancies of its properties.

alstria may incur unexpected vacancies if its existing tenants were not to prolongate their leases and such tenants could not be replaced with new tenants. For instance, economic downturns or a negative market environment might have a direct effect on the demand for office space and therefore as well on the vacancy rate of alstria's property portfolio. In addition, alstria owns, in particular, certain premises that are used by public authorities and specifically adapted to their requirements. After the expiration of the pertinent lease agreements, such premises might require refurbishment in order to meet then-current standards and market expectations. Any required refurbishments may result in extended vacancies in properties under refurbishment, in particular, if refurbishments take longer than expected. Additionally, these refurbishments / adjustments in layout will require further investments.

This could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

A loss of reputation on the part of alstria and insufficient levels of client satisfaction may reduce the demand for office units of alstria and may make it more difficult for alstria to raise capital on attractive terms.

Should alstria be unable to maintain its good reputation and high levels of client service, client satisfaction and the demand for its services and real estate could drop. In particular any damage to its reputation could make it more difficult for alstria to let its units, receive lease payments in time and to retain tenants. Any loss of reputation could restrict alstria's ability to retain existing clients and to attract new clients. Moreover, it could make it more difficult for alstria to raise capital on favorable terms or at all.

This may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

The low diversification of alstria's tenant structure and the concentration of its real estate investments on a few key tenants may exacerbate existing risks.

alstria generates approximately 56% of its contracted rent from its ten main tenants (as of 31 December 2015). As a result of such concentration, negative economic or other developments affecting the ability of alstria's main tenants to meet their obligations under, or their willingness to prolong upon expiration, existing lease agreements could materially adversely affect alstria's business, assets and liabilities, as well as its financial condition and results of operations. In addition, alstria's dependency upon certain key tenants may place alstria in a weaker position for renegotiating expiring leases. As a result, alstria may not be in a position to prolongate current leases with key tenants at terms and conditions favorable for alstria which could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Concentration of a large portion of alstria's property portfolio in the City of Hamburg, the Rhine-Ruhr area and the Rhine-Main area may enhance existing risks.

As measured by fair value approximately 25% of alstria's portfolio is located in the Rhine-Ruhr area, approximately 23% is located in the City of Hamburg and approximately 20% is located in the Rhine-Main area. As a result of such concentration, negative economic, political or other developments or events, including natural disasters, affecting the Rhine-Ruhr area, the City of Hamburg or the Rhine-Main area could materially negatively affect alstria's business, assets and liabilities, as well as its financial condition and results of operations.

Limitation of alstria's property portfolio to certain regions within Germany results in a dependence on regional market developments and in expansion risks.

alstria has a geographical diversified property portfolio with a focus on North Rhine-Westphalia, Hamburg, Lower Saxony, Baden-Wuerttemberg and Hesse. Because of its concentration on certain regions, there is a dependence on the development of the real estate markets in these regions. Because of its regional specialization, alstria could incur expansion risks if it invests in other regions of Germany. One of these risks, for example, could be that because of their geographical location, the newly acquired properties cannot be serviced from the property management units' current locations, and therefore a cost-intensive development of additional management units could be necessary.

alstria's geographical concentration on individual regions of Germany, and the associated risks, could therefore have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operation.

alstria may incur higher-than-expected maintenance costs for properties or unexpected operating expenses.

Rental premises must be maintained in an appropriate condition in order to keep facilities serviceable, to meet the conditions set out in the relevant lease agreements and to generate a continuous long-term revenue stream. alstria is to a great extent unable to recover maintenance expenses from its tenants, as according to German law, such expenses are typically to be borne primarily by the property owner. If the actual costs of maintenance exceed alstria's estimates or if alstria is not permitted to raise its rents due to legal or contractual constraints, profit generated from an affected property could be adversely affected, which may have a negative impact on alstria's results of operations. Furthermore, any failure by alstria to undertake necessary maintenance work could entitle tenants to withhold or reduce rental payments or even to terminate an existing lease agreement which could adversely affect the rental income and asset value of affected real estate properties. All of these factors could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Furthermore, most operating expenses of a real estate property are typically allocated to the tenant under the applicable lease agreement. However, a tenant is only obligated to bear the operating expenses that have been allocated to the tenant under the applicable lease agreement. If certain operating expenses either have inadvertently not been allocated to the tenant in alstria's lease agreements or arise only after the execution of a lease agreement, such as new public dues that are imposed on property owners, the tenant will not be obligated to bear or reimburse such expenses resulting in financial burden for alstria.

Higher maintenance costs or operating expenses for alstria may also result from renegotiations of current or expiring lease agreements especially if current or future supply/demand turbulences put tenants in a relatively stronger position for negotiations. Current or prospective tenants may request that alstria as landlord will have to bear a larger portion of maintenance costs and operating expenses than in the past. As a consequence, alstria's operating expenses could increase.

The materialization of any of these risks could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may incur unexpected or higher-than-expected costs due to refurbishment of properties.

Due to the ageing of buildings, technological change, changed market expectations or specific tenant requirements that differ from the requirements of a previous tenant, certain of alstria's real estate properties could require more refurbishment than anticipated due to legal requirements, in particular new environmental legislation. Moreover, alstria owns certain premises that have been used by public authorities and have been adapted to the requirements of their specific use. After the expiration of the pertinent lease agreements, such premises might require refurbishment in order to meet then-current standards and market expectations. Costs for tenant-specific requests for refurbishment may also be imposed on alstria in connection with the renewal of leases if the market environment, as is currently the case, places tenants in a stronger position for negotiations.

In addition, alstria conducts major refurbishment projects on a regular basis. Such refurbishment projects involve numerous risks, for example the risk of timely completion, budgeting risks and construction risks.

If the actual costs of, or the period needed for, refurbishment exceed alstria's estimates, alstria's revenues and profit generated from an affected real estate property could be adversely affected.

All of these factors could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is dependent on a limited number of key members of its management and qualified employees.

alstria's success depends on the activities and expertise of the members of its management. If alstria is unable to retain the key members of its management, this could result in a significant loss of expertise and could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

In addition, alstria needs to ensure competent staffing levels in a balanced workforce environment, develop and enhance employee skills and adequately compensate and provide benefits to employees to avoid undesired fluctuation. If alstria fails, among others, to meet any of the aforementioned requirements, the employee structure could be negatively affected which could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may be insufficiently insured against losses and damage affecting its real estate portfolio.

alstria's insurance policies, *inter alia* insurance against natural disasters, operational interruptions and third-party liability, are subject to exclusions and limitations of liability both in the amount and with respect to the insured events. There can be no guarantee that alstria is sufficiently insured against contingencies. Floods, fires, storms and similar natural disasters as well as acts of terrorism or other events may cause damage to a property in excess of the insurance coverage and may thus lead to significant costs in connection with remediation and repair work that must be borne by alstria. In addition, significant costs could result if tenants terminated their lease agreements or withheld part or all of the agreed rent payments as a consequence of any of the foregoing events. Furthermore, an insurance company may become bankrupt and thus the value of alstria's insurance policies with such insurance company may be impaired. If alstria suffers a loss or incurs a liability against which it is uninsured or insufficiently insured, this could have significant adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may be exposed to risks arising from a lack of structural quality of its properties, e.g. statical problems, which may require refurbishment or significant construction measures.

Despite the due diligence examination that alstria customarily undertakes when acquiring new properties, alstria or its advisors or experts could erroneously evaluate, or could have erroneously evaluated, the structural quality (e.g. statical problems) at the time of acquisition of real estate. As a result, alstria's buildings may show structural problems requiring refurbishments or significant construction measures. If any of these risks would materialize, this could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria uses IT systems extensively in its business operations. Impairments of these IT systems could result in disturbances and interruptions of business.

alstria's information technology systems play an important role in its business optimization strategy. A loss of data records or extended downtime in the IT systems used by alstria could result in substantial disturbances of business operations. In particular, it cannot be ruled out that the implementation of new software applications could adversely affect the functionality of alstria's IT systems. It furthermore cannot be ruled out that the safeguards applied by alstria could be circumvented. Finally, it cannot be entirely ruled out that data could be lost because of fires or similar damage. If any of these circumstances arises, it could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

There are risks of an inefficient organization structure in connection with the strategic direction of the corporate organization.

The organization structure of alstria supports the strategic and operative objectives of alstria. An inefficient organization structure may result in considerable disturbances of the business operations. Should the risk described above materialize, it may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria's use of standardized contracts may multiply the risks as compared with the use of individual contracts.

alstria maintains legal relationships with a large number of persons, primarily employees and purchasers as well as tenants. In this context, alstria also uses standardized contractual conditions and general business terms. If these terms contain provisions that are disadvantageous to alstria, or if clauses therein are invalid and thus displaced by statutory provisions that are unfavorable to alstria, this standardization of contracts will affect a large number of standardized documents or contracts. As a general rule, standardized terms are invalid if they are not clear and comprehensive or if they are disproportionate and provide an unreasonable disadvantage for the other party. It is impossible to fully avoid risks arising from the use of such standardized contractual terms because of the frequency of changes that are made to the legal framework, particularly court decisions relating to general terms and conditions of business. Even in the case of contracts prepared with legal advice, problems of this nature cannot be prevented, either from the outset or in the future due to subsequent changes in the legal framework, particularly case law, making it impossible for alstria to avoid the ensuing legal disadvantages. This may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to counterparty (default) risks.

alstria is exposed to the risk that third parties will not perform their obligations under agreements into which it has entered. Third parties in this case include tenants, trading counterparties and financial institutions. These parties may default on their obligations to alstria due to lack of liquidity, operational failure, insolvency or for other reasons. The risk of counterparty default has become increasingly relevant since the recent financial crisis. Market conditions have led to the insolvency or mergers under distressed conditions of a number of prominent businesses and financial institutions. Any significant loss alstria suffers may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results from operations.

alstria is exposed to risks resulting from acts of terrorism.

Certain of the real estate properties owned by alstria could carry a higher than average risk of becoming targets of acts of terrorism. For example, some of the premises leased to the City of Hamburg are used for purposes such as offices for revenue, judicial and interior authorities. If properties are damaged or destroyed by acts of terrorism, tenants may withhold all or part of the agreed rent for the duration of any resulting effects on the properties or may terminate their lease agreements. Physical damage or business interruptions and ensuing losses of rental income as well as reputational damage caused by acts of terrorism committed against alstria's properties could result in losses that are, in whole or in part, not covered by alstria's insurance policies. Any such loss could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Risks Associated with Investment and Disposal of Real Estate

alstria is exposed to risks related to the acquisition and disposal of real estate properties, such as the non-completion of the intended acquisitions, a lack of revealing all or the full extent of the risks and liabilities associated with the properties in the due diligence examination carried out or the risks associated with/inherent in the valuation method used to appraise the property.

Each acquisition of real estate entails uncertainties and risks, including the risk that the acquisition may not be completed after alstria has invested significant amounts of time and monetary and management resources. Only a small percentage of the properties that alstria considers for investment are ultimately purchased by alstria. Consequently, assets that alstria may currently be considering as potential candidates for acquisitions may never be purchased at all or may not be purchased in the scope or for the consideration currently contemplated by the management of alstria which may result in inefficiencies due to wasted resources.

In addition, there can be no guarantee that the due diligence examination carried out by alstria in connection with the properties that it considers acquiring will reveal all or the full extent of the risks and liabilities associated with such properties. Although alstria typically obtains warranties from the seller of a real estate asset with respect to certain legal and factual issues, these warranties may not cover all of the problems that may arise following the purchase or may not fully compensate alstria for a decrease in the value of the property or other loss. In addition, it may be difficult or impossible to enforce these warranties against a seller for various reasons, including the insolvency of the seller or the expiration of such warranties.

A variety of factors must be considered in valuing properties, and there can be no guarantee that any valuation method will be reliable. In addition, some of the criteria used in valuations are subjective in nature and may be assessed differently by different persons. alstria might rely on a valuation method or valuation criteria that result in an erroneous assessment of the value of the property. In addition, the expert and management opinions on which any investment decision made by alstria is based may be flawed. Flawed assessments of valuation factors could lead to an inaccurate analysis by alstria in respect of an investment decision.

Corresponding risks may be incurred if and when alstria considers to or decides to dispose of real estate assets. In particular, alstria will usually have to give certain warranties to a potential purchaser as regards factual and legal matters of the sold property. It cannot be fully excluded that alstria's management is not aware of a risk that is covered by a certain representation and warranty in the sales agreement. As a result, there will generally be a risk that alstria as seller may be charged by a prospective purchaser for breach of a warranty.

All of the factors described above could have an adverse impact on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Higher fiscal risks in connection with the acquisition of property portfolios may arise if at least 95% of the shares in real estate companies with portfolios are directly or indirectly acquired. In this case, real estate transfer tax will be triggered for the portfolios acquired together with the companies.

As a result of amended legislation concerning real estate transfer tax, the acquisition of property portfolios without triggering German real estate transfer tax (*Grunderwerbsteuer*; "GrEST") has been

made significantly more difficult. Under the GrEStG, each acquisition of a share of at least 95% in a company owning real estate in Germany is subject to GrESt.

By resolution dated 6 June 2013, the German Bundestag adopted the Mutual Assistance Directive Implementation Act (*Amtshilferichtlinie-Umsetzungsgesetz*) for the implementation of the EU Mutual Assistance Directive. Accordingly, GrESt will also be triggered where an acquisition or transaction results in a company acquiring a beneficial interest (*wirtschaftliche Beteiligung*) of at least 95% in a company that, either (wholly or partially) directly or (wholly or partially) indirectly, owns real estate in Germany. The economic participation equals the sum of direct or indirect participation in the equity or assets of the respective company as the effective total assets, taking into account any direct or indirect participations..

Under the new legal situation, GrESt will generally not be triggered only if the aggregate direct or indirect shareholdings of the company in the newly acquired real estate holding are below 95%. In order to acquire real estate holding units in a tax-neutral manner, alstria consequently may have to acquire less than 95% of the shares in the respective unit (*cf. above, section "Risk Factors – A. Risks Relating to the Issuer – Risks Related to the Takeover of DO Deutsche Office AG – The acquisition of Deutsche Office Shares in connection with or as a result of the Takeover may trigger liability for real estate transfer tax and income tax in a substantial amount"*). This may result in an increased complexity of the transaction and stronger minority rights of the associate parties. As a consequence, transaction costs and future administrative expenses for the newly acquired unit would generally rise, too.

alstria is exposed to risks arising from the illiquidity of its investment portfolio.

alstria's investments are predominantly investments in real estate for which there is a market with limited liquidity. If alstria were required to liquidate parts of its property portfolio, in particular on short notice for any reason, including raising cash to support its operations, there is no guarantee that it would be able to sell any portion of its portfolio on favorable terms or at all. The general ability to sell parts of the Company's property portfolio depends on the investment markets which may lack liquidity. In the case of forced sale, there would likely be a significant shortfall between the fair value of a property or portfolio of property and the price that alstria would be able to achieve upon the sale of such property or portfolio, and there can be no guarantee that the price thus obtained would even cover the book value of the property or portfolio sold. Any such shortfall could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to risks arising from a forced sale of parts of its investment portfolio, such as a significant divergence between the market value of the property and the agreed purchase price.

If alstria were required to liquidate parts of its property portfolio, there is no assurance that it would be able to agree on favorable terms only. Thus, there is a risk that alstria has to accept certain obligations under such sale agreements under which alstria will incur additional costs which translate into a lower purchase price. Any such shortfall could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations. In addition, a sale of parts of alstria's property portfolio may entail a loss of reputation with tenants in case of property sales that turn out to be unfavorable for a certain tenant.

alstria may be exposed to liability claims for several years after the sale of real estate.

alstria made certain representations and warranties (including nescience statements) to the acquirers under the respective real estate sale agreements in respect of the nature and condition of the real estate sold. The obligations under such representations and warranties typically last for several years following the sale. In particular, alstria may be exposed to liability claims of acquirers who argue that certain statements of alstria were incorrect or that alstria did not comply with its obligations under the real estate sale agreements. This could lead to legal disputes or litigation with the acquirers that may entail the obligation of alstria to make payments to such acquirers. To the extent alstria made representations and warranties vis-à-vis third parties in connection with remediation work and alstria will be held liable under such representations and warranties, it cannot be excluded that alstria will be unable to have recourse to the companies contracted by alstria.

Legal disputes and obligations under liability claims could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria acquired properties from public authorities in bidding processes that could be deemed to be non-compliant with applicable legal standards.

alstria acquired some of the properties in its portfolio in bidding processes from public authorities. The sale of land and buildings by public authorities must be in compliance with European state aid rules. These rules are aimed at preventing prohibited state aid. If a transaction is not compliant with European state aid rules, the transaction entered into could be deemed null and void. The details of the bidding processes are not disclosed to alstria by the respective sellers. alstria's management is not aware of any allegations of non-compliance with these rules. If a court found the bidding process relating to any acquisition by alstria to be non-compliant with applicable legal standards and the underlying agreements to be void, alstria would be obligated to re-transfer the respective properties to the seller in exchange for the purchase price paid for such properties. This could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Financing Risks

The unavailability of debt financing or refinancing on attractive terms due to current or future market conditions could impair alstria's ability to implement its business plan.

In the past, alstria has taken on debt to refinance existing financial obligations, as well as to finance acquisitions, and alstria intends to continue doing so in the future by raising loans and issuing bonds. Its ability to refinance existing financial obligations by taking on new debt or extending existing loans could be impeded as a result of alstria's level of debt at the relevant time. alstria's existing debt could lead banks to refuse to grant new loans, to make new loans available to it only on less favorable financial terms, to refuse to extend existing credit lines, or extend them only on less favorable terms. Furthermore, alstria's access to new debt or funds from existing loans depends on the ability and willingness of financial institutions to provide such loans on reasonable economic terms. E.g. if the capital and credit markets experience extreme volatility and disruption such as happened in 2008, the availability of liquidity and credit capacity may be constrained.

In addition, if the Company were unable to maintain or replace existing financing on equally favorable terms, it might be forced to sell properties on unfavorable terms in order to meet its payment obligations, even if alstria's strategy is to keep such properties or even if the reported fair value of such properties is above the market price at which a sale could be concluded at the time.

Apart from the fixed rate notes issued in 2015 (the "**Fixed Rate Notes 2015**"), alstria currently relies to a significant extent on debt financing and intends to finance future purchases of real estate with a portion of debt. As a result, alstria depends on the willingness of financial institutions to make new, and to extend existing, loans to alstria on beneficial terms, including regarding collateral requirements. The general conditions for real estate financing are subject to constant change. The attractiveness of different financing options depends on a variety of variable factors, many of which are outside alstria's control. Such factors include interest rates, the amount of financing required, general tax conditions, and the assessment by financial institutions of the value and the recoverability of the properties to be used as collateral for loans, or their evaluation of the general economic environment. In particular, a significant increase in interest rates would result in higher expenses and could result in a shortage of credit available to finance real estate acquisitions and projects. If alstria were not to obtain debt financing or refinancing on attractive terms this may prevent alstria from implementing its business plan or would make alstria incur higher financing costs. These factors could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Since alstria partially utilizes third-party variable interest rate debt financing to pay for the acquisition, maintenance and refurbishment of its properties, alstria is exposed to interest rate risks.

The interest rates for debt are currently at a relatively low level. alstria may utilize third-party variable interest rate debt financing to pay for the acquisition, maintenance and refurbishment of its properties. When variable interest rate financing is used, alstria's costs may increase if interest rate levels rise. In an attempt to control its interest rate risks, alstria enters into hedging transactions. However, if hedging counterparties were not able to meet their obligations or if alstria's hedging policies proved to be ineffective for other reasons, alstria's interest expenses could be higher than anticipated. A significant increase in interest expense could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to risks deriving from the volatility of market values of hedging instruments and other derivatives employed as well as counterparty risks.

In an attempt to protect itself against rising interest rate costs under its third-party variable interest rate debt financing, alstria has employed and will employ hedging and derivatives instruments to hedge its interest rate risk. Such hedging and derivatives instruments are reflected in the balance sheet of the Company at fair value. Due to market volatility the value of such instruments is subject to changes, and if markets develop unfavorably alstria may be required to write-down the value of such instruments which would have a negative impact on the results of the Company. The value of hedging instruments depends also on the solvency of the respective counterparty to the hedge.

If the markets develop not in favor of alstria or if the risk of a counterparty being unable to meet its obligations under a hedge materializes alstria's financial condition and results of operations may be materially adversely affected.

A breach of covenants under alstria's financing arrangements could entail increased interest payments, a forced sale of assets or a suspension of dividend payments, and cross-default provisions may exacerbate existing risks.

alstria's financing arrangements (including the Fixed Rate Notes 2015 as well as the Notes) contain financial covenants that require among other things the Company to maintain certain financial ratios. In the event that the Company breaches certain covenants under its current financing this may lead to a step-up in respect of the interest rate and/or annual amortization quotes and thereby increase the Company's payment obligations significantly. In addition, the Company may even be required to immediately repay the respective borrowings in whole or in part, together with any related costs. In such a situation, the Company may be forced to sell some or all of its assets unless it has sufficient cash resources or other credit facilities available to make such repayments. In addition, a lender may sell such assets or procure their sale to the extent that assets serve alstria as collateral for such borrowings. The Company may also be required to suspend payment of its dividends in case of breaches of covenants under its current financing agreements. All of the foregoing could have material adverse effects on alstria's business, as well as on its financial condition and results of operations.

Some of alstria's financing arrangements also contain cross-default provisions which permit creditors to declare the financing instruments of alstria due for repayment or to terminate the financing instruments or other agreements of alstria should other liabilities of alstria not be paid when due, or be accelerated or the creditor be entitled to declare its receivables due. If such cross-default provisions are triggered, this could result in substantial losses for the Company and could significantly reduce its access to capital, which could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Legal Risks

alstria's business is dependent on the general legal situation in Germany. Any adverse change in the legal situation such as binding regulations relating to environmental modernization, restrictions of modernization alternatives or regulations (including taxes) could have adverse effects on alstria's business.

alstria's business is dependent on the general legal framework applicable to office properties, e.g. German tenancy law and special provisions of other laws including social, building and monument protection laws. For the specific risks associated with the German tenancy law, see the sections "*Risk Factors – A. Risks Relating to the Issuer - Legal Risks – alstria's tenants could attempt to prematurely terminate their lease agreements based upon strict formal requirements under German law for long-term leases which could lead to a reduction or loss of rental income.*" and "*Courts may declare certain provisions of alstria's lease agreements void.*".

All adverse amendments to German laws at the level of the Federal States and at the national level and changes in their construction or application may have a negative impact on alstria.

Raised standards in environmental laws may also cause considerable additional costs for alstria. Under the German Ordinance on Energy Saving (*Energieeinsparverordnung*, "**EnEV**"), which was revised with effect from 1 May 2014, the landlord is responsible for making investments in renovation

work for the purpose of reducing the energy consumption (including through heat insulation). In certain circumstances, thermal renovation of the building in question will be necessary. For example, landlords are required to renovate the roofs of their let properties so as to meet minimum heat insulation standards. Moreover, the landlord or the seller of a property will be required to present an energy certificate (*Energieausweis*) before concluding a new lease or sale and purchase agreement. Where a property is offered (for sale or lease) via commercial media, the energy performance rating of the property is also to be indicated in accordance with the available energy certificate. Since 31 December 2013, owners of properties with a special centralized facility for water heating are required to test the stored fresh water for legionella and to repeat this test at least in three-year or even yearly intervals, depending on the size of the facility, which will cause additional costs for them.

In the case of buildings which are subject to an order for the protection of historical buildings (*Denkmalschutz*), the required compliance with provisions for the protection of historical buildings may entail more time spent on maintenance and modernization procedures or may even lead to the landlord becoming unable to carry out certain modernization or maintenance measures. This may also lead to a significant increase in costs. These factors may also have a negative impact on alstria's ability to sell or let the respective properties or to use them as security for funding purposes. For specific risks in connection with the German laws on the protection of monuments, see the section "*Risk Factors – A. Risks Relating to the Issuer – Legal Risks – alstria may be exposed to risks resulting from legal restrictions with respect to required or desired refurbishments.*".

All these factors may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria's tenants could attempt to prematurely terminate their lease agreements based upon strict formal requirements under German law for long-term leases which could lead to a reduction or loss of rental income.

The real estate properties owned by alstria are primarily subject to long-term commercial lease agreements. Pursuant to German law, long-term lease agreements can be terminated prior to their contractually agreed expiration date if certain formal requirements are not complied with. These include the requirement that there is a document that contains all the material terms of the lease agreement, including all attachments and amendments, and is signed by both parties. Although the details of the applicable formal requirements are assessed differently by various German courts, most courts and legal commentators agree that such requirements are, in principle, to be interpreted strictly. It cannot be ruled out that not all lease agreements regarding real estate owned by alstria satisfy the strictest interpretations of these requirements. Consequently, some of alstria's tenants might attempt to invoke alleged non-compliance with these formal requirements (or other requirements to be met by a landlord) in order to procure an early termination of their lease or favorable renegotiation of the terms of the lease, to the detriment of alstria.

Premature loss of tenants and the ensuing loss of rental income, a failure to renew lease agreements, at all or at favorable conditions, and uncertainties regarding the validity of long-term lease agreements could have a material adverse effect on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Courts may declare certain provisions of alstria's lease agreements void.

alstria may incur unexpected expenses if courts, which tend to rule in favor of the interests of tenants, declare certain provisions of alstria's lease agreements void, such as provisions regarding the end of lease obligations, the allocation of renovation costs at lease end, the allocation of ancillary costs (*Nebenkostenvereinbarung*) or the allocation of ancillary costs for common areas. This could have a material adverse effect on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may incur unexpected or higher-than-expected refurbishment or maintenance costs due to stricter or new legal requirements or may suffer disadvantages from other changes in law.

alstria's long-term business planning assumes that the legal framework concerning the development, use, leasing and taxation of real estate properties will remain generally unchanged. However, changes in economic or political framework conditions may lead to changes in landlord-tenant

legislation, building and construction laws and regulations, environmental laws and regulations, tax laws and other laws affecting the real estate property industry and alstria's business. Furthermore, changes in the legal application of existing legislation by public authorities or legal rulings might occur. A changed interpretation of existing laws as well as the enactment of stricter laws and regulations governing, for example, the existence of asbestos and other hazardous construction materials in existing buildings, the remediation of existing environmental contamination, access for disabled people, fire protection requirements, government promotion measures or other matters could increase alstria's costs of maintaining, refurbishing, owning and leasing properties, which could have a material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is exposed to restrictions under existing public laws and potential claims resulting from encroachment under existing civil law.

alstria is subject to various restrictions under existing public laws, including, but not limited to, public planning regulations and public building restrictions affecting, among other things, the development and use of alstria's real estate properties and buildings. alstria currently cannot guarantee that it is in full compliance with all of these laws with respect to certain properties. In addition, some buildings owned by alstria encroach upon neighboring properties. If the encroachment has been undertaken intentionally or gross negligently, the owner of the affected property can demand the demolition of the part of the building encroaching on his property and is entitled to compensation for losses of the pro-rata benefits earned by using or leasing the building. In all other cases, the owner of the affected property may be entitled to a yearly rent. The non-compliance with any of these restrictions or the invalidity of any permit, certificate of protection or any other required consent that alstria obtained as well as the assertion of claims against alstria due to encroachments could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is required to comply with the requirements under the European Market Infrastructure Regulation ("EMIR") of the European Union covering OTC derivatives.

On 16 August 2012, the regulation covering over-the-counter ("OTC") derivatives, central counterparties and trade repositories, also known as European Market Infrastructure Regulation ("EMIR") came into force. EMIR provides that certain standard OTC derivative contracts exceeding certain clearing thresholds must be cleared through central counterparties. alstria uses OTC derivatives to a substantial degree for hedging purposes. Even if non-financial firms using OTC derivatives to mitigate risks arising from their core business activities are under certain conditions exempted from the clearing requirements, alstria as a non-financial counter-party could be obligated to clear its derivatives under the EMIR regulation in case certain thresholds of OTC derivatives held by alstria are exceeded. This would have material adverse effects on alstria's liquidity position and financial conditions.

alstria is exposed to risks arising from environmental liability, since alstria's buildings may contain undetected hazardous materials (such as asbestos) to an unanticipated extent or alstria's real estate may be contaminated or otherwise affected by environmental risks or liabilities, such as contaminated sites and harmful soil alterations.

Despite the due diligence examination that alstria customarily undertakes when acquiring new properties, alstria or its advisors or experts could erroneously evaluate, or could have erroneously evaluated, environmental risks at the time of acquisition of real estate. As a result, alstria's buildings may contain undetected hazardous materials (such as asbestos) to an unanticipated extent or alstria's real estate may be contaminated or otherwise affected by environmental risks or liabilities, such as contaminated sites and harmful soil alterations. The remediation and disposal of such hazardous substances, as well as other soil and/or groundwater contamination or other environmental liabilities associated with a real estate property could entail significant costs and expenses. Even if alstria may have claims for compensation against the seller of affected real estate or against the party responsible for the pollution or contamination, such compensation may be unrecoverable for reasons such as the insolvency of the seller or third party or the expiration of the applicable statute of limitations.

The management board of the Company (the "**Management Board**") is aware that some of the buildings owned by alstria contain hazardous materials such as asbestos and that some real estate properties are affected by environmental contamination. If the extent of such hazardous materials or contamination is greater than currently known, or if remediation measures are required in the future or other environmental liabilities arise, alstria might incur significant costs, including costs for remediation

and relocation of tenants. Furthermore, tenants might refuse to pay part or all of the agreed rent until the contamination has been remedied or might extraordinarily terminate their lease agreements or assert damage claims, including in connection with an interruption of their business. Additionally, employees or tenants might claim personal damages, if the contamination is serious or health threatening.

If any of the risks mentioned above materialize, this could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria may be exposed to risks resulting from legal restrictions with respect to required or desired refurbishments.

Several of alstria's properties are registered as monuments of architectural, archeological or historic interest or are considered eligible for listing. These properties are, or in the case of properties not yet listed, may become, subject to obligations, restrictions and consent requirements under German law respecting monument protection. Furthermore, architects may hold a copyright on building designs as a result of which alterations to a building require their consent. An intended refurbishment might be permissible only with the consent of the architect of the building (or its legal successor) and/or the relevant authority for protection of monuments, whose consents might not be granted. alstria may be required to maintain the monument status and incur increased costs. In addition, numerous laws and regulations, including building and environmental laws and regulations, restrict the rights of an owner to alter or refurbish real estate property at the owner's discretion. As a result of such restrictions, alstria might not be able to implement required or desired refurbishments at all or in the manner planned, or the related costs could be higher than originally planned. This could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

alstria is dependent on the observance of compliance standards by all employees and management.

On the basis of documented policies and procedures as well as applicable law, alstria's business depends on its employees and the members of the management being in compliance with such laws, policies and procedures. If alstria's senior management fails to document and reinforce alstria's policies and procedures or employees commit criminal, unlawful or unethical acts (including corruption), this could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations, also by harming alstria's reputation in the real estate market and thereby negatively affecting future business opportunities.

As a German REIT-AG, alstria office REIT-AG is at least in part subject to the general tax situation in Germany. As a result of changes in tax laws or their application or construction, alstria's tax burden resulting e.g. from the tax treatment of dividend payments may rise. Moreover, alstria is subject to general tax-law risks, e.g. in connection with current or future tax assessment notices, tax audits or court proceedings.

The corporate structure of alstria requires a large number of inter-company services and supplies. Owing to their activities and material restructurings in the last years, the tax structure of alstria is complex.

Changes in tax laws – based on national as well as European or international initiatives – or their construction or application by courts or the fiscal authorities may result in a different tax-related assessment of transactions and, thus, in a higher tax burden. In addition, changes in tax laws might also affect the tax treatment of dividend payments. Sometimes, changes in laws are adopted with retroactive effect. Changes in tax laws or their application or construction might have adverse effects on alstria's assets, financial condition and results of operations.

Tax assessment notices: So far, neither alstria nor DO Deutsche Office AG have received all outstanding tax assessment notices, including those of their subsidiaries. Any deviation of the tax-related assessment by the fiscal authorities from the expectations of the Company or DO Deutsche Office AG or their subsidiaries may result in a higher tax burden of any of these companies. Moreover, an additional amount of interest may be charged on additional tax payments for the period beginning 15 months after the end of the calendar year in which the tax arose, up to the issuance of the tax assessment notice.

Tax audits: In the Federal Republic of Germany, companies are subject to regular tax field audits. The fiscal authorities may assess tax-law relevant matters – e.g. in connection with the tax assessment or as a result of a tax audit – in a different manner than the taxpayer. This applies in particular with respect to changes in the holding company within alstria or other restructuring measures. In addition, in particular expenses such as interest expenses may be treated as non-deductible or real estate transfer tax might be assessed. Moreover, fiscal unities (*steuerliche Organschaften*) of the subsidiaries of DO Deutsche Office AG might be considered invalid if, for example, one or several profit transfer agreements are assessed to be ineffective or to have been improperly implemented or if other requirements for fiscal unities are not met. Irrespective of the general exemption of alstria from corporate income tax and trade tax, there is a risk that alstria must pay additional taxes for past periods. Current and future tax audits in Germany or other countries may result in a higher tax burden and interest payments which would have adverse effects on alstria's assets, financial condition and results of operations. Such tax audits and other investigations accordingly may result in an assessment of a higher tax. This could have an adverse effect on alstria's assets, financial condition and results of operations.

Tax proceedings: alstria or its subsidiaries might be involved in tax disputes, such as appeal proceedings, court proceedings or other proceedings. The result of any such tax proceedings cannot normally be predicted and may have an adverse effect on alstria. Any tax proceedings might have an adverse effect on alstria's assets, financial condition and results of operations.

Moreover, further tax risks exist in respect of the following issues, among others:

Restructurings: Material restructurings which were carried out in the past within alstria might result in a higher tax burden. Material restructurings, also involving the transfer of real estate, were carried out in the past assessment periods which have not yet been the subject of a tax audit. Still, there may be unpredicted tax consequences based on the complexity of individual transactions. Such tax consequences might have adverse effects on alstria's assets, financial condition and results of operations.

Value-added tax: With respect to the rental turnover which is generally exempt from value-added tax ("VAT"), alstria or its subsidiaries generally opt for a waiver of the exemption from VAT under letting or leasing agreements, to the extent this is possible under the German Value Added Tax Act (*Umsatzsteuergesetz*). However, this is not possible for some of the lease agreements in view of the VAT status of the tenants. As a consequence, alstria is not entitled to make a deduction, or to refund input tax paid, at all or in the full amount in this regard. As a result, there is the risk that alstria might incur considerably higher tax burdens, in particular in the event of a further increase of the VAT rate, which might have adverse effects on alstria's assets, financial condition and results of operations.

alstria is a party to numerous legal disputes, the outcome of which is uncertain.

alstria office REIT-AG, its subsidiaries and its affiliates are parties to numerous legal disputes in and out of court as well as respondents in some legal disputes. These in particular include disputes about construction defects, as well as some isolated disputes with tenants as well as administrative law proceedings. The most significant proceedings include, without limitation:

- alstria claims for damages from its tenant, on the basis of improper use of belongings of the lessor. Substantial refurbishment measures have become necessary due to various damages to the belongings. Furthermore, it was determined that modifications (IT wiring, emergency lighting) ordered by the tenant were not professionally conducted and hence, fire protection deficiencies exist. The value in litigation amounts to €2.9 million.
- alstria claims for damages from a (real estate) vendor with regard to deficiencies that have not been disclosed within the course of a due diligence by the vendor. The value in litigation amounts to €1.3 million.
- Some shareholders of Prime Office REIT-AG (now DO Deutsche Office AG), which ceased to exist as a result of the merger of Prime Office REIT-AG into OCM German Real Estate Holding AG, consider the exchange ratio to have been set too low, putting them at a disadvantage. Judicial arbitration proceedings have been initiated with the aim of improving the exchange ratio. Should a decision be rendered in favor of the suing shareholders, a cash compensation payment would have to be made to all former

shareholders of Prime Office REIT-AG. A decision which is unfavorable for Deutsche Office or its legal successors might result in a significant financial burden and hence have a considerable adverse impact on the net assets, financial condition and results from operations of Deutsche Office Group.

- DO Deutsche Office AG received a third party notice. The respective litigation is concerning a warranty claim that arose out of a purchase of an object. The value in litigation amounts to €1.0 million.

The outcome of these proceedings is uncertain. Furthermore, it is possible that legal disputes with significant amounts in dispute could also arise in the future, for example with regard to the general terms and conditions used by alstria for work performed as a property developer. If alstria is wholly or partly defeated in disputes that have a significant value at issue, this could have material adverse effects on its business, as well as on its financial condition and results of operations.

Risks Related to the Company's Status as a G-REIT

alstria office REIT-AG may fail to meet statutory requirements under the REITG, which may entail serious sanctions for the Company (including loss of its tax exemption).

In its capacity as a G-REIT, alstria office REIT-AG has to fulfill certain requirements in order to retain its status as a G-REIT and still benefit from tax exemptions. In case the Company does not fulfill such requirements, it could face the loss of the tax exemption and the revocation of the G-REIT status.

In particular, in case alstria office REIT-AG in its capacity as a G-REIT fails to fulfill other certain requirements specified in detail in the German Act on German Real Estate Stock Corporations with Listed Shares (*Gesetz über deutsche Immobilien-Aktiengesellschaften mit börsennotierten Anteilen*; "REITG" or "REIT Act"), the exemption from corporate income and trade tax would cease at the following points in time, respectively:

- as of the end of the fiscal year which precedes the fiscal year in which the loss of the admission to trading on an organized stock exchange occurred;
- as of the end of the fiscal year which precedes the fiscal year in which the threshold for real estate trading was exceeded;
- as of the end of the third fiscal year, if for three consecutive fiscal years the free float requirement (at least 15% free float) has not been satisfied;
- as of the end of the third fiscal year, if for three consecutive fiscal years the minimum equity (the equity of the G-REIT must not fall short of 45% of its real estate properties) has not been satisfied;
- as of the end of the third fiscal year, if for three consecutive fiscal years the maximum shareholding test (none of the shareholders in a G-REIT must directly hold 10% or more of the G-REIT's shares or voting rights) is violated;
- as of the end of the third fiscal year, if for three consecutive fiscal years the asset mix test (at least 75% of the assets must consist of real estate properties), the income mix test (at least 75% of the gross income must be generated from letting, leasing including operations closely related to real estate properties or disposing of real estate properties) or the minimum distribution requirement (at least 90% of the net profit of the year must be distributed by the end of the following fiscal year) have not been satisfied or the prohibition of providing ancillary services by the G-REIT itself (or by a real estate holding partnership held by the G-REIT) for third parties against consideration has been violated, provided that in each case the same rule has been violated respectively; or
- as of the end of the fifth fiscal year, if the G-REIT has violated any of the requirements under the asset mix test, the income mix test or the minimum distribution requirement or the prohibition of providing ancillary services for third parties against consideration for five consecutive fiscal years, irrespective of whether the same rule has been violated.

While this is not provided for in the pertinent provisions of the REITG, alstria's tax exemption could be lost in the case alstria loses its status as a G-REIT, e.g., due to a permanent violation of the REITG as a result of the Takeover.

The loss of the tax exemption might trigger various material adverse tax consequences for the Company, in particular the following:

- alstria office REIT-AG would become subject to corporate income and, possibly, trade tax on its taxable profits;
- alstria office REIT-AG could only regain its tax exempt status after the completion of a period of four years since the loss of the tax exemption;
- the profits of alstria office REIT-AG that were generated during the period of its tax exemption but not distributed would be subject to taxation at the level of the Company in the first year for which the tax exemption had been lost.

In case of a loss of the tax exemption due to a violation of the free float requirement in three consecutive years or due to a violation of the 10% threshold (if for three consecutive years any of the shareholders in the Company directly holds 10% or more of the Company's shares or voting rights), alstria would be obligated pursuant to section 20 of the Company's articles of association (the "**Articles of Association**") to compensate those shareholders in cash who hold or are deemed to hold less than 3% of the voting rights in the Company at the time of termination of the tax exemption. The compensation would have to equal the disadvantage in terms of distributions that results from the termination of the tax exemption considering the tax benefits of the shareholders on a lump-sum basis and will be determined with binding effect for the shareholders by an auditor.

Furthermore, it is possible that in such a case additional claims for damages might be asserted. This may have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

In its capacity as a G-REIT, the Company could therefore face a potential loss of its tax exempt status and its status as a G-REIT which could have material adverse effects on alstria's assets and liabilities, as well as on its financial condition and results of operations.

alstria office REIT-AG or DO Deutsche Office AG may face statutory payment obligations if certain statutory requirements to maintain its G-REIT status are not, or have not been, fulfilled, e.g. the requirements of the asset mix test (75% of the assets must consist of real estate properties) or of the income mix test (75% of the gross income must be generated from letting, leasing or disposing of real estate properties) as well as in case that less than 90% of the net profit for the year determined in accordance with German generally accepted accounting principles (German Commercial Code (Handelsgesetzbuch; "HGB")) were distributed and alstria office REIT-AG thereby would infringe the minimum distribution requirement under the REITG.

In its capacity as a G-REIT, the Company has to fulfill certain statutory requirements to maintain its G-REIT status. alstria office REIT-AG could face serious statutory payment obligations if certain requirements, in particular the requirements of the asset mix test (75% of the assets must consist of real estate properties) or the income mix test (75% of the gross income must be generated from letting, leasing including operations closely related to real estate properties or disposing of real estate properties) were not met. The amount of the respective statutory payment obligations is linked to the extent to which the relevant threshold is missed. The statutory payment obligation may amount to 1% - 3% of the amount by which the value of the real estate properties falls short of 75% of the value of the total assets, as well as between 10% - 20% of the amount by which the gross income from letting, leasing or disposing of real estate properties is less than 75% of the overall income.

Statutory payment obligations would also be imposed on the Company, if less than 90% of the net profit of the year were distributed and the Company thereby would infringe the minimum distribution requirement under the REITG. The statutory payment obligation would amount to 20% - 30% of the amount by which the distributions fall short of 90% of the net profit of the year. A statutory payment obligation would further arise if the Company or a real estate holding partnership held by the Company

provides ancillary services to third parties against consideration. The statutory payment obligation would amount to 20% - 30% of the income obtained from those ancillary services.

Since DO Deutsche Office AG is the universal successor of Prime Office REIT-AG which ceased to exist as a result of the merger of Prime Office REIT-AG into OCM German Real Estate Holding AG, DO Deutsche Office AG is exposed to similar potential statutory payment obligations as stated above.

The Company or DO Deutsche Office AG could therefore face the imposition of significant statutory payment obligations if it does not comply with certain statutory requirements for a G-REIT for a certain period as set forth in the REITG. This could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Unforeseen burdensome requirements or harmful consequences may result for alstria office REIT-AG and the Company's shareholders as a consequence of the relevant provisions of the REITG, e.g. if the Company interprets new legislation in a way that later turns out to contradict the interpretation of courts and/or competent authorities or if the Company has overlooked or could overlook burdensome requirements or harmful consequences resulting from the REITG.

Since the Company was the first G-REIT in Germany, it was among the first companies that had and have to interpret and apply the REITG. As there are no (or very limited) precedents with respect to the correct interpretation and application of the legislation, and only limited market expertise or insufficient guidance, alstria's management runs an unusually high risk that it may interpret the legislation in a way that later turns out to contradict the interpretation of courts and/or competent authorities. Furthermore, alstria's management may have overlooked or may overlook burdensome requirements or harmful consequences resulting from the REITG. No guarantee can be given that any of the foregoing will not entail harmful consequences for alstria or its shareholders, including the future loss of the G-REIT status for the Company or payment obligations or the necessity to incur significant costs or perform other currently unforeseen actions, including restructurings, in order to comply with legal requirements or to maintain the G-REIT status.

In addition, future legislation may lead to changes to the REITG. Such changes to the legal framework for REIT companies might result in disadvantages for alstria office REIT-AG which might be forced to adapt to the new legal situation resulting in additional expenses.

If any of the risks mentioned above materializes, this could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Compliance with the requirements of the REITG may significantly limit alstria's flexibility in business matters which could have material adverse effects on alstria's business, e.g. the requirement to generally distribute to its shareholders at least 90% of the net profit for the year determined in accordance with German generally accepted accounting principles (HGB).

In its capacity as a G-REIT, alstria office REIT-AG has to fulfill certain statutory requirements. The minimum distribution requirement under the REITG provides that a G-REIT must generally distribute to its shareholders at least 90% of the net profit for the year determined in accordance with German generally accepted accounting principles (HGB). In order to retain flexibility, in particular with respect to the financing of new acquisitions, it could seem preferable for the Company to retain profits instead of distributing them. However, the violation of the minimum distribution requirement would result in statutory payment obligations, which would amount to 20% - 30% of the amount by which the actual distributions were below 90% of the net profit of the year.

A statutory payment obligation would further arise if alstria office REIT-AG or a real estate holding partnership held by alstria provides ancillary services to third parties against consideration. The payment obligation would amount to 20% - 30% of the income obtained from those ancillary services.

Thus, in order to comply with the REITG, the Company is more restricted and has less flexibility in business matters than most of its competitors which could have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

As a result of legal restrictions on the ownership of residential properties for G-REITs, alstria might be disadvantaged compared to other investors in connection with the acquisition of portfolios which also include residential properties.

The restrictions regarding the ownership of residential properties by G-REITs may impede alstria's competitive position as a purchaser in connection with the sale of office property portfolios which also include residential properties. In contrast to other potential buyers, alstria might in such case not be able to offer to acquire the entire portfolio, including the residential properties, in light of alstria's G-REIT status. This might have material adverse effects on alstria's business, assets and liabilities, as well as on its financial condition and results of operations.

Risks Related to the Company's Shareholder Structure

Following the Takeover, Oaktree is able to exercise significant influence over matters resolved by the Company's general meeting of shareholders, and its interests may not always be aligned with the interests of other shareholders.

According to the notifications received by alstria office REIT-AG as of the date of this Prospectus in accordance with the WpHG Oaktree controls 25.38% of the share capital of the Company. However, no entity holds directly 10% or more in the share capital of the Company. As a result, Oaktree may be in a position to control the passing of any resolutions at the general meeting of shareholders of the Company. According to section 15 para. 5 of the Company's Articles of Association, resolutions of the general meeting, except as otherwise prescribed by mandatory law, can be passed with a simple majority of the votes cast and, if the law prescribes a majority of share capital in addition to the majority of the votes cast, resolutions can be passed with a simple majority of the share capital represented at the adoption of a resolution. As a result, Oaktree under certain conditions may be able to control the passing of resolutions with respect to a wide range of matters, including the election of members of the Company's supervisory board (the "**Supervisory Board**"), the payment of dividends, the election of auditors, the delisting of the shares of the Company from the Regulated Market of the Frankfurt Stock Exchange, and changes to the Articles of Association (except for changes to the business purpose of the Company, capital increases that exclude subscription rights of the shareholders or the creation of authorized or conditional capital). In the event of limited attendance by other shareholders, Oaktree may represent three quarters of the share capital represented when a resolution proposal is voted on in a shareholders' meeting. In this case, Oaktree would be able to control the passing of resolutions relating to, for example, increases of the share capital that exclude statutory subscription rights of the shareholders, modifications of the business purpose of the Company, the dismissal of members of the Supervisory Board, and mergers, spin-offs or conversions pursuant to the provisions of the German Corporate Transformation Act. Furthermore, by virtue of a majority of votes, Oaktree will be able to block resolutions of the Company's general meeting.

Future capital increases or other financing transactions through the capital market, like the issuance of corporate bonds or convertible bonds, might be difficult due to a hostile capital market environment or due to a reduced attractiveness of the Company as issuer of securities.

In recent years, the Company issued a corporate bond, referred to in this Prospectus as the Fixed Rate Notes 2015 (for more information see the section "*Risk Factors – A. Risks Relating to the Issuer – Financing Risks – The unavailability of debt financing or refinancing on attractive terms due to current or future market conditions could impair alstria's ability to implement its business plan.*"), a convertible bond and made several capital increases. The Company may again need to access the capital market in the future in order to refinance existing liabilities or to finance its further growth. Future transactions might, however, be difficult or even impossible due to a hostile capital market environment or due to a reduced attractiveness of the alstria Shares for investors. This may in particular be the case as a result of the fact that the stock exchange price of the alstria Shares is subject to fluctuations. These price fluctuations may in part be attributable to the high price volatility of the shares of listed companies in general, and of real estate companies in particular, but also to specific developments at the Company. In particular, the following factors, among others, could affect the stock exchange price of the alstria Shares: profit forecasts; market expectations about the valuation, development of value, and appropriate capitalization of real estate companies in general; investors' assessment of alstria's property portfolio; changes in the valuation of other real estate companies; alstria's creditworthiness; etc. Moreover, changes in the Company's business results or those of companies comparable to it, as well as changes in the general situation within the sector or the economy as a whole, as well as the financial markets could cause

substantial fluctuations in the price of the alstria Shares. In general, securities markets have been subject to substantial fluctuations in prices and trading volumes in the past. Irrespective of the Company's business performance, its operating results, or its financial conditions, such fluctuations could have material adverse effects on the price of the alstria Shares. A reduced attractiveness of the alstria Shares would as well limit the Company's ability to issue shares, notes, convertible bonds or other financial instruments to finance its operations and might significantly restrict or even terminate the Company's ability to use the capital markets as a source for its future financing.

B. Risks Relating to the Notes

The Notes may not be a suitable investment for all investors.

Potential investors should consider whether an investment in the Notes is appropriate in their respective circumstances and should consult with their legal, business, and tax advisors to determine the consequences of an investment in the Notes and to form an independent opinion whether to invest in the Notes.

An investment in the Notes is only suitable for investors who:

- (a) possess sufficient knowledge and experience in financial and business matters to make a meaningful evaluation of the chances and risks of an investment in the Notes and the information contained in, or incorporated by reference into, this Prospectus or any supplement hereto;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate such chances and risks in the context of the potential investor's particular financial situation and to evaluate the impact the Notes will have on their overall investment portfolio;
- (c) understand thoroughly the terms of the Notes and are familiar with the behaviour of the financial markets;
- (d) are capable of bearing the economic risk of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (e) know that it may not be possible to dispose of the Notes for a substantial period of time, if at all, before maturity; and
- (f) are able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect a potential investor's investment and ability to bear the applicable risks.

If a loan is used to finance the acquisition of the Notes, the loan may significantly increase the risk of a loss.

If a loan is used to finance the acquisition of Notes by a potential investor and the Notes subsequently go into default, or if the trading price diminishes significantly, the investor may not only have to face a potential loss on its investment, but will also have to repay the loan and pay interest thereon. A loan may significantly increase the risk of a loss. Potential investors should not assume that they will be able to repay the loan or pay interest thereon from the profits of an investment in the Notes. Instead, potential investors should assess their financial situation prior to an investment in the Notes, as to whether they are able to pay interest on the loan, repay the loan on demand, and the possibility that they may suffer losses instead of realizing gains.

An investment in the Notes may be subject to inflation risks.

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Notes. If the inflation rate were to increase and match or exceed the nominal yield. The nominal yield is the interest rate (to par value) that the Issuer promises to pay Holders. The real yield of the Notes would be zero or even negative.

The Holders are subject to exchange rate risks and exchange controls.

The Notes are denominated in Euros. Potential investors should bear in mind that an investment in the Notes involves currency risks. This presents certain risks relating to currency conversions if financial activities of a holder of the Notes ("**Holder**") are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes, and (iii) the Investor's Currency-equivalent market value of the Notes.

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

The Holders are exposed to risks relating to fixed interest notes.

The Notes bear interest at a fixed rate. A Holder of a fixed interest rate note carries the risk that the price of such note may fall as a result of changes in the current interest rate on the capital market (the "**Market Interest Rate**"). While the nominal interest rate of a note with a fixed interest rate is fixed in advance for the entire duration or during a certain period, the Market Interest Rate typically changes on a daily basis. As the Market Interest Rate changes, the price of a note with a fixed interest rate also changes – but in the opposite direction. If the Market Interest Rate increases, the price of a note with a fixed interest rate typically falls until the yield of such note approximately equals the Market Interest Rate. If the Market Interest Rate decreases, the price of a fixed interest rate note typically increases until the yield of such note is approximately equal to the Market Interest Rate. Potential investors should be aware that movements of the Market Interest Rate can adversely affect the market price of the Notes and can lead to losses for Holders if they sell their Notes.

Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments.

Any person who purchases Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. As a general rule, the worse the creditworthiness of the Issuer, the higher the risk of a loss (see also "*A. Risks Relating to the Issuer*" above). A materialization of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due, actually has not decreased, market participants could nevertheless be of that opinion. Market participants may in particular be of this opinion if market participant's assessment of the creditworthiness of corporate debtors in general or debtors operating in the same industry as the Issuer adversely changes. If any of these risks occur, third parties would only be willing to purchase the Notes for a lower price than before the materialization of said risk, or not at all. The market value of the Notes may therefore decrease and investors could lose some or all of their investment.

The Holders' only remedy against the Issuer is the institution of legal proceedings to enforce payment or to file an application for insolvency proceedings.

The only remedy against the Issuer available to the Holders for recovery of amounts which have become due in respect of the Notes will be the institution of legal proceedings to enforce payment of the amounts or to file an application for the institution of insolvency proceedings. On an insolvency or liquidation of the Issuer, any Holder may only declare its Notes due and payable and may claim the amounts due and payable under the Notes after the Issuer has discharged or secured in full (i.e., not only with a quota) all claims that rank senior to the Notes.

The Notes will be effectively subordinated to the Issuer's debt to the extent such debt is secured by assets that are not also securing the Notes.

Although the Terms and Conditions require the Issuer and its material subsidiaries to secure the Notes equally if they provide security for the benefit of capital market indebtedness, the requirement to provide equal security to the Notes is limited to capital market indebtedness and is subject to a number of significant exceptions and carve-outs as set out in detail in the Terms and Conditions included in this Prospectus. To the extent the Issuer or any of its subsidiaries provides security interest over their assets for the benefit of other debt without also securing the Notes, the Notes will be effectively junior to such debt to the extent of such assets.

As a result of the foregoing, holders of (present or future) secured debt of alstria office REIT-AG may recover disproportionately more on their claims than the Holders in an insolvency, bankruptcy or similar proceeding. The Issuer may not have sufficient assets remaining to make payments under the Notes.

The Notes restrict, but do not eliminate, the alstria Group's ability to incur additional debt, create liens or take other action that could negatively impact the Holders.

The Terms and Conditions restrict the Issuer's ability to incur additional indebtedness and to create liens on its assets by requiring the maintenance of certain loan-to-value, interest coverage and unencumbered asset ratios. In addition, the Terms and Conditions permit Holders to require the Issuer to redeem or, at the Issuer's option, repurchase the Notes upon the occurrence of a change of control event. However, these restrictions and undertakings may nonetheless allow the Issuer and its subsidiaries to incur significant additional (secured or unsecured) indebtedness, to grant additional security for the benefit of existing and future indebtedness and to enter into transactions, including reorganizations, mergers, acquisitions and other similar corporate transactions that may adversely affect the Holders. As a result of the foregoing, the Issuer may not have sufficient assets to make payments on the Notes.

The Notes may not, or may cease to satisfy the criteria to be recognized as eligible collateral for the Eurosystem.

The Notes are issued in new global note ("NGN") form. The NGN form has been introduced to allow for the possibility of debt instruments being issued and held in a manner which will permit them to be recognized as eligible collateral for monetary policy of the central banking system for the euro (the "Eurosystem") and intraday credit operations by the Eurosystem upon issue or at any or all times during their life. However, in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time and the Notes may not, or may cease to qualify as eligible collateral for the Eurosystem. Investors should make their own assessment as to whether the Notes meet such Eurosystem eligibility criteria.

If the Notes are redeemed, a Holder of such Notes is exposed to the risk of a lower yield than expected.

The Issuer may redeem all outstanding Notes under certain circumstances as defined in the Terms and Conditions. If the Notes are redeemed, a Holder is exposed to the risk that due to such redemption his investment will have a lower than expected yield. In such circumstances, the investor might possibly not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

The Issuer's ability to redeem or repurchase such Notes upon the occurrence of a change of control event may be limited by its access to funds.

Upon the occurrence of a change of control event, the Holders will have the right to require the redemption or, at the option of the Issuer, repurchase (or procure the purchase) in whole or in part of all of their Notes at 101 per cent. of the principal amount of such Notes, plus unpaid interest accrued up to (but excluding) the date of redemption. The Issuer's ability to redeem or repurchase Notes upon such a change of control event will be limited by its access to funds at the time of the redemption or repurchase. The source of funds for these repayments would be the available cash or cash generated from other sources.

However, there can be no assurance that there will be sufficient funds available upon a change of control event to make these payments in connection with any required redemption or repurchase of tendered Notes.

There is no active public trading market for the Notes.

Application has been made for the Notes to be initially listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange. However, no assurance can be given as to whether such listing and/or admission to trading will be obtained and for how long it may be sustained.

Further, there can be no assurance regarding the future development of a market for the Notes or the ability of Holders to sell their Notes or the price at which Holders may be able to sell their Notes. If such a market were to develop, the Notes could trade at prices that may be higher or lower than the initial offering price depending on many factors, including prevailing interest rates, the Issuer's operating results, the market for similar securities and other factors, including general economic conditions, performance and prospects, as well as recommendations of securities analysts. The liquidity of, and the trading market for, the Notes may also be adversely affected by declines in the market for debt securities generally. Such a decline may affect any liquidity and trading of the Notes independent of the Issuer's financial performance and prospects. In an illiquid market, Holders might not be able to sell Notes at fair market prices, or at all. The possibility to sell Notes might additionally be restricted by country specific reasons. A potential investor must therefore be prepared to retain the Notes for an unspecified time period.

Transfer of the Notes will be restricted, which may adversely affect the value of the Notes.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended ("**Securities Act**"), or any U.S. state securities laws. Consequently, the Notes may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, and Holders who have acquired the Notes may be required to bear the cost of their investment in the Notes until their maturity. It is the Holders' obligation to ensure that their offers and sales of the Notes within the United States and other countries comply with applicable securities laws.

The development of market prices of the Notes depends on various factors.

The market value of the Notes is influenced by a change in the creditworthiness (or the perception thereof) of the Issuer and by the credit rating of the Issuer and a number of other factors including Market Interest Rate levels and rate of return.

The development of market prices of the Notes depends on various factors, such as changes of Market Interest Rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. Holders are therefore exposed to the risk of an unfavorable development of market prices of the Notes which could materialize upon a sale of Notes.

The trading market for debt securities may be volatile and may be adversely impacted by many events.

The market for debt securities issued by the Issuer is influenced by a number of interrelated factors, including economic, financial and political conditions and events in Germany as well as economic conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialized countries. There can be no assurance that events in Germany, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect. Accordingly, the price at which a Holder will be able to sell his Notes may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder.

Ratings may not reflect all risks and are subject to change.

Ratings assigned to the Issuer by rating agencies are an indicator of the Issuer's ability to meet its obligations under the Notes in a timely manner. The lower the assigned rating is on the respective scale the higher the respective rating agency assesses the risk that obligations will not be met at all or not be met in a timely manner. The market value of the Notes from time to time is likely to be dependent upon the level of credit rating assigned to the long-term debt of the Issuer. Rating agencies may change, suspend or withdraw their ratings at short notice. A rating's change, suspension or withdrawal may affect the price and the market value of the outstanding Notes. A Holder may thus incur financial disadvantages as he may not be able to sell the Notes at fair market value or will only be able to sell his Notes at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market and additional factors discussed herein, and other factors that may affect the value of the Notes. In addition, Moody's, S&P or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Incidental costs related in particular to the purchase and sale of Notes may have a significant impact on the profit potential of the Notes.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) may be incurred in addition to the purchase or sale price of the Notes. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro rata commissions, depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, investors may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third-party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), investors must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes. These additional costs may significantly reduce or eliminate any profit from holding the Notes.

Because the Global Notes are held by or on behalf of Euroclear Bank SA/NV ("Euroclear") and Clearstream Luxembourg ("CBL"), potential investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

The Notes will be represented by the Global Notes. These will be deposited with a common safekeeper for Euroclear and CBL (together, the "**Clearing System**"). Investors will not be entitled to receive definitive notes. Euroclear and CBL will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by the Global Notes, investors will be able to trade their beneficial interests only through Euroclear and CBL and the Issuer will discharge its payment obligations under the Notes by making payments to, or to the order of, the Clearing System for distribution to their account holders. A holder of a beneficial interest in the Global Notes must rely on the procedures of Euroclear and CBL to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of beneficial interests in, the Global Notes.

No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of this Prospectus.

The Terms and Conditions are based on the laws of Germany in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in

German law or administrative practice or the official application or interpretation of German law after the date of this Prospectus.

A potential investor may not rely on the Issuer, the Joint Bookrunners or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes.

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

A potential investor may not rely on the Issuer, J.P. Morgan Securities plc, Société Générale, UBS Limited and UniCredit Bank AG or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

Without independent review and advice, a potential investor may not adequately understand the risks inherent with an investment in the Notes and may lose parts or all of its capital invested without taking such or other risks into consideration before investing in the Notes.

The Terms and Conditions, including the terms of payment of principal and interest, can be amended by a Holders' resolution and any such resolution will be binding for all Holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding.

The Terms and Conditions may be amended or other measures relating to the Notes may be taken by majority resolution of the Holders. The voting process under the Terms and Conditions will be governed in accordance with the German Act on Issues of Debt Securities ((*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) "**SchVG**"), pursuant to which the required participation of Holder votes (*quorum*) is principally set at 50 % of the aggregate principal amount of outstanding Notes. In case there is no sufficient quorum, there is no minimum quorum requirement at a second meeting (unless the resolution to be passed requires a qualified majority, in which case Holders representing at least 25 % of outstanding Notes by principal amount must participate in the meeting or voting). As the relevant majority for Holders' resolutions is generally based on votes cast, rather than on principal amount of the Notes outstanding, the aggregate principal amount required to vote in favor of an amendment will vary based on the Holders' votes participating. Therefore, a Holder is subject to the risk of being outvoted by a majority resolution of such Holders and losing rights towards the Issuer against his will in the event that Holders holding a sufficient aggregate principal amount of the Notes participate in the vote and agree to amend the Terms and Conditions or on other matters relating to the Notes by majority vote in accordance with the Terms and Conditions and the SchVG.

The insolvency laws of Germany may not be as favorable to Holders as the laws of other jurisdictions. Further, the Issuer may shift its center of main interest to jurisdictions that are less favorable to Holders and thereby preclude or limit the chances of Holders to recover payments due on the Notes.

The Issuer is organized under the laws of Germany and has its registered offices in Germany and substantially all its assets are located in Germany. A court is therefore likely to hold that the center of main interest of the Issuer is in Germany. Consequently, provided that this presumption will not be rebutted and the center of main interest will not be shifted to another jurisdiction by the Issuer, any insolvency proceedings with regard to the Issuer are likely to be initiated in Germany and would most likely be governed by the insolvency laws of Germany. The provisions of German insolvency law may differ substantially from the insolvency laws of other jurisdictions, including with respect to any consolidation of assets and liabilities of a group of companies in the event of insolvency, preferred satisfaction of secured creditors from enforcement proceedings (*Absonderungsrecht*), the ability to obtain post-petition interest and the duration of the insolvency proceedings, and hence may be less favorable to Holders than comparable provisions of other jurisdictions. Further, it is feasible that the Issuer shifts its center of main interest, and thereby the applicable restructuring or insolvency laws, to another jurisdiction,

which offers less favorable terms to Holders than the laws of Germany. In addition, even without such intentional shift of the center of main interests by the Issuer, it cannot be ruled out that a court or other competent authority of such other jurisdiction will deem the restructuring or insolvency laws of such jurisdiction to be applicable and opens restructuring or insolvency proceedings under the laws of such jurisdiction with or without the consent of the Issuer.

Thus, the ability of Holders to recover payments due on the Notes may be or may become more limited or precluded than would be the case under the laws of other jurisdictions.

In case of certain events of default, the Notes will only be redeemable if Holders of at least 15 % of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration may be rescinded by majority resolution of the Holders.

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Principal Paying Agent has received such default notices from Holders representing at least 15 % of the aggregate principal amount of Notes then outstanding. In addition, under the SchVG, even if a default notice had been given by a sufficient number of Holders of the Notes, the Holders could rescind such acceleration by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices.

Holders should be aware that, as a result, they may not be able to accelerate the Notes upon the occurrence of certain events of default, unless the required quorum of Holders delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

Since no Holders' Representative will be appointed as from the Issue Date, it will be more difficult for Holders to take collective action with respect to the Notes.

No initial representative for the Holders ("**Holders' Representative**") will be appointed under the Terms and Conditions and as a consequence it will become more difficult for Holders to take collective action with respect to the Notes. Any appointment of a Holders' Representative of the Notes post-issuance of the Notes will, therefore, require a majority resolution of the Holders.

If a Holders' Representative has been appointed by majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, if such right was passed to the Holders' Representative by majority vote. In such case, the Holders' Representative becomes exclusively responsible to claim and enforce the rights of all of the Holders.

The Holders have no voting rights in shareholders' meetings.

The Notes are non-voting with respect to general shareholders' meetings of the Issuer. Consequently, the Holders cannot influence any decisions by the Issuer to defer interest payments or to optionally settle such arrears of interest or any other decisions by the Issuer's shareholders concerning the capital structure or any other matters relating to the Issuer.

Changes in Accounting Standards.

The Issuer's consolidated financial statements are prepared in accordance with IFRS, as applicable in the European Union, and the additional requirements of German commercial law pursuant to Section 315a para. 1 of the German Commercial Code (*Handelsgesetzbuch* – "**HGB**"). New or changed accounting standards may lead to adjustments in the relevant accounting positions of the Issuer. This might lead to a different perception of the market regarding the Issuer's creditworthiness. As a result, there is a risk that the market value of the Notes might decrease.

The income under the Notes may be reduced by taxes.

Potential investors should be aware that they may be required to pay taxes or other charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely on the tax

discussions contained in this Prospectus but to ask for their own tax advisor's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor.

Payments under the Notes may be subject to U.S. withholding under the Foreign Account Tax Compliance Act.

Assuming compliance with selling restrictions and other obligations of the parties to the issue documents, interest on a Note will not be subject to U.S. withholding tax, provided that financial intermediaries that are member participants of clearing organizations and through which a beneficial owner of Notes holds its Notes may be required to comply with certification requirements in respect of Notes issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**").

The United States has enacted rules, commonly referred to as Foreign Account Tax Compliance Act ("**FATCA**"), that generally impose a new reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest), gross proceeds from the disposition of property that can produce U.S. source interest and dividends and certain payments made by entities that are classified as financial institutions under FATCA. The United States and Germany entered into an intergovernmental agreement to implement FATCA (the "**Germany IGA**"). Under the Germany IGA, as currently drafted, the Issuer does not expect to be required to withhold amounts on payments it makes under FATCA. However, significant aspects of whether or how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made by the Issuer in the future. Prospective investors should consult their own tax advisors regarding the potential impact of FATCA.

Payments of principal and interest on the Notes and proceeds from the sale or other disposition of a Note may be subject to United States information reporting and backup withholding if the sale or payment is effected through a U.S. broker or another middleman with certain connections in the United States. Any amount withheld may be credited against a Holder's U.S. federal income tax liability or refunded to the extent it exceeds the Holder's liability. Prospective investors are encouraged to consult with their own tax advisers regarding United States information reporting and backup withholding rules.

The Financial Transactions Tax could apply to certain dealings in the Notes.

The European Commission has published a proposal for a directive for a common financial transactions tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). The proposed FTT could, if introduced in its current form, apply to certain dealings in the Notes in certain circumstances, in particular where at least one party is a financial institution. The FTT, if introduced, could apply to persons both within and outside of the Participating Member States. As a result, Holders may be burdened with additional costs for the execution of transactions with the Notes. Potential investors should refer with respect to the FTT to the section "*Taxation—The Proposed Financial Transactions Tax*".

TERMS AND CONDITIONS

ANLEIHEBEDINGUNGEN

(die Anleihebedingungen)

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie von Schuldverschreibungen (die "**Schuldverschreibungen**") der alstria office REIT-AG (die "**Emittentin**") wird am 12. April 2016 (der "**Begebungstag**") zum Gesamtnennbetrag von €500.000.000 (in Worten: fünfhundert Millionen) in einer Stückelung von €100.000 (die "**Festgelegte Stückelung**") begeben.
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch gegen Dauerglobalurkunde.*
- (a) Die Schuldverschreibungen werden anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") und, zusammen mit der Vorläufigen Globalurkunde, die "**Globalurkunden**") ohne Zinsscheine verbrieft sind, ausgetauscht. Jegliche Zinszahlungsansprüche aus den Schuldverschreibungen sind durch die jeweilige Globalurkunde verbrieft. Die Vorläufige Globalurkunde und die Dauerglobalurkunde werden jeweils von oder im Namen der Emittentin unterschrieben und sind jeweils von der Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden für die Schuldverschreibungen und Zinsscheine werden nicht ausgegeben.

Die Schuldverschreibungen werden in Form einer New Global Note (NGN) ausgegeben

TERMS AND CONDITIONS

(the Terms and Conditions)

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This series of notes (the "**Notes**") of alstria office REIT-AG (the "**Issuer**") is being issued in the aggregate principal amount of €500,000,000 (in words: five hundred million) in a denomination of €100,000 (the "**Specified Denomination**") on 12 April 2016 (the "**Issue Date**").
- (2) *Form.* The Notes are being issued in bearer form.
- (3) *Temporary Global Note – Exchange for Permanent Global Note.*
- (a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") and, together with the Temporary Global Note, the "**Global Notes**") without coupons. Any claim for interest payments under the Notes shall be represented by the relevant Global Note. The Temporary Global Note and the Permanent Global Note shall each be signed by or on behalf of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent. Definitive certificates representing individual Notes and coupons will not be issued.

The Notes are issued in new global note (NGN) form and are kept in custody on behalf of the

und von einem von den ICSDs bestellten *common safekeeper* (der "**Common Safekeeper**") im Namen der ICSDs verwahrt.

- (b) Die Vorläufige Globalurkunde wird gegen die Dauerglobalurkunde innerhalb von mindestens 40 und höchstens 180 Tagen nach dem Begebungstag ausgetauscht. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der Schuldverschreibungen keine U.S. Person(en) ist bzw. sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Solange die Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, werden Zinszahlungen erst nach Vorlage solcher Bescheinigungen vorgenommen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Begebungstag eingeht, wird als ein Ersuchen behandelt werden, die Vorläufige Globalurkunde gemäß diesem Absatz (b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in Absatz (7) definiert) geliefert werden.

- (4) *Register der ICSDs.* Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu

ICSDs by a common safekeeper (the "**Common Safekeeper**") appointed by the ICSDs.

- (b) The Temporary Global Note shall be exchanged for the Permanent Global Note not less than 40 nor more than 180 days after the Issue Date. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes is or are, as applicable, not (a) U.S. person(s) (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date will be treated as a request to exchange the Temporary Global Note pursuant to this paragraph (b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in paragraph (7)).

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

diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist maßgeblicher Nachweis des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Rück- oder Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, der Zinszahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgezahlten bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Sofern nur ein Teil der Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, ausgetauscht wird, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.

- (5) *Clearingsystem.* Jede Globalurkunde wird solange von einem oder im Namen eines Clearingsystems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "**Clearingsystem**" bezeichnet jeweils Clearstream Banking, société anonyme, Luxemburg ("**CBL**") und Euroclear Bank SA/NV, Brüssel ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.
- (6) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Anteils oder Rechts an den Schuldverschreibungen.
- (7) *Vereinigte Staaten.* Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien

amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

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

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

- (5) *Clearing System.* Each Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means each of the following: Clearstream Banking, société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV, Brussels ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") and any successor in such capacity.
- (6) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.
- (7) *United States.* For the purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin

(einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und den Northern Mariana Islands).

**§ 2
STATUS**

Die Schuldverschreibungen begründen nicht nachrangige und nicht besicherte Verbindlichkeiten der Emittentin, die im gleichen Rang untereinander und im gleichen Rang mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin stehen, mit Ausnahme von Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig sind.

**§ 3
NEGATIVVERPFLICHTUNG**

(1) *Negativverpflichtung.* Solange noch Kapital- oder Zinsbeträge aus den Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle auf die Schuldverschreibungen gemäß diesen Anleihebedingungen zu zahlenden Beträge an Kapital und Zinsen dem Clearingsystem zur Verfügung gestellt worden sind, verpflichtet sich die Emittentin,

- (i) kein Grundpfandrecht, Mobiliarpfandrecht, Pfandrecht oder sonstiges dingliches Sicherungsrecht (jedes ein "**Dingliches Sicherungsrecht**") an ihren gesamten gegenwärtigen oder zukünftigen Vermögenswerten oder Einkünften oder jeweiligen Teilen davon zur Besicherung einer eigenen oder fremden, gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit zu gewähren oder bestehen zu lassen; und
- (ii) zu veranlassen (soweit rechtlich möglich und zulässig), dass keine Wesentliche Tochtergesellschaft der Emittentin ein Dingliches Sicherungsrecht an ihren jeweiligen gesamten gegenwärtigen oder zukünftigen Vermögenswerten oder Einkünften oder jeweiligen Teilen davon zur Besicherung

Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

**§ 2
STATUS**

The Notes constitute unsubordinated and unsecured obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other present and future unsubordinated and unsecured obligations of the Issuer, save for such obligations which may be preferred by applicable law.

**§ 3
NEGATIVE PLEDGE**

(1) *Negative Pledge.* So long as any amounts of interest or principal remain outstanding under the Notes, but only up to the time all amounts payable under the Notes in accordance with these Terms and Conditions have been placed at the disposal of the Clearing System, the Issuer undertakes,

- (i) not to create or permit to subsist any mortgage, charge, pledge or other form of encumbrance *in rem* (each a "**Security Interest**") over the whole or any part of its present or future assets or revenues to secure any present or future own or third party Capital Market Indebtedness; and
- (ii) to procure (to the extent legally possible and permissible) that no Material Subsidiaries of the Issuer will create or permit to subsist, any Security Interest over the whole or any part of its present or future assets or revenues to secure any present or future own or third party Capital

einer eigenen oder fremden, gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit mit Sicherungsrechten gewährt oder bestehen lässt,

Market Indebtedness,

ohne zuvor oder gleichzeitig die Gläubiger gleichrangig an einem solchen Dinglichen Sicherungsrecht gleichwertig zu beteiligen oder zu Gunsten der Gläubiger ein Sicherungsrecht zu gleichwertigen Bedingungen zu bestellen.

without prior thereto or at the same time letting the Holders share *pari passu* and equally in such Security Interest or benefit from an equivalent Security Interest.

(2) *Beschränkung.* Die Verpflichtungserklärungen nach Absatz (1) gelten weder für Verbriefte Kapitalmarktverbindlichkeiten noch für eine Sicherheit, die (i) über Vermögensgegenstände einer Tochtergesellschaft der Emittentin, die erst nach dem Begebungstag zu einer Tochtergesellschaft der Emittentin wurde, gewährt wurde, (ii) nach anwendbarem Recht zwingend vorgeschrieben ist, (iii) Voraussetzung für die Gewährung staatlicher Genehmigungen ist, (iv) bereits am Begebungstag bestand, (v) durch eine Tochtergesellschaft zur Sicherung von gegenwärtigen oder zukünftigen Ansprüchen dieser Tochtergesellschaft gegen die Emittentin oder eine ihrer Tochtergesellschaften aufgrund der Weiterleitung von Erlösen aus der Emission von Wertpapieren gewährt wurde, soweit diese Sicherheit zur Sicherung von Verpflichtungen dieser Tochtergesellschaft aus diesen Wertpapieren dient, (vi) eine im Zeitpunkt einer Akquisition bestehende Kapitalmarktverbindlichkeit besichert, die infolge der Akquisition eine Verpflichtung der Emittentin wird, (vii) eine Erneuerung, Verlängerung oder Ersetzung einer Sicherheit gemäß vorstehender Ziffern (i) bis (vi) darstellt oder (viii) nicht in den Anwendungsbereich von (i) bis (vii) fällt und Kapitalmarktverbindlichkeiten besichert, deren Kapitalbetrag (zusammen mit dem Kapitalbetrag anderer Kapitalmarktverbindlichkeiten, für die dingliche Sicherheiten (begeben durch die Emittentin oder eine Wesentliche Tochtergesellschaft) bestehen, die nicht in den Anwendungsbereich von (i) bis (vii) fallen) EUR 50.000.000 (bzw. den Gegenwert in anderen Währungen) nicht überschreitet.

(2) *Limitation.* The undertakings pursuant to paragraph (1) shall not apply to Securitized Capital Market Indebtedness nor to a security which (i) was granted over assets of a subsidiary of the Issuer that becomes a Subsidiary only after the Issue Date, (ii) is mandatory according to applicable laws, (iii) is required as a prerequisite for governmental approvals, (iv) exists on the Issue Date, (v) is granted by a Subsidiary over any existing or future claims of this Subsidiary against the Issuer or any of its Subsidiaries as a result of passing on proceeds from the sale of any issuance of any securities, *provided that* such security serves as security for obligations of this Subsidiary under such securities, (vi) secures Capital Market Indebtedness existing at the time of an acquisition that becomes an obligation of the Issuer as a consequence of such acquisition, (vii) constitutes the renewal, extension or replacement of any security pursuant to the foregoing (i) through (vi), or (viii) does not fall within the scope of application of (i) through (vii) above and which secures Capital Market Indebtedness with a principal amount (when aggregated with the principal amount of other Capital Market Indebtedness which has the benefit of security (issued by the Issuer or any Material Subsidiary) other than any falling within the scope of application of (i) through (vii) above) not exceeding EUR 50,000,000 (or its equivalent in other currencies).

§ 4
VERZINSUNG

- (1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst. Die Schuldverschreibungen werden vom 12. April 2016 (der "**Verzinsungsbeginn**") (einschließlich) mit 2,125% p.a. bis zu ihrem Fälligkeitstag (ausschließlich) verzinst, wobei die Zinsen jährlich nachträglich am 12. April (jeweils ein "**Zinszahlungstag**") zu zahlen sind.
- (2) *Zahlungsverzug.* Wenn die Emittentin aus irgendeinem Grund die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, wird der ausstehende Betrag vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) mit dem gesetzlichen Verzugszins¹ verzinst. Die Geltendmachung eines weitergehenden Schadens im Falle eines Zahlungsverzugs ist nicht ausgeschlossen.
- (3) *Berechnung der Zinsen.* Sind Zinsen für einen Zeitraum zu berechnen, der kürzer ist als die Zinsperiode (wie in diesem Absatz (3) definiert), wird der Zins auf Grundlage der tatsächlichen Anzahl der in dem betreffenden Zeitraum abgelaufenen Kalendertage (einschließlich des ersten, aber ausschließlich des letzten Tages dieses Zeitraums), geteilt durch die tatsächliche Anzahl der Kalendertage der Zinsperiode (einschließlich des ersten, aber ausschließlich des letzten Tages dieses Zeitraums), in den der maßgebliche Zeitraum fällt, ermittelt.

"Zinsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und anschließend den Zeitraum vom jeweiligen Zinszahlungstag (einschließlich) bis zum darauffolgenden Zinszahlungstag (ausschließlich).

§ 4
INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount. The Notes shall bear interest at the rate of 2.125 per cent. *per annum* from (and including) 12 April 2016 (the "**Interest Commencement Date**") to (but excluding) their Maturity Date. Interest shall be payable annually in arrears on 12 April (each such date, an "**Interest Payment Date**").
- (2) *Late Payment.* If the Issuer for any reason fails to redeem the Notes when due, interest shall continue to accrue on the outstanding amount from (and including) the due date to (but excluding) the date of actual redemption at the default rate of interest established by law¹. Claims for further damages in case of late payment are not excluded.
- (3) *Calculation of Interest.* Where interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined in this paragraph (3)), the interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from (and including) the first date in the relevant period to (but excluding) the last date of the relevant period, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day of the relevant Interest Period, but excluding the last day of the relevant Interest Period).

"Interest Period" means the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and thereafter from (and including) each relevant Interest Payment Date to (but excluding) the next following Interest Payment Date.

¹ Der gesetzliche Verzugszinssatz beträgt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 Abs. 1 BGB.

¹ The default rate of interest established by statutory law is five percentage points above the base rate of interest published by *Deutsche Bundesbank* from time to time, sections 288 paragraph 1, 247 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).

§ 5
ZAHLUNGEN

- (1) *Zahlung von Kapital und Zinsen.* Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich Absatz (2), an die Zahlstellen zur Weiterleitung an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.
- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften werden auf die Schuldverschreibungen fällige Zahlungen in Euro geleistet.
- (3) *Erfüllung.* Die Emittentin wird durch Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) *Geschäftstag.* Ist der Tag für eine Zahlung in Bezug auf eine Schuldverschreibung ein Tag, der kein Geschäftstag ist, so hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Ort und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" einen Tag (außer einen Samstag oder Sonntag), an dem Banken in Frankfurt am Main, Hamburg und Luxemburg für den allgemeinen Geschäftsverkehr geöffnet sind und an dem das Clearingsystem sowie alle maßgeblichen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um Zahlungen vorzunehmen.
- (5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: Rückzahlungsbetrag, Wahl-Rückzahlungsbetrag (Make Whole), Wahl-Rückzahlungsbetrag (Put), gegebenenfalls gemäß § 8 zahlbare Zusätzliche Beträge und alle Aufschläge oder sonstigen auf die Schuldverschreibungen oder im Zusammenhang damit gegebenenfalls zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen schließen, soweit anwendbar, sämtliche

§ 5
PAYMENTS

- (1) *Payment of Principal and Interest.* Payment of principal and interest in respect of the Notes shall be made, subject to paragraph (2) below, to the Paying Agents for forwarding to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.
- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in Euro.
- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) *Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Frankfurt am Main, Hamburg and Luxembourg and on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) are operational to effect payments.
- (5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount, the Call Redemption Amount (Make Whole), the Put Redemption Amount, Additional Amounts which may be payable under § 8 and any other premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

gegebenenfalls gemäß § 8 zahlbaren
Zusätzlichen Beträge ein.

- | | |
|---|---|
| <p>(6) <i>Hinterlegung von Kapital und Zinsen.</i> Die Emittentin ist berechtigt, beim Amtsgericht Hamburg Kapital oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.</p> | <p>(6) <i>Deposit of Principal and Interest.</i> The Issuer may deposit with the local court (<i>Amtsgericht</i>) in Hamburg principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.</p> |
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§ 6
RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 12. April 2023 (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" einer jeden Schuldverschreibung entspricht ihrem Nennbetrag.
- (2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gegenüber der Hauptzahlstelle und gemäß § 15 gegenüber den Gläubigern gekündigt und zu ihrem Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen vorzeitig zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der Bundesrepublik Deutschland (oder für den Fall, dass die Emittentin gemäß § 8(4) einer anderen Steuerrechtsordnung unterworfen wird, der Gesetze oder Vorschriften dieser anderen Steuerrechtsordnung), die Steuern oder die Verpflichtung zur Zahlung von Abgaben jeglicher Art betreffen, oder als Folge einer Änderung oder Ergänzung der offiziellen Auslegung oder Anwendung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Begebungstag wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen

§ 6
REDEMPTION

- (1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 12 April 2023 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note equals its principal amount.
- (2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany (or in the event the Issuer becoming subject to another tax jurisdiction pursuant to § 8(4), the laws or regulations of such other tax jurisdiction) affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the Issue Date, the Issuer is required to pay Additional Amounts on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of measures available to the Issuer which are, in the judgement of the Issuer, in each case taking into account the interests of Holders, reasonable, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, at any time upon not more than 60 days' nor less than 45 days' prior notice of redemption given to the Principal Paying Agent and, in accordance with § 15 to the Holders, at the principal amount together with interest accrued to (but excluding) the date fixed for

verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann, die nach Auffassung der Emittentin zumutbar sind (wobei jeweils die Interessen der Gläubiger zu berücksichtigen sind).

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

Eine solche Kündigung hat gemäß § 15 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

(a) Vorbehaltlich einer Kündigung gemäß Unterabsatz (b) kann die Emittentin die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt oder teilweise innerhalb des Zeitraums vom 12. Januar 2023 bis zum Fälligkeitstag zum Rückzahlungsbetrag, zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückzahlen.

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 15 bekanntzugeben. Sie beinhaltet die folgenden Angaben: (i) eine Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den

redemption.

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

Any such notice shall be given in accordance with § 15. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement summarizing the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Early Redemption at the Option of the Issuer.*

(a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some of the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of the option to require the redemption of such Note under paragraph (5)) within the period from 12 January 2023 to the Maturity Date at the Final Redemption Amount together with interest accrued interest, if any, to (but excluding) the date fixed for redemption.

(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 15. Such notice shall specify (i) whether the Notes are to be redeemed in whole or in part and, if in part, the aggregate principal amount of the Notes which are to be redeemed; and (ii) the date fixed for redemption, which shall

Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen, und (ii) den für die Rückzahlung festgesetzten Tag, der nicht weniger als 30 und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

- (c) Werden die Schuldverschreibungen nur teilweise zurückgezahlt, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den üblichen Verfahren des betreffenden Clearingsystems ausgewählt. Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags wiedergegeben.

- (4) *Vorzeitige Rückzahlung nach Wahl der Emittentin (Make Whole).* Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gegenüber der Hauptzahlstelle und gemäß § 15 gegenüber den Gläubigern kündigen und an einem von ihr anzugebenden Tag (dem jeweiligen "**Wahl-Rückzahlungstag (Make Whole)**") zu ihrem Wahl-Rückzahlungsbetrag (Make Whole) zusammen mit allen nicht gezahlten Zinsen zurückzahlen, die bis zum Wahl-Rückzahlungstag (Make Whole) (ausschließlich) (aber ohne aufgelaufene Zinsen, die in dem Wahl-Rückzahlungsbetrag (Make Whole) berücksichtigt sind) aufgelaufen sind. Eine solche Kündigung hat gemäß § 15 zu erfolgen. Sie ist unwiderruflich und muss den Wahl-Rückzahlungstag (Make Whole) und den Wahl-Rückzahlungsbetrag (Make Whole) angeben, zu dem die betreffenden Schuldverschreibungen zurückgezahlt werden.

Der "**Wahl-Rückzahlungsbetrag (Make Whole)**" je Schuldverschreibung

be not less than 30 nor more than 60 days after the date on which notice is given by the Issuer to the Holders.

- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the customary proceedings of the relevant Clearing System. Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in principal amount, at the discretion of CBL and Euroclear.

- (4) *Early Redemption at the Option of the Issuer (Make Whole).* The Issuer may, upon not less than 45 days' nor more than 60 days' prior notice of redemption given to the Principal Paying Agent and, in accordance with § 15, to the Holders, redeem on any date specified by it (each a "**Call Redemption Date (Make Whole)**"), at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under paragraph (5)) in whole but not in part, at their Call Redemption Amount (Make Whole) together with any unpaid interest accrued to (but excluding) the Call Redemption Date (Make Whole) (but excluding accrued interest accounted for in the Call Redemption Amount (Make Whole)). Any such notice shall be given in accordance with § 15. It shall be irrevocable and must specify the Call Redemption Date (Make Whole) and the Call Redemption Amount (Make Whole) at which such Notes are to be redeemed.

The "**Call Redemption Amount (Make Whole)**" per Note means the higher of (i)

entspricht (i) dem Nennbetrag je Schuldverschreibung oder (ii), falls höher, dem Abgezinsten Marktpreis (*Make-Whole Amount*) je Schuldverschreibung. Der "**Abgezinsten Marktpreis (Make-Whole Amount)**" wird von der Berechnungsstelle am Rückzahlungs-Berechnungstag berechnet und entspricht dem abgezinsten Wert der Summe des Nennbetrags der zurückzuzahlenden Schuldverschreibung und der verbleibenden Zinszahlungen im Zusammenhang mit dieser Schuldverschreibung bis zum Fälligkeitstag. Der abgezinsten Wert wird errechnet, indem der Nennbetrag der zurückzuzahlenden Schuldverschreibung und die verbleibenden Zinszahlungen im Zusammenhang mit diesen Schuldverschreibungen bis zum Fälligkeitstag auf einer jährlichen Basis, bei Annahme eines 365-Tage Jahres bzw. eines 366-Tage Jahres und der tatsächlichen Anzahl von Tagen, die in einem solchen Jahr abgelaufen sind, unter Anwendung der Bund-Rendite plus 40 Basispunkte, auf den Wahl-Rückzahlungstag (Make Whole) abgezinst werden.

Die "**Bund-Rendite**" entspricht der bis zur Fälligkeit am Rückzahlungs-Berechnungstag bestehenden Rendite einer unmittelbaren Verbindlichkeit der Bundesrepublik Deutschland (Bund oder Bundesanleihen) mit einer Festlaufzeit (wie offiziell bestimmt und in den mindestens zwei (und höchstens fünf) Geschäftstage vor dem jeweiligen Wahl-Rückzahlungstag (Make Whole) zuletzt verfügbaren öffentlich zugänglichen Finanzstatistiken veröffentlicht (oder falls solche statistischen Finanzinformationen nicht veröffentlicht oder zugänglich sind, wie in einer anderen öffentlich zugänglichen Quelle vergleichbarer Marktdaten angegeben)), die der Zeitspanne vom jeweiligen Wahl-Rückzahlungstag (Make Whole) bis zum Fälligkeitstag der Schuldverschreibung am ehesten entspricht. Sollte jedoch die Zeitspanne vom jeweiligen Wahl-Rückzahlungstag (Make Whole) bis zum Fälligkeitstag nicht der Festlaufzeit einer solchen unmittelbaren Verbindlichkeit der Bundesrepublik Deutschland entsprechen, für die eine wöchentliche Durchschnittsrendite angegeben wird, so ist die Bund-Rendite im Wege der linearen Interpolation (berechnet auf das

the principal amount per Note and (ii) the Make-Whole Amount per Note. The "**Make-Whole Amount**" will be an amount calculated by the Calculation Agent on the Redemption Calculation Date by discounting to the Call Redemption Date (Make Whole) the sum of the principal amount of the relevant Note to be redeemed and the remaining interest payments under such Note to the Maturity Date on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Bund Rate plus 40 basis points.

The "**Bund Rate**" shall be the yield to maturity at the Redemption Calculation Date of a direct obligation of the Federal Republic of Germany (*Bund* or *Bundesanleihen*) with a constant maturity (as officially compiled and published in the most recent financial statistics that have become publicly available at least two Business Days (but not more than five Business Days) prior to the relevant Call Redemption Date (Make Whole) (or, if such financial statistics are not so published or available, any publicly available source of similar market data)) most nearly equal to the period from the relevant Call Redemption Date (Make Whole) to the Maturity Date; *provided, however, that* if the period from the relevant Call Redemption Date (Make Whole) to the Maturity Date is not equal to the constant maturity of the direct obligation of the Federal Republic of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of a direct obligation of the Federal Republic of Germany for which such yields are given, except that if the period from the

nächste Zwölftel eines Jahres) aus den wöchentlichen Durchschnittsrenditen einer unmittelbaren Verbindlichkeit der Bundesrepublik Deutschland zu ermitteln, für die solche Renditen angegeben werden. Sofern die Zeitspanne vom Wahl-Rückzahlungstag (Make Whole) bis zum Fälligkeitstag kürzer als ein Jahr ist, so ist die wöchentliche Durchschnittsrendite einer tatsächlich gehandelten unmittelbaren Verbindlichkeit der Bundesrepublik Deutschland, angepasst an eine Festlaufzeit von einem Jahr, anzuwenden.

"Rückzahlungs-Berechnungstag" ist der zehnte Geschäftstag vor dem Tag, an dem die Schuldverschreibungen gemäß diesem Absatz (4) zurückgezahlt werden.

(5) *Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.*

(a) Tritt nach dem Begebungstag ein Kontrollwechsel ein, und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings aufgrund des eingetretenen Kontrollwechsels, so ist jeder Gläubiger berechtigt, von der Emittentin die vollständige oder teilweise Rückzahlung oder, nach Wahl der Emittentin, den Ankauf (oder die Veranlassung eines Ankaufs) seiner Schuldverschreibungen innerhalb von 60 Tagen nach der Gläubiger-Ausübungserklärung zum Wahl-Rückzahlungsbetrag (Put) (das **"Gläubiger-Rückzahlungswahlrecht"**) zu verlangen. Dieses Gläubiger-Rückzahlungswahlrecht ist wie nachstehend unter den Unterabsätzen (b) bis (c) beschrieben auszuüben.

"Kontrollwechselzeitraum" ist der Zeitraum, der 120 Tage nach dem Kontrollwechsel endet.

Ein **"Kontrollwechsel"** gilt jedes Mal als eingetreten (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der Emittentin zugestimmt haben), wenn eine oder mehrere Personen, die gemeinsam handeln (die **"relevante(n) Person(en)"**) oder ein oder mehrere Dritte, die im

relevant Call Redemption Date (Make Whole) to the Maturity Date is less than one year, the weekly average yield on an actually traded direct obligation of the Federal Republic of Germany adjusted to a constant maturity of one year shall be used.

"Redemption Calculation Date" means the tenth Business Day prior to the date on which the Notes are redeemed in accordance with this paragraph (4).

Early Redemption at the Option of the Holders upon a Change of Control.

(a) If a Change of Control occurs after the Issue Date and within the Change of Control Period a Rating Downgrade in respect of the Change of Control occurs, each Holder shall have the right to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) in whole or in part his Notes, within 60 days from the Put Notice, at the Put Redemption Amount (the **"Put Option"**). Such Put Option shall operate as set out below under subparagraphs (b) to (c).

"Change of Control Period" means the period ending 120 days after the Change of Control.

A **"Change of Control"** shall be deemed to have occurred at each time (whether or not approved by the management board or supervisory board of the Issuer) that any person or persons acting in concert (**"Relevant Person(s)"**) or any person or persons acting on behalf of any

Auftrag der relevanten Person(en) handeln, unmittelbar oder mittelbar (i) mehr als 50 % des ausstehenden Grundkapitals der Emittentin oder (ii) eine solche Anzahl von Aktien der Emittentin, auf die mehr als 50 % der Stimmrechte entfallen, erwirbt bzw. erwerben oder hält bzw. halten.

Der **"Wahl-Rückzahlungsbetrag (Put)"** bezeichnet für jede Schuldverschreibung 101 % des Nennbetrags einer solchen Schuldverschreibung zuzüglich nicht gezahlter bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen.

"Rating Agenturen" bezeichnet jede Ratingagentur von Standard & Poor's Rating Services, a Division of The McGraw-Hill Companies, Inc. ("**S&P**") und Moody's Investors Services ("**Moody's**") oder eine ihrer jeweiligen Nachfolgegesellschaften oder jede andere Rating Agentur vergleichbaren internationalen Ansehens, wie von Zeit zu Zeit durch die Emittentin bestimmt.

Eine **"Absenkung des Ratings"** gilt in Bezug auf einen Kontrollwechsel als eingetreten, wenn (i) innerhalb des Kontrollwechselzeitraums ein vorher für die Emittentin oder die Schuldverschreibungen vergebenes Rating einer Rating Agentur (x) zurückgezogen oder (y) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert oder (z) (falls das für die Schuldverschreibungen vergebene Rating einer Rating Agentur unterhalb des Investment Grade Ratings liegt) um einen ganzen Punkt (von BB+ nach BB von S&P oder Ba1 nach Ba2 von Moody's oder eine ähnliche

solche Relevant Person(s), directly or indirectly acquire(s) or come(s) to own (i) more than 50 per cent. of the issued ordinary share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights.

"Put Redemption Amount" means for each Note 101 per cent. of the principal amount of such Note, plus unpaid interest accrued to (but excluding) the Put Date.

"Rating Agencies" means each of the rating agencies of Standard & Poor's Ratings Services, a Division of The McGraw Hill Companies, Inc. ("**S&P**") and Moody's Investors Services ("**Moody's**"), or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by the Issuer.

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Change of Control (i) if within the Change of Control Period any rating previously assigned to the Issuer or the Notes by any Rating Agency is (x) withdrawn or (y) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse) or (z) (if the rating assigned to the Notes by any Rating Agency shall be below an investment grade rating) lowered one full rating notch (from BB+ to BB by S&P or Ba1 to Ba2 by Moody's or such similar lower equivalent rating) or (ii) if at the time of the Change of Control there is no

Absenkung eines gleichwertigen Ratings) abgesenkt wird oder (ii) zur Zeit des Kontrollwechsels kein Rating für die Schuldverschreibungen vergeben ist und keine Rating Agentur während des Kontrollwechselzeitraums ein Investment Grade Rating für die Schuldverschreibungen vergibt (es sei denn, die Emittentin ist trotz zumutbarer Anstrengungen innerhalb dieses Zeitraums nicht in der Lage ein solches Rating zu erhalten, ohne dass dies seine Ursache im Kontrollwechsel hat).

- (b) Tritt ein Kontrollwechsel ein, so teilt die Emittentin dies unverzüglich, nachdem die Emittentin davon Kenntnis erlangt hat, den Gläubigern gemäß § 15 mit (eine "**Kontrollwechsel-Mitteilung**") und gibt dabei die Art des Kontrollwechsels und das in diesem Absatz (5) vorgesehene Verfahren zur Ausübung des Gläubiger-Rückzahlungswahlrechts an (mit Angaben zum Clearingsystem-Konto der Hauptzahlstelle für die Zwecke von Unterabsatz (c)(ii)(x) dieses Absatzes (5)).
- (c) Zur Ausübung des Gläubiger-Rückzahlungswahlrechts muss der Gläubiger an einem Geschäftstag innerhalb von 70 Tagen, nachdem die Kontrollwechsel-Mitteilung bekannt gegeben wurde (der "**Ausübungszeitraum**"), (i) bei der bezeichneten Geschäftsstelle der Hauptzahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in der jeweils bei der Hauptzahlstelle erhältlichen maßgeblichen Form einreichen (die "**Gläubiger-Ausübungserklärung**") und (ii) Schuldverschreibungen in Höhe des Gesamtbetrags der Festgelegten Stückelung einreichen, für die der Gläubiger sein Gläubiger-Rückzahlungswahlrecht ausüben möchte, und zwar entweder durch (x) Übertragung dieser

rating assigned to the Notes and no Rating Agency assigns during the Change of Control Period an investment grade credit rating to the Notes (unless the Issuer is unable to obtain such rating within such period having used all reasonable endeavours to do so and such failure is unconnected with the occurrence of the Change of Control).

- (b) If a Change of Control occurs, then the Issuer shall, without undue delay, after the Issuer becoming aware thereof, give notice of the Change of Control (a "**Change of Control Notice**") to the Holders in accordance with § 15 specifying the nature of the Change of Control and the procedure for exercising the Put Option contained in this paragraph (5) (including the information on the Clearing System account of the Principal Paying Agent for purposes of subparagraph (c)(ii)(x) of this paragraph (5)).
- (c) To exercise the Put Option, the Holder must deliver on any Business Day within 70 days after a Change of Control Notice has been published (the "**Put Period**") (i) to the Principal Paying Agent at its specified office a duly signed and completed notice of exercise in the then current form obtainable from the Principal Paying Agent (a "**Put Notice**") and (ii) the aggregate Specified Denomination of Notes for which the Holder wishes to exercise its Put Option by either (x) transferring such Notes to the Clearing System account of the Principal Paying Agent or (y) giving an irrevocable instruction to the Principal Paying Agent to withdraw such Notes from a securities account of the Holder with the Principal Paying Agent. The Issuer shall redeem or, at its

Schuldverschreibungen auf das Clearingsystem-Konto der Hauptzahlstelle oder (y) Abgabe einer unwiderruflichen Anweisung an die Hauptzahlstelle, die Schuldverschreibungen aus einem Wertpapierdepot des Gläubigers bei der Hauptzahlstelle auszubuchen. Die Emittentin wird die betreffende(n) Schuldverschreibung(en) sieben Tage nach Ablauf des Ausübungszeitraums (der "**Wahl-Rückzahlungstag (Put)**") zurückzahlen oder nach ihrer Wahl ankaufen (oder ankaufen lassen), soweit sie nicht bereits vorher zurückgezahlt oder angekauft und entwertet wurde(n). Die Zahlung in Bezug auf solchermaßen eingereichte Schuldverschreibungen erfolgt gemäß den üblichen Verfahren über das Clearingsystem. Eine einmal abgegebene Gläubiger-Ausübungserklärung ist unwiderruflich.

option, purchase (or procure the purchase of) the relevant Note(s) on the date seven days after the expiration of the Put Period (the "**Put Date**") unless previously redeemed or purchased and cancelled. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Clearing System. A Put Notice, once given, shall be irrevocable.

- (6) *Vorzeitige Rückzahlung bei Geringem Ausstehenden Gesamtnennbetrag der Schuldverschreibungen.* Wenn 80 % oder mehr des Gesamtnennbetrags der Schuldverschreibungen nach diesem § 6 von der Emittentin zurückgezahlt oder zurückgekauft oder einer Tochtergesellschaft der Emittentin angekauft wurden, ist die Emittentin berechtigt, nach vorheriger Bekanntmachung gegenüber den Gläubigern gemäß § 15 mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl die ausstehenden Schuldverschreibungen insgesamt, aber nicht teilweise, zum Nennbetrag zuzüglich bis zum tatsächlichen Rückzahlungstag (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zurückzuzahlen.

- (6) *Early Redemption in case of Minimal Outstanding Aggregate Principal Amount of the Notes.* If 80 per cent. or more of the aggregate principal amount of the Notes have been redeemed or repurchased by the Issuer or purchased by any Subsidiary of the Issuer pursuant to the provisions of this § 6, the Issuer may, on not less than 30 nor more than 60 days' notice to the Holders given in accordance with § 15, redeem, at its option, the remaining Notes in whole but not in part at the principal amount thereof plus unpaid interest accrued to (but excluding) the date of actual redemption.

§ 7

ZAHLSTELLEN, BERECHNUNGSSTELLE

- (1) *Bestellung; bezeichnete Geschäftsstellen.* Die anfänglich bestellten Zahlstellen und die anfänglich bestellte Berechnungsstelle und deren anfänglich bezeichneten Geschäftsstellen sind:

§ 7

PAYING AGENTS, CALCULATION AGENT

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

Hauptzahlstelle:

BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg

Deutsche Zahlstelle:

BNP Paribas Securities Services,
Zweigniederlassung Frankfurt
Europa-Allee 12
60327 Frankfurt am Main
Germany

Berechnungsstelle:

BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg

Soweit in diesen Anleihebedingungen die "**Zahlstelle(n)**" erwähnt wird oder werden, schließt diese Definition die Hauptzahlstelle und die Deutsche Zahlstelle ein.

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

- (2) *Änderung oder Beendigung der Bestellung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Zahlstellen oder der Berechnungsstelle zu ändern oder zu beenden und zusätzliche oder eine oder mehrere andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Zahlstelle und (ii) eine Berechnungsstelle unterhalten. Eine Änderung, Beendigung, Bestellung oder ein Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 15 vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.
- (3) *Erfüllungsgehilfen der Emittentin.* Die Zahlstelle, die Berechnungsstelle und jede andere nach Absatz (2) bestellte Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern, und es wird kein Auftrags- oder Treuhandverhältnis

Principal Paying Agent:

BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg

German Paying Agent:

BNP Paribas Securities Services,
Zweigniederlassung Frankfurt
Europa-Allee 12
60327 Frankfurt am Main
Germany

Calculation Agent:

BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg

Where these Terms and Conditions refer to the "**Paying Agent(s)**" such definition shall include the Principal Paying Agent and the German Paying Agent.

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

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agents or the Calculation Agent and to appoint another Paying Agent, additional or other paying agents or another Calculation Agent. The Issuer shall at all times maintain (i) a Paying Agent and (ii) a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 15.

(3) *Agents of the Issuer.* The Paying Agents, the Calculation Agent and any other paying agent appointed pursuant to paragraph (2) act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust with any Holder.

zwischen ihnen und den Gläubigern begründet.

§ 8
STEUERN

- (1) *Zahlungen ohne Einbehalt oder Abzug von Steuern.* Alle in Bezug auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art gezahlt, die von oder im Namen der Bundesrepublik Deutschland oder einer steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde dieses Landes im Wege des Einhalts oder Abzugs an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.
- (2) *Zahlung Zusätzlicher Beträge.* Ist ein Einbehalt oder Abzug in Bezug auf zu zahlende Beträge auf die Schuldverschreibungen gesetzlich vorgeschrieben, so wird die Emittentin diejenigen Zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug erhalten worden wären; eine Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für Steuern oder Abgaben:
- (a) die anders als durch Einbehalt oder Abzug in Bezug auf Zahlungen, welche die Emittentin an den Gläubiger leistet, zu entrichten sind; oder
- (b) die von einer als Depotbank oder Inkassobeauftragte im Namen eines Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Einbehalt oder Abzug vornimmt; oder
- (c) die aufgrund einer bestehenden oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik

§ 8
TAXATION

- (1) *Payments Free of Taxes.* All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.
- (2) *Payments of Additional Amounts.* If such withholding or deduction with respect to amounts payable in respect of the Notes is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
- (a) are payable otherwise than by withholding or deduction from payments, made by the Issuer to the Holder, or
- (b) are payable by any Person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or interest made by it, or
- (c) are payable by reason of the Holder having, or having had, some personal or business relation to the Federal Republic

- Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (d) die durch eine Zahlstelle von der Zahlung einzubehalten sind, wenn die Zahlung von einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug hätte vorgenommen werden können; oder
- (e) die nicht erhoben oder einbehalten oder abgezogen worden wären, wenn es der Gläubiger oder der wirtschaftliche Eigentümer der Schuldverschreibungen (für die vorliegenden Zwecke einschließlich Finanzinstitute, über die der Gläubiger oder wirtschaftliche Eigentümer die Schuldverschreibungen hält oder über die Zahlungen auf die Schuldverschreibungen erfolgen) nicht unterlassen hätte, nach einer an den Gläubiger oder wirtschaftlichen Eigentümer gerichteten schriftlichen Aufforderung der Emittentin, einer Zahlstelle oder in deren Namen (die so rechtzeitig erfolgt, dass der Gläubiger bzw. der wirtschaftliche Eigentümer dieser Aufforderung mit zumutbaren Anstrengungen nachkommen kann, in jedem Fall aber mindestens 30 Tage, bevor ein Einbehalt oder Abzug erforderlich wäre), einer aufgrund von Gesetzen, Abkommen, Verordnungen oder der Verwaltungspraxis in der Bundesrepublik Deutschland vorgeschriebenen Bescheinigungs-, Identifizierungs-, Informations-, oder sonstigen Nachweispflicht nachzukommen, die Voraussetzung für eine Befreiung von in der Bundesrepublik Deutschland erhobenen Steuern oder für eine Reduzierung der Höhe des Einhalts oder Abzugs
- of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (d) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction; or
- (e) would not have been imposed, withheld or deducted but for the failure of the Holder or beneficial owner of Notes (including, for these purposes, any financial institution through which the Holder or beneficial owner holds the Notes or through which payment on the Notes is made), following a written request by or on behalf of the Issuer or a Paying Agent addressed to the Holder or beneficial owner (and made at a time that would enable the Holder or beneficial owner acting reasonably to comply with that request, and in all events, at least 30 days before any withholding or deduction would be required), to comply with any certification, identification, information or other reporting requirement whether required by statute, treaty, regulation or administrative practice of the Federal Republic of Germany, that is a precondition to exemption from, or reduction in the rate of withholding or deduction of, taxes imposed by the Federal Republic of Germany (including, without limitation, a certification that the Holder or beneficial owner is not resident in the Federal Republic of Germany), but in each case, only to the extent the Holder or beneficial owner is legally entitled to provide such certification, information or documentation, or

solcher Steuern ist (u. a. eine Bescheinigung, dass der Gläubiger bzw. der wirtschaftliche Eigentümer nicht in der Bundesrepublik Deutschland ansässig ist), jedoch jeweils nur, soweit der Gläubiger bzw. der wirtschaftliche Eigentümer rechtlich berechtigt ist, die Bescheinigung, Information oder Dokumentation vorzulegen; oder

- (f) die wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung wirksam wird; oder
- (g) die aufgrund jeglicher Kombination der Absätze (a) bis (f) zu entrichten sind.

Zudem werden keine Zusätzlichen Beträge im Hinblick auf Zahlungen auf die Schuldverschreibungen an einen Gläubiger gezahlt, welcher die Zahlung als Treuhänder oder Personengesellschaft oder als sonstiger nicht alleiniger wirtschaftlicher Eigentümer der Zahlung erhält, soweit nach den Gesetzen der Bundesrepublik Deutschland eine solche Zahlung für Steuerzwecke dem Einkommen des Begünstigten bzw. Gründers eines Treuhandvermögens oder eines Gesellschafters der Personengesellschaft zugerechnet würde, der jeweils selbst nicht zum Erhalt von Zusätzlichen Beträgen berechtigt gewesen wäre, wenn der Begünstigte, Gründer eines Treuhandvermögens, Gesellschafter oder wirtschaftliche Eigentümer selbst Gläubiger der Schuldverschreibungen wäre.

Zur Klarstellung wird festgehalten, dass die in der Bundesrepublik Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer zuzüglich des darauf anfallenden Solidaritätszuschlags sowie Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, keine Steuern oder Abgaben der vorstehend beschriebenen Art darstellen, für die von der Emittentin Zusätzliche Beträge zu zahlen wären.

Falls aufgrund einer Änderung der Rechtslage die in der Bundesrepublik

- (f) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or

- (g) are payable due to any combination of items (a) to (f),

nor shall any Additional Amounts be paid with respect to any payment on a Note to a Holder who is a fiduciary or partnership or who is other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the Federal Republic of Germany to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of the Note.

For the avoidance of doubt, the withholding tax levied in the Federal Republic of Germany at the level of the custodian bank (*Kapitalertragsteuer*) plus the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon as well as church tax (*Kirchensteuer*), where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by the Issuer.

In case that due to a change in law the withholding tax (*Kapitalertragsteuer*)

Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer und der darauf anfallende Solidaritätszuschlag einschließlich Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, künftig auf Ebene der Emittentin zu erheben sind, stellen auch diese keine Steuern oder Abgaben der vorstehend beschriebenen Art dar, für die von der Emittentin Zusätzliche Beträge zu zahlen wären.

- (3) *FATCA.* Alle in Bezug auf die Schuldverschreibungen zu zahlenden Beträge sind unter Einbehalt oder Abzug gemäß *Sections 1471 bis 1474* des U.S. Internal Revenue Code von 1986 in der jeweils aktuellen Fassung (der "**Code**"), gegenwärtigen oder künftigen gemäß dem Code erlassenen Regelungen oder seiner offiziellen Auslegung, einer gemäß *Section 1471(b)* des Codes geschlossenen Vereinbarung oder steuerrechtlichen oder aufsichtsrechtlichen Vorschriften, Regelungen oder Verfahrensweisen, die nach einer zur Umsetzung der entsprechenden Bestimmungen des Codes geschlossenen zwischenstaatlichen Vereinbarung eingeführt wurden, (zusammen "**FATCA**") zu zahlen.

Die Emittentin ist nicht verpflichtet, zusätzliche Beträge zu zahlen oder Gläubiger auf andere Weise für einen FATCA-Einbehalt oder Abzug durch die Emittentin, die Zahlstelle oder eine andere Person freizustellen.

- (4) *Andere Steuerjurisdiktion.* Falls die Emittentin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sollen die Bezugnahmen in diesem § 8 auf die Rechtsordnung der Emittentin als Bezugnahmen auf die Rechtsordnung der Emittentin und/oder diese anderen Rechtsordnungen gelesen und ausgelegt werden.

§ 9

VORLEGUNGSFRIST, VERJÄHRUNG

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

levied in the Federal Republic of Germany at the level of the custodian bank and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon including church tax (*Kirchensteuer*), where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date have to be levied at the level of the Issuer in the future, these, too, do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by the Issuer.

- (3) *FATCA.* Any amounts payable in respect of the Notes will be paid net of any withholding or deduction imposed or required pursuant to *Sections 1471 through 1474* of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to *Section 1471(b)* of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such *Sections* of the Code (collectively, "**FATCA**").

The Issuer will have no obligation to pay additional amounts or otherwise indemnify any Holder for any such FATCA withholding deducted or withheld by the Issuer, the Paying Agent or any other party.

- (4) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer, references in this § 8 to the jurisdiction of the Issuer shall be read and construed as references to the jurisdiction of the Issuer and/or to such other jurisdiction(s).

§ 9

PRESENTATION PERIOD, PRESCRIPTION

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

Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre vom Ende der betreffenden Vorlegungsfrist an.

§ 10 KÜNDIGUNGSGRÜNDE

- (1) *Kündigungsgründe.* Tritt ein Kündigungsgrund ein und dauert dieser an, so ist jeder Gläubiger berechtigt, seine Forderungen aus den Schuldverschreibungen durch Abgabe einer Kündigungserklärung gemäß Absatz (2) gegenüber der Hauptzahlstelle fällig zu stellen und (vorbehaltlich des nachfolgenden Absatzes (4)) deren unverzügliche Rückzahlung zu ihrem Nennbetrag zuzüglich bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zu verlangen. Jedes der folgenden Ereignisse stellt einen "**Kündigungsgrund**" dar:
- (a) Die Emittentin zahlt Kapital- oder Zinsbeträge oder sonstige Beträge auf die Schuldverschreibungen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder
- (b) die Emittentin erfüllt eine andere wesentliche Verpflichtung aus den Schuldverschreibungen nicht ordnungsgemäß, und die Nichterfüllung dauert länger als 90 Tage fort, nachdem die Emittentin (über die Hauptzahlstelle) hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) (A) eine gegenwärtige oder zukünftige Zahlungsverpflichtung im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme der Emittentin oder einer Wesentlichen Tochtergesellschaft wird aufgrund des Vorliegens einer Nichterfüllung einer Zahlungsverpflichtung oder eines Verzugs (gleich welcher Art) vorzeitig fällig gestellt

Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 10 EVENTS OF DEFAULT

(1) *Events of Default.* If an Event of Default occurs and is continuing, each Holder shall be entitled to declare due and payable by submitting a Termination Notice pursuant to paragraph (2) to the Principal Paying Agent its claims arising from the Notes and demand (subject to paragraph (4) below) immediate redemption at the principal amount thereof together with unpaid interest accrued to (but excluding) the date of actual redemption. Each of the following is an "**Event of Default**":

- (a) The Issuer fails to pay principal, interest or any other amounts under the Notes within 30 days from the relevant due date; or
- (b) the Issuer fails to duly perform any other material obligation arising from the Notes and such default continues unremedied for more than 90 days after the Issuer (through the Principal Paying Agent) has received notice thereof from a Holder; or
- (c) (A) any present or future indebtedness of the Issuer or any Material Subsidiary for or in respect of monies borrowed or raised is declared to be or otherwise becomes due and payable prior to its stated maturity as a result of any default (however described); or

oder anderweitig vorzeitig fällig; oder

- (B) eine solche Zahlungsverpflichtung der Emittentin oder einer Wesentlichen Tochtergesellschaft wird bei Fälligkeit oder innerhalb der zutreffenden Nachfrist nicht erfüllt; oder
- (C) die Emittentin oder eine Wesentliche Tochtergesellschaft zahlt einen Betrag, der aus einer bestehenden oder zukünftigen Garantie oder sonstigen Haftungsübernahme im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme zu zahlen ist, bei Fälligkeit oder innerhalb der zutreffenden Nachfrist nicht; oder
- (D) aufgrund des Eintritts eines Ereignisses, das zur Durchsetzung einer von der Emittentin oder einer Wesentlichen Tochtergesellschaft für eine solche Zahlungsverpflichtung gewährten Sicherheit berechtigt, wird eine solche Durchsetzung erklärt,

es sei denn, der Gesamtbetrag aller dieser Zahlungsverpflichtungen unterschreitet 1% der Summe Aktiva zum unmittelbar vorausgehenden Berichtsstichtag, zu dem Konzernabschlüsse der Emittentin veröffentlicht worden sind (oder den entsprechenden Gegenwert in einer oder mehreren anderen Währung(en)). Zur Klarstellung wird festgehalten, dass dieser Absatz (1)(c) keine Anwendung findet, wenn die Emittentin oder die jeweilige Wesentliche Tochtergesellschaft nach Treu und Glauben bestreitet, dass diese Zahlungsverpflichtung besteht, fällig ist oder die Anforderungen für die vorzeitige Fälligkeit erfüllt sind; oder

- (B) any such indebtedness of the Issuer or any Material Subsidiary is not paid when due or within any applicable grace period, as the case may be; or
- (C) the Issuer or any Material Subsidiary fails to pay when due or within any applicable grace period, as the case may be, any amount payable by it under any present or future guarantee or other assumption of liability for any monies borrowed or raised; or
- (D) any security granted by the Issuer or any Material Subsidiary for any such indebtedness is declared enforceable upon the occurrence of an event entitling to enforcement,

unless in each case the aggregate amount of all such indebtedness is less than 1 per cent. of the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (or its equivalent in any other currency or currencies). For the avoidance of doubt, this paragraph (1)(c) shall not apply, where the Issuer or the relevant Material Subsidiary contests in good faith that such payment obligation exists, is due or the requirements for the acceleration are satisfied; or

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| <p>(d) die Emittentin oder eine Wesentliche Tochtergesellschaft ihre Zahlungen einstellt oder ihre Zahlungsunfähigkeit bekannt gibt; oder</p> | <p>(d) the Issuer or any Material Subsidiary suspends its payments or announces its inability to meet its financial obligations; or</p> |
| <p>(e) ein zuständiges Gericht eröffnet gegen die Emittentin oder eine Wesentliche Tochtergesellschaft ein Insolvenzverfahren, das nicht innerhalb von 90 Kalendertagen nach dessen Eröffnung aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder eine Wesentliche Tochtergesellschaft beantragt ein solches Verfahren; oder</p> | <p>(e) a competent court opens insolvency proceedings against the Issuer or any Material Subsidiary which has not been dismissed or stayed within 90 calendar days after the commencement thereof, or the Issuer or any Material Subsidiary institutes such a proceeding; or</p> |
| <p>(f) die Emittentin geht in Liquidation, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin aus den Schuldverschreibungen eingegangen ist; oder.</p> | <p>(f) the Issuer is wound up, unless this is effected in connection with a merger or another form of amalgamation with another company or in connection with a restructuring, and the other or the new company assumes all obligations of the Issuer arising under the Notes.</p> |
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| <p>(2) <i>Kündigungserklärungen.</i> Eine Aufforderung eines Gläubigers gemäß Absatz (1)(b) oder eine Kündigungserklärung gemäß diesem § 10 (eine "Kündigungserklärung") hat in der Weise zu erfolgen, dass der Gläubiger der Hauptzahlstelle eine entsprechende schriftliche Erklärung (gemäß § 126 BGB) in deutscher oder englischer Sprache persönlich übergibt oder per Brief übermittelt und dabei durch eine Bescheinigung seiner Depotbank (wie in § 17(3) definiert) nachweist, dass er die betreffenden Schuldverschreibungen zum Zeitpunkt der Kündigungserklärung hält.</p> | <p>(2) <i>Termination Notices.</i> Any request of a Holder in accordance with paragraph (1)(b) or any notice to terminate its Notes in accordance with this § 10 (a "Termination Notice") shall be made by means of a written declaration (in accordance with § 126 German Civil Code (<i>Bürgerliches Gesetzbuch</i>)) to the Principal Paying Agent in the German or English language delivered by hand or mail together with evidence by means of a certificate of the Holder's Custodian (as defined in § 17(3)) that such Holder, at the time of such Termination Notice, is a holder of the relevant Notes.</p> |
| <p>(3) <i>Heilung.</i> Zur Klarstellung wird festgehalten, dass das Recht zur Kündigung der Schuldverschreibungen gemäß diesem § 10 erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.</p> | <p>(3) <i>Cure.</i> For the avoidance of doubt, the right to declare Notes due in accordance with this § 10 shall terminate if the situation giving rise to it has been cured before the right is exercised.</p> |
| <p>(4) <i>Quorum.</i> In den Fällen gemäß den Absätzen (1)(b) und (1)(c) wird eine Kündigungserklärung, sofern nicht bei deren Eingang zugleich einer der in den Absätzen (1)(a) und (1)(d)-(h)</p> | <p>(4) <i>Quorum.</i> In the events specified in paragraph (1)(b) and (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in paragraph (1)(a) and</p> |

bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Hauptzahlstelle Kündigungserklärungen von Gläubigern im Nennbetrag von mindestens 15 % des Gesamtnennbetrages der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.

§ 11

VERPFLICHTUNGSERKLÄRUNGEN

- (1) *Beschränkungen für das Eingehen von Finanzverbindlichkeiten.* Die Emittentin verpflichtet sich, nach dem Begebungstag keine Finanzverbindlichkeiten (mit Ausnahme von Finanzverbindlichkeiten zur Refinanzierung bestehender Finanzverbindlichkeiten mit einem Gesamtnennbetrag, der dem Gesamtnennbetrag der refinanzierten Finanzverbindlichkeiten entspricht oder diesen unterschreitet) einzugehen und sicherzustellen, dass ihre Tochtergesellschaften nach dem Begebungstag keine solchen Finanzverbindlichkeiten eingehen, wenn jeweils unmittelbar nach dem wirksamen Eingehen solcher weiterer Finanzverbindlichkeiten (unter Berücksichtigung der Verwendung der damit erzielten Nettoerlöse):

- (a) das Verhältnis der (i) Summe (x) der Konsolidierten Nettofinanzverbindlichkeiten der Gruppe zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und (y) der Nettofinanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag eingegangen wurden, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, zu der (ii) Summe (unter Ausschluss einer Doppelberücksichtigung) (x) der Summe Aktiva zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, (y) des Kaufpreises für Immobilienvermögen, das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein

(1)(d)-(h) entitling Holders to declare their Notes due has occurred, become effective only when the Principal Paying Agent has received such default notices from the Holders representing at least 15 per cent. of the aggregate principal amount of the Notes then outstanding.

§ 11

COVENANTS

- (1) *Limitations on the Incurrence of Financial Indebtedness.* The Issuer undertakes that it will not, and will procure that none of its Subsidiaries will, after the Issue Date, incur any Financial Indebtedness (except for Financial Indebtedness for refinancing existing Financial Indebtedness with an aggregate principal amount that is equal to or less than the aggregate principal amount of the refinanced Financial Indebtedness) if, immediately after giving effect to the incurrence of such additional Financial Indebtedness (taking into account the application of the net proceeds of such incurrence):

- (a) the ratio of (i) the sum of (x) the Consolidated Net Financial Indebtedness of the Group as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the Net Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase price of any Real Estate Property acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial

Konzernabschluss der Emittentin veröffentlicht worden ist, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) des Erlöses aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag eingegangen wurden, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist (jedoch nur soweit dieser Erlös nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurde) 60 % überstiege; oder

- (b) das Verhältnis (i) der Summe aus (x) den Besicherten Konsolidierten Nettofinanzverbindlichkeiten der Gruppe zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht wurde, und (y) der Besicherten Nettofinanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag eingegangen wurden, zu dem ein Konzernabschluss der Emittentin veröffentlicht wurde, zu (ii) der Summe (unter Ausschluss einer Doppelberücksichtigung) aus (x) der Summe Aktiva zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht wurde, (y) dem Kaufpreis für Immobilienvermögen, das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht wurde, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) dem Erlös aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag eingegangen wurden, zu dem ein

Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceeds were not used to acquire Real Estate Property or to reduce Financial Indebtedness) would exceed 60 per cent; or

- (b) the ratio of (i) the sum of (x) the Secured Consolidated Net Financial Indebtedness of the Group as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the Secured Net Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase price of any Real Estate Property acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceeds were not used to acquire Real Estate Property or to reduce Financial Indebtedness) would exceed 45 per cent; or

Konzernabschluss der Emittentin veröffentlicht wurde (jedoch nur soweit dieser Erlös nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurde) 45 % überstiege; oder

- (c) die Summe des (i) Unbelasteten Vermögens zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und des (ii) seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, erfassten (hinzuzurechnenden bzw. abzuziehenden) Unbelasteten Nettovermögens geringer wäre als 150% der Summe der (x) Unbesicherten Konsolidierten Nettofinanzverbindlichkeiten (unter Ausschluss von Finanzverbindlichkeiten unter Wandelschuldverschreibungen und vergleichbaren Instrumenten) zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und der (y) Unbesicherten Nettofinanzverbindlichkeiten (unter Ausschluss von Finanzverbindlichkeiten aus Wandelschuldverschreibungen und vergleichbaren Instrumenten), die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden ((x) und (y) jeweils soweit diese Verbindlichkeiten am Berechnungszeitpunkt noch ausstehen).

- (2) *Einhaltung des Konsolidierten Deckungsgrads.* Die Emittentin verpflichtet sich, dass an jedem, beginnend mit dem fünften Berichtsstichtag und jedem folgenden Berichtsstichtag das Verhältnis des (i) Gesamtbetrags des Konsolidierten

- (c) the sum of (i) the Unencumbered Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (ii) the Net Unencumbered Assets recorded (to be added or deducted, as applicable) since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published will be less than 150 per cent. of the sum of (x) the Unsecured Consolidated Net Financial Indebtedness (excluding Financial Indebtedness under convertible bonds or equivalent instruments) as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the Net Unsecured Financial Indebtedness (excluding Financial Indebtedness under convertible bonds or equivalent instruments) incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the issuer have been published (each of (x) and (y) to the extent such indebtedness is still outstanding on the calculation date).

- (2) *Maintenance of Consolidated Coverage Ratio.* The Issuer undertakes that on each starting from the fifth Reporting Date and on each following Reporting Date the ratio of (i) the aggregate amount of Consolidated Adjusted EBITDA in the respective most recent four consecutive

Bereinigten EBITDA in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag geendet (jedoch einschließlich des Berichtsstichtags) haben, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, zu dem (ii) Gesamtbetrag des Zahlungswirksamen Zinsergebnisses in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag geendet (jedoch einschließlich des Berichtsstichtags) haben, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, nicht weniger als 1,80 zu 1,00 betragen wird ((i) und (ii) jeweils durch die Emittentin (nach eigenem vernünftigen Ermessen).

quarters ending prior to the Reporting Date (but including the Reporting Date) for which Consolidated Financial Statements of the Issuer have been published to (ii) the aggregate amount of Net Cash Interest in the respective most recent four consecutive quarters ending prior to the Reporting Date (but including the Reporting Date) for which Consolidated Financial Statements of the Issuer have been published will be no less than 1.80 to 1.00 (each of (i) and (ii) determined by the Issuer (in its reasonable judgment).

- (3) *Berichte.* Solange Schuldverschreibungen ausstehen, veröffentlicht die Emittentin die folgenden Angaben auf ihrer Internetseite:
- (3) *Reports.* For so long as any Notes are outstanding, the Issuer shall post on its website:
- (a) innerhalb von 120 Tagen nach dem Ende des Geschäftsjahres der Emittentin einen Geschäftsbericht mit den folgenden Angaben: (i) einem geprüften Konzernabschluss nach den in der EU anwendbaren International Financial Reporting Standards (IFRS) und einem Lagebericht nach § 315 HGB; und (ii) zusätzlich zu den Anforderungen nach IFRS und HGB soll der Lagebericht zum Konzernabschluss, soweit relevant, Angaben enthalten über die Einhaltung der Verpflichtungserklärungen und dazugehörige Berechnungen zu "*Beschränkungen für das Eingehen von Finanzverbindlichkeiten*" und "*Einhaltung des Konsolidierten Deckungsgrads*" durch die Emittentin; und (iii) den Bestätigungsvermerk des Abschlussprüfers zum Konzernabschluss; und
- (a) within 120 days after the end of each of the Issuer's fiscal years, annual reports containing the following information: (i) audited consolidated financial statements in accordance with IFRS as adopted by the EU and the management report in accordance with section 315 of the German Commercial Code (*Handelsgesetzbuch*); and (ii) in addition to the requirements of IFRS and of the German Commercial Code (*Handelsgesetzbuch*) the management report to the consolidated financial statements should include whenever relevant a statement and calculation on compliance by the Issuer with the covenants "*Limitations on the Incurrence of Financial Indebtedness*" and "*Maintenance of Consolidated Coverage Ratio*"; and (iii) the audit opinion of the independent auditors on the consolidated financial statements; and
- (b) innerhalb von 60 Tagen nach dem Ende jedes der ersten drei Quartale jedes Geschäftsjahres der Emittentin einen ungeprüften verkürzten Konzern-Zwischenabschluss nach den in der EU anwendbaren IFRS und den Anforderungen des § 37w Wertpapierhandelsgesetz, der,
- (b) within 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Issuer, unaudited condensed consolidated quarterly financial statements in accordance with IFRS as adopted by the EU and the requirements of section 37w of the German Securities Trading

soweit relevant, Angaben über die Einhaltung der Verpflichtungserklärungen und dazugehörige Berechnungen zu "Beschränkungen für das Eingehen von Finanzverbindlichkeiten" und "Einhaltung des Konsolidierten Deckungsgrads"enthält.

§ 12

ERSETZUNG, SITZVERLEGUNG

(1) *Ersetzung.* Die Emittentin ist berechtigt, wenn kein Zahlungsverzug hinsichtlich Kapital oder Zinsen auf die Schuldverschreibungen vorliegt, jederzeit ohne die Zustimmung der Gläubiger ein mit der Emittentin Verbundenes Unternehmen an Stelle der Emittentin als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin im Zusammenhang mit den Schuldverschreibungen rechtswirksam übernimmt;
- (b) die Nachfolgeschuldnerin und die Emittentin alle für die Ersetzung notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten haben, die Nachfolgeschuldnerin alle für die Erfüllung ihrer Verpflichtungen aus den Schuldverschreibungen notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten hat und sämtliche dieser Genehmigungen und Zustimmungen in vollem Umfang gültig und wirksam sind und die Verpflichtungen der Nachfolgeschuldnerin aus den Schuldverschreibungen gemäß ihren Bestimmungen wirksam und rechtsverbindlich und durch jeden Gläubiger durchsetzbar sind;
- (c) die Nachfolgeschuldnerin alle für die Erfüllung der

Act (*Wertpapierhandelsgesetz*), which will include whenever relevant a statement and calculation on compliance with the covenants "*Limitations on the Incurrence of Financial Indebtedness*"and "*Maintenance of Consolidated Coverage Ratio*".

§ 12

SUBSTITUTION, TRANSFER OF DOMICILE

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

- (a) the Substitute Debtor, in a manner legally effective, assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations under the Notes and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor in respect of the Notes are valid and binding in accordance with their respective terms and enforceable by each Holder;
- (c) the Substitute Debtor can transfer to the Paying Agent in the

Zahlungsverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der erforderlichen Währung an die Zahlstelle überweisen kann, ohne zum Einbehalt oder Abzug von Steuern oder sonstigen Abgaben gleich welcher Art verpflichtet zu sein, die in dem Land erhoben werden, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz hat oder steuerlich ansässig ist;

- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben, Festsetzungen oder behördlichen Lasten freizustellen, die einem Gläubiger im Zusammenhang mit der Ersetzung auferlegt werden;
- (e) die Emittentin (in derartiger Eigenschaft, die "**Garantin**") unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert (die "**Garantie**"), die sicherstellen, dass jeder Gläubiger in einer wirtschaftlichen Position ist, die genauso vorteilhaft ist wie die Position, in der die Gläubiger wären, wenn die Ersetzung nicht stattgefunden hätte; und
- (f) die Emittentin einem zu diesem Zweck bestellten Beauftragten ein Rechtsgutachten bezüglich jeder betroffenen Rechtsordnung von anerkannten Rechtsanwälten vorgelegt hat, das bestätigt, dass die Bestimmungen in den vorstehenden Unterabsätzen (a) bis (d) erfüllt worden sind.

Für die Zwecke dieses § 12 bezeichnet "**Verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 AktG.

- (2) *Bekanntmachung.* Jede Ersetzung der Emittentin gemäß diesem § 12 sowie das Datum, an dem die Ersetzung wirksam wird, ist gemäß § 15 bekanntzugeben.

currency required and without being obligated to withhold or deduct any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

- (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (e) the Issuer (in such capacity, the "**Guarantor**") irrevocably and unconditionally guarantees (the "**Guarantee**") in favor of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms which ensure that each Holder will be put in an economic position that is at least as favorable as that which would have existed if the substitution had not taken place; and
- (f) the Issuer shall have delivered to an agent appointed for that purpose one legal opinion for each jurisdiction affected of lawyers of recognized standing to the effect that subparagraphs (a) to (d) above have been satisfied.

For purposes of this § 12, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*).

- (2) *Notice.* Any substitution of the Issuer pursuant to this § 12 and the date of effectiveness of such substitution shall be published in accordance with § 15.

- (3) *Änderung von Bezugnahmen.* Mit Wirksamwerden der Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin (mit Ausnahme der Bezugnahme auf die Emittentin in § 11) ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf die Bundesrepublik Deutschland im Hinblick auf die Emittentin gilt ab diesem Zeitpunkt als Bezugnahme auf die im Hinblick auf die Nachfolgeschuldnerin maßgebliche Steuerjurisdiktion. Mit Wirksamwerden der Ersetzung gilt jede Bezugnahme auf die Emittentin in § 11 ab dann als Bezugnahme auf die Garantin. Zudem gilt eine Bezugnahme auf die Garantin in § 3 und § 10(1)(c) bis (f) als einbezogen (zusätzlich zur Bezugnahme auf die Nachfolgeschuldnerin gemäß dem ersten Satz dieses Absatzes (3)). Darüber hinaus gilt im Falle einer solchen Ersetzung ein weiterer Kündigungsgrund in § 10(1) als vereinbart; ein solcher Kündigungsgrund soll bestehen, falls die Garantie unwirksam ist oder wird.
- (3) *Change of References.* Upon effectiveness of the substitution any reference in these Terms and Conditions to the Issuer (other than references to the Issuer in § 11) shall from then on be deemed to refer to the Substitute Debtor and any reference to the Federal Republic of Germany with respect to the Issuer shall from then on be deemed to refer to the relevant taxing jurisdiction with respect to the Substitute Debtor. Upon effectiveness of the substitution any reference to the Issuer in § 11 shall from then on be deemed to refer to the Guarantor. In addition, in § 3 and § 10(1)(c) to (f) a reference to the Guarantor shall be deemed to have been included in addition to the reference according to the first sentence of this paragraph (3) to the Substitute Debtor. Furthermore, in the event of such substitution, a further event of default shall be deemed to be included in § 10(1); such event of default shall exist in the case that the Guarantee is or becomes invalid.
- (4) *Weitere Ersetzungen.* Die Nachfolgeschuldnerin ist jederzeit nach einer Ersetzung gemäß vorstehendem Absatz (1) berechtigt, ohne die Zustimmung der Gläubiger eine weitere Ersetzung vorzunehmen, vorausgesetzt, dass alle Bestimmungen der vorstehenden Absätze (1) bis (3) sinngemäß Anwendung finden und, ohne hierauf beschränkt zu sein, Bezugnahmen in diesen Anleihebedingungen auf die Emittentin, sofern der Zusammenhang dies verlangt, (auch) als Bezugnahmen auf jede weitere Nachfolgeschuldnerin gelten, wobei die Ersetzung gemäß diesem § 12 in keinem Fall die Wirkung einer Befreiung der Emittentin von Verpflichtungen aus ihrer Garantie hat.
- (4) *Further Substitution.* At any time after a substitution pursuant to paragraph (1) above, the Substitute Debtor may, without the consent of the Holders, effect a further substitution *provided that* all the provisions specified in paragraphs (1) to (3) above shall apply, *mutatis mutandis*, and, without limitation, references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substitute Debtor, *provided that* in no event shall any substitution under this § 12 have the effect of releasing the Issuer from its obligations under its Guarantee.
- (5) *Sitzverlegung.* Eine Verlegung des Sitzes der Emittentin in ein anderes Land oder Gebiet ist nur zulässig, wenn die vorstehend in den Absätzen (1) und (2) genannten Voraussetzungen entsprechend erfüllt sind. Absatz (3) zweiter Halbsatz des ersten Satzes findet entsprechende Anwendung.
- (5) *Transfer of Domicile.* A transfer of domicile of the Issuer to another country or territory is only permissible if the requirements set forth in paragraphs (1) and (2) above are complied with accordingly. Paragraph (3) second half sentence of the first sentence shall apply *mutatis mutandis*.

§ 13
BEGEBUNG WEITERER
SCHULDVERSCHREIBUNGEN, ANKAUF UND
ENTWERTUNG

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist, vorbehaltlich der Bestimmungen des § 11, berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit in jeder Hinsicht gleicher Ausstattung (gegebenenfalls mit Ausnahme des jeweiligen Begebungstags, des Verzinsungsbeginns, der ersten Zinszahlung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Hauptzahlstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 14
ÄNDERUNG DER ANLEIHEBEDINGUNGEN
DURCH BESCHLÜSSE DER GLÄUBIGER,
GEMEINSAMER VERTRETER

- (1) *Änderung der Anleihebedingungen.* Die Emittentin kann mit den Gläubigern Änderungen der Anleihebedingungen durch Mehrheitsbeschluss der Gläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") in seiner jeweils geltenden Fassung beschließen. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Abs. 3 SchVG vorgesehenen Maßnahmen, durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger

§ 13
FURTHER ISSUES, PURCHASES
AND CANCELLATION

- (1) *Further Issues.* Subject to § 11, the Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the relevant issue date, interest commencement date, first interest payment date and/or issue price) so as to form a single series with the Notes.
- (2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Principal Paying Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 14
AMENDMENTS OF THE TERMS AND CONDITIONS
BY RESOLUTIONS OF HOLDERS,
JOINT REPRESENTATIVE

- (1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders on amendments to the Terms and Conditions by virtue of a majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under paragraph (2) below. A duly passed majority resolution

gleichermaßen verbindlich.

- (2) *Mehrheit.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, insbesondere in den Fällen des § 5 Abs. 3 Nr. 1 bis 9 SchVG, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").
- (3) *Abstimmung ohne Versammlung.* Vorbehaltlich Absatz (4) sollen Beschlüsse der Gläubiger ausschließlich durch eine Abstimmung ohne Versammlung nach § 18 SchVG gefasst werden. Die Aufforderung zur Stimmabgabe enthält nähere Angaben zu den Beschlüssen und den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum Tag, an dem der Abstimmungszeitraum endet (einschließlich), nicht übertragbar sind, nachweisen.
- (4) *Zweite Gläubigerversammlung.* Wird für die Abstimmung ohne Versammlung gemäß Absatz (3) die mangelnde Beschlussfähigkeit festgestellt, kann der Abstimmungsleiter eine Gläubigerversammlung einberufen, die als zweite Versammlung im Sinne des § 15 Abs. 3 Satz 3 SchVG anzusehen ist. Die Teilnahme an der zweiten Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer

shall be binding equally upon all Holders.

(2) *Majority.* Except as provided by the following sentence and *provided that* the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").

(3) *Vote without a meeting.* Subject to paragraph (4), resolutions of the Holders shall exclusively be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 of the SchVG. The request for voting will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such registration has been sent to (and including) the day the voting period ends.

(4) *Second Noteholders' Meeting.* If it is ascertained that no quorum exists for the vote without meeting pursuant to paragraph (3), the scrutineer (*Abstimmungsleiter*) may convene a noteholders' meeting, which shall be deemed to be a second noteholders' meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second noteholders' meeting and exercise of voting rights is

Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (5) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Gläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen gemäß Absatz (2) zuzustimmen.
- (6) *Veröffentlichung.* Bekanntmachungen betreffend diesen § 14 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

§ 15 MITTEILUNGEN

- (1) *Mitteilungen.* Alle die Schuldverschreibungen betreffenden Mitteilungen werden im Bundesanzeiger veröffentlicht, wenn nicht in § 14(6) anders vorgesehen, sowie, falls gesetzlich vorgeschrieben, in den gesetzlich vorgesehenen zusätzlichen Medien. Solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse notiert sind und die Regularien dieser Börse dies verlangen, sollen diese Mitteilungen zusätzlich auf der Internet-Seite der Luxemburger Börse unter www.bourse.lu veröffentlicht werden. Jede derartige Mitteilung gilt am dritten Kalendertag

subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second noteholders' meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such registration has been sent to (and including) the stated end of the noteholders' meeting.

(5) *Holders' Representative.* The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorized to consent, in accordance with paragraph (2) hereof, to a material change in the substance of the Terms and Conditions.

(6) *Publication.* Any notices concerning this § 14 shall be made exclusively pursuant to the provisions of the SchVG.

§ 15 NOTICES

(1) *Notices.* Except as stipulated in § 14(6), all notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*) and, if legally required, in the form of media determined by law in addition thereto. So long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, all such notices shall additionally be published on the website of the Luxembourg Stock Exchange on www.bourse.lu. Any notice so given will be deemed to have been validly given to the Holders on the third calendar day following the date of such publication (or,

nach dem Tag der Veröffentlichung (oder bei mehrfacher Veröffentlichung am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als wirksam gegenüber den Gläubigern erfolgt.

(2) *Mitteilungen an das Clearingsystem.* Wenn eine Veröffentlichung von Mitteilungen nach dem vorstehenden Absatz (1) nicht weiterhin rechtlich oder nach den Regeln der Wertpapierbörse, an denen die Schuldverschreibungen notiert sind, erforderlich ist, kann die Emittentin die betreffende Mitteilung an das Clearingsystem zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am fünften Kalendertag nach dem Tag der Mitteilung an das Clearingsystem als wirksam gegenüber den Gläubigern erfolgt.

(3) *Mitteilungen an die Emittentin.* Sofern in diesen Anleihebedingungen nicht anders bestimmt, haben Mitteilungen eines Gläubigers an die Emittentin in der Weise zu erfolgen, dass der Gläubiger der Hauptzahlstelle eine entsprechende schriftliche Erklärung persönlich übergibt oder per Brief übermittelt. Eine derartige Mitteilung kann von jedem Gläubiger gegenüber der Hauptzahlstelle auch durch das Clearingsystem in der von der Hauptzahlstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

§ 16 DEFINITIONEN

"**Abgezinsten Marktpreis (Make-Whole Amount)**" hat die diesem Begriff in § 6(4) zugewiesene Bedeutung.

"**Absenkung des Ratings**" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"**Ausübungszeitraum**" hat die diesem Begriff in § 6(5)(c) zugewiesene Bedeutung.

"**Begebungstag**" hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

"**Berechnungsstelle**" hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.

"**Berichtsstichtag**" ist der 31. März, 30. Juni, 30. September und 31. Dezember eines jeden Jahres.

"**Besicherte Finanzverbindlichkeiten**" bezeichnet den Teil der Finanzverbindlichkeiten der Gruppe, der mit Sicherungsrechten an

if published more than once, on the third calendar day following the day of the first such publication).

(2) *Notification to the Clearing System.* If the publication of notices pursuant to paragraph (1) above is no longer required by law or the rules of the stock exchange on which the Notes are listed, the Issuer may deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given to the Holders on the fifth calendar day following the day on which the said notice was given to the Clearing System.

(3) *Notification to the Issuer.* Unless stipulated differently in these Terms and Conditions, notices to be given by any Holder to the Issuer shall be made by means of a written declaration to be delivered by hand or mail to the Principal Paying Agent. Such notice may be given by any Holder to the Principal Paying Agent also through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

§ 16 DEFINITIONS

"**Make-Whole Amount**" has the meaning assigned to such term in § 6(4).

"**Rating Downgrade**" has the meaning assigned to such term in § 6(5)(a).

"**Put Period**" has the meaning assigned to such term in § 6(5)(c).

"**Issue Date**" has the meaning assigned to such term in § 1(1).

"**Calculation Agent**" has the meaning assigned to such term in § 7(1).

"**Reporting Date**" means 31 March, 30 June, 30 September and 31 December of each year.

"**Secured Financial Indebtedness**" means that portion of the Financial Indebtedness of the Group that is secured by a Lien on properties or other

Immobilien oder sonstigen Vermögenswerten der Emittentin oder ihrer Tochtergesellschaften besichert ist.

assets of the Issuer or any of its Subsidiaries.

"Besicherte Konsolidierte Nettofinanzverbindlichkeiten" bezeichnet den Teil der Konsolidierten Nettofinanzverbindlichkeiten der Gruppe, der mit Sicherungsrechten an Immobilien oder sonstigen Vermögenswerten der Emittentin oder ihrer Tochtergesellschaften besichert ist.

"Secured Consolidated Net Financial Indebtedness" means that portion of the Consolidated Net Financial Indebtedness of the Group that is secured by a Lien on properties or other assets of the Issuer or any of its Subsidiaries.

"Besicherte Nettofinanzverbindlichkeiten" bezeichnet den Nennbetrag der eingegangenen Besicherten Finanzverbindlichkeiten abzüglich des Nennbetrags der zurückgezahlten Besicherten Finanzverbindlichkeiten.

"Secured Net Financial Indebtedness" means the nominal amount of the Secured Financial Indebtedness incurred minus the nominal amount of the Secured Financial Indebtedness repaid.

"Bund-Rendite" hat die diesem Begriff in § 6(4) zugewiesene Bedeutung.

"Bund Rate" has the meaning assigned to such term in § 6(4).

"CBL" hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.

"CBL" has the meaning assigned to such term in § 1(5).

"Clearingsystem" hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.

"Clearing System" has the meaning assigned to such term in § 1(5).

"Code" hat die diesem Begriff in § 8(3) zugewiesene Bedeutung.

"Code" has the meaning assigned to such term in § 8(3).

"Common Safekeeper" hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

"Common Safekeeper" has the meaning assigned to such term in § 1(3)(a).

"Dauerglobalurkunde" hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

"Permanent Global Note" has the meaning assigned to such term in § 1(3)(a).

"Depotbank" hat die diesem Begriff in § 17(3) zugewiesene Bedeutung.

"Custodian" has the meaning assigned to such term in § 17(3).

"Deutsche Zahlstelle" hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.

"German Paying Agent" has the meaning assigned to such term in § 7(1).

"Dingliches Sicherungsrecht" hat die diesem Begriff in § 3(1) zugewiesene Bedeutung.

"Security Interest" has the meaning assigned to such term in § 3(1)

"Eingehen" bezeichnet in Bezug auf eine Finanzverbindlichkeit oder eine sonstige Verbindlichkeit einer Person die Begründung, die Übernahme, Abgabe einer Garantie oder Bürgschaft dafür oder eine anderweitige Übernahme der Haftung für diese Finanzverbindlichkeit oder sonstige Verbindlichkeit; das **"Eingehen"** bzw. **"eingegangen"** sind entsprechend auszulegen.

"Incur" means, with respect to any Financial Indebtedness or other obligation of any Person, to create, assume, guarantee or otherwise become liable in respect of such Financial Indebtedness or other obligation, and *incurrence* and *incurred* have the meanings correlative to the foregoing.

"Emittentin" hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

"Issuer" has the meaning assigned to such term in § 1(1).

"Euroclear" hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.

"Euroclear" has the meaning assigned to such term in § 1(5).

"Fälligkeitstag" hat die diesem Begriff in § 6(1)

"Maturity Date" has the meaning assigned to

zugewiesene Bedeutung.

"**FATCA**" hat die diesem Begriff in § 8(3) zugewiesene Bedeutung.

"**Festgelegte Stückelung**" hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

"**Finanzverbindlichkeiten**" bezeichnet (unter Ausschluss einer Doppelberücksichtigung) alle Verbindlichkeiten (ausgenommen solche gegenüber anderen Mitgliedern der Gruppe) aus:

- (i) aufgenommenen Geldern;
- (ii) allen im Rahmen von Akzeptkrediten oder eines dematerialisierten Äquivalents aufgenommenen Beträge;
- (iii) allen im Rahmen von Fazilitäten zum Kauf kurzfristiger Schuldtitel oder aus der Begebung von Anleihen, Schuldverschreibungen, Commercial Paper oder vergleichbaren Instrumenten aufgenommenen Beträgen;
- (iv) veräußerten oder diskontierten Forderungen (außer bei einem Forderungsverkauf ohne Rückgriffsrecht);
- (v) der Aufnahme von Beträgen im Rahmen anderer Rechtsgeschäfte (einschließlich Termingeschäften), die die wirtschaftliche Wirkung einer Kreditaufnahme haben, ausgenommen jedoch Bankgarantie-Fazilitäten, die der Emittentin oder einer Tochtergesellschaft von Finanzinstituten gewährt werden oder gewährt werden sollen und in deren Rahmen die Emittentin bzw. die jeweilige Tochtergesellschaft die Ausstellung einer oder mehrerer Bankgarantien zugunsten einer Person verlangen kann, die sich zum Erwerb von Immobilienvermögen von der Emittentin oder einer Tochtergesellschaft verpflichtet hat;
- (vi) einer Gegenverpflichtung zur Freistellung in Bezug auf eine Bürgschaft, eine Freistellungsverpflichtung, eine Garantie, ein Standby- oder oder Dokumentenakkreditiv oder ein anderes von einer Bank oder einem Finanzinstitut ausgestelltes Instrument; und
- (vii) Verbindlichkeiten aus einer Garantie, Bürgschaft oder Freistellungsverpflichtung in Bezug auf Verbindlichkeiten der in den vorstehenden Absätzen (i) bis (vi) genannten Art,

such term in § 6(1).

"**FATCA**" has the meaning assigned to such term in § 8(3).

"**Specified Denomination**" has the meaning assigned to such term in § 1(1).

"**Financial Indebtedness**" means (without duplication) any indebtedness (excluding any indebtedness owed to another member of the Group) for or in respect of:

- (i) money borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility or a dematerialized equivalent;
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, commercial papers or any similar instrument;
- (iv) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (v) any amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but excluding bank guarantee facilities made or to be made available by financial institutions to the Issuer or a Subsidiary under which the Issuer or the respective Subsidiary may request the issue of a bank guarantee or bank guarantees in favor of a person who agrees to purchase a Real Estate Property owned by the Issuer or a Subsidiary;
- (vi) any counterindemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (vii) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (vi) above,

jeweils nur falls und soweit der jeweilige Betrag oder die jeweilige Verpflichtung nach IFRS als „*Current Loan or Non Current Loan*“ erfasst wird, wobei jedoch (a) für Zwecke der Ermittlung des ausstehenden Nominalbetrags einer Finanzverbindlichkeit nach vorstehenden Absätzen (i) bis (vii), etwaige Zinsen, Kommissionszahlungen, Gebühren und ähnliche Beträge nicht berücksichtigt werden, soweit diese Beträge nicht kapitalisiert worden sind, und (b) die betreffenden Beträge bei der Berechnung des ausstehenden Nominalbetrags einer jeden Finanzverbindlichkeit nur einmal Berücksichtigung finden sollen).

"Garantie" hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.

"Garantin" hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.

"Gemeinsamer Vertreter" hat die diesem Begriff in § 14(5) zugewiesene Bedeutung.

"Geschäftstag" hat die diesem Begriff in § 5(4) zugewiesene Bedeutung.

"Gläubiger" hat die diesem Begriff in § 1(6) zugewiesene Bedeutung.

"Gläubiger-Ausübungserklärung" hat die diesem Begriff in § 6(5)(c) zugewiesene Bedeutung.

"Gläubiger-Rückzahlungswahlrecht" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Globalurkunden" hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

"Gruppe" bezeichnet die Emittentin und ihre Tochtergesellschaften.

"Hauptzahlstelle" hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.

"ICSDs" hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.

"IFRS" bezeichnet die International Financial Reporting Standards im Sinne der IAS Verordnung 1606/2002, soweit diese auf die relevanten Jahresabschlüsse Anwendung finden, in jeweils geltender Fassung.

"Immobilienvermögen" bezeichnet (unter Ausschluss einer Doppelberücksichtigung) das unbewegliche Vermögen im Sinne von § 3 und § 12(1) des Gesetzes über deutsche Immobilien-Aktiengesellschaften mit börsennotierten Anteilen (REIT-Gesetz - REITG) vom 28. Mai 2007,

in each such case only if and to the extent the relevant amount or obligation is recorded as "*Current Loan or Non Current Loan*" in accordance with IFRS, and provided that (a) for purposes of computing the outstanding principal amount of any Financial Indebtedness in paragraphs (i) to (vii) above, any interest, dividends, commission, fees or the like shall be excluded save to the extent that they have been capitalised, and (b) no amount shall be included or excluded more than once in calculating the amount of principal outstanding in respect of any Financial Indebtedness..

"Guarantee" has the meaning assigned to such term in § 12(1)(e).

"Guarantor" has the meaning assigned to such term in § 12(1)(e).

"Holders' Representative" has the meaning assigned to such term in § 14(5).

"Business Day" has the meaning assigned to such term in § 5(4).

"Holder" has the meaning assigned to such term in § 1(6).

"Put Notice" has the meaning assigned to such term in § 6(5)(c).

"Put Option" has the meaning assigned to such term in § 6(5)(a).

"Global Notes" has the meaning assigned to such term in § 1(3)(a).

"Group" means the Issuer together with its Subsidiaries.

"Principal Paying Agent" has the meaning assigned to such term in § 7(1).

"ICSDs" has the meaning assigned to such term in § 1(5).

"IFRS" means the international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements, as in effect from time to time.

"Real Estate Property" means (without duplication) the immovable assets within the meaning of section 3 and section 12 subsection 1 of the German REIT Act of 28 May 2007, as amended by the Act of 22 June 2011, of the Issuer and the Subsidiaries that are recognized as of the

geändert durch Gesetz vom 22. Juni 2011, der Emittentin und der Tochtergesellschaften wie im Konzernabschluss der Emittentin zum unmittelbar vorausgehenden Berichtsstichtag, zu dem Konzernabschlüsse der Emittentin veröffentlicht worden sind, angesetzt oder nach IFRS seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, anzusetzen.

"Kapitalmarktverbindlichkeit" bezeichnet jede gegenwärtige oder zukünftige Verbindlichkeit zur Zahlung oder Rückzahlung aufgenommener Gelder (einschließlich Verpflichtungen aus Garantien oder sonstigen Haftungsübernahmen für eine solche Verbindlichkeit eines Dritten) aus Schuldverschreibungen oder sonstigen Wertpapieren, die an einer Börse, einem Over-the-Counter Markt oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, oder aus Schuldscheindarlehen.

"Konsolidierte Nettofinanzverbindlichkeiten" bezeichnet die nach IFRS ermittelten Finanzverbindlichkeiten abzüglich etwaiger Zahlungsmittel und Zahlungsmitteläquivalente der Emittentin auf konsolidierter Basis wie im Konzernabschluss der Emittentin ausgewiesen.

"Konsolidiertes Bereinigtes EBITDA" bezeichnet den unter der Überschrift „*EBITDA (bereinigt)*“ im Konzernabschluss der Emittentin angegebene Zahlenwert oder, sofern der Konzernabschluss der Emittentin keinen Wert „*EBITDA (bereinigt)*“ enthält, den unter der Überschrift „EBIT“ angegebenen Zahlenwert bereinigt um Gewinne/Verluste aus der Fair-Value-Anpassung der als Finanzinvestitionen gehaltenen Immobilien, Abschreibungen sowie einmaligen bzw. außergewöhnlichen Positionen (jeweils vorbehaltlich der Bestimmungen in diesen Anleihebedingungen).

"Kontrollwechsel" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Kontrollwechsel-Mitteilung" hat die diesem Begriff in § 6(5)(b) zugewiesene Bedeutung.

"Kontrollwechselzeitraum" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Konzernabschluss" bezeichnet in Bezug auf eine Person den nach IFRS erstellten Konzernabschluss mit Anhang für diese Person und ihre Tochterunternehmen.

immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, or are required to be recognized in accordance with IFRS since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, in the Consolidated Financial Statements of the Issuer.

"Capital Market Indebtedness" means any present or future obligation for the payment of borrowed monies (including obligations by reason of any guarantee or other assumption of liability for any such obligation of a third party) under any bonds, notes or other securities which are or are capable of being quoted, listed, dealt in or traded on a stock exchange, over-the-counter-market or other recognized securities market or *Schuldschein* loans.

"Consolidated Net Financial Indebtedness" means the Financial Indebtedness of the Issuer less any Cash and Cash Equivalents, on a consolidated basis determined in accordance with IFRS as shown in the Consolidated Financial Statements of the Issuer.

"Consolidated Adjusted EBITDA" means the number set out under the heading "*EBITDA (adjusted)*" in the Consolidated Financial Statements of the Issuer or, if the Consolidated Financial Statements of the Issuer do not contain an item "*EBITDA (adjusted)*", the number set out in the item "EBIT" adjusted for gains/losses from the fair value adjustments of investment properties, depreciation and amortization and nonrecurring or exceptional items (in each case subject to the determination specified in these Terms and Conditions).

"Change of Control" has the meaning assigned to such term in § 6(5)(a).

"Change of Control Notice" has the meaning assigned to such term in § 6(5)(b).

"Change of Control Period" has the meaning assigned to such term in § 6(5)(a).

"Consolidated Financial Statements" means, with respect to any Person, the consolidated financial statements and notes to those financial statements of that Person and its subsidiaries prepared in accordance with IFRS.

"Kündigungserklärung" hat die diesem Begriff in § 10(2) zugewiesene Bedeutung.

"Kündigungsgrund" hat die diesem Begriff in § 10(1) zugewiesene Bedeutung.

"Nachfolgeschuldnerin" hat die diesem Begriff in § 12(1) zugewiesene Bedeutung.

"Nettofinanzverbindlichkeiten" bezeichnet den Nennbetrag der eingegangenen Finanzverbindlichkeiten abzüglich des Nennbetrags der zurückgezahlten Finanzverbindlichkeiten.

"Person" bezeichnet natürliche Personen, Körperschaften, Personengesellschaften, Joint Ventures, Vereinigungen, Aktiengesellschaften, Trusts, nicht rechtsfähige Vereinigungen, Gesellschaften mit beschränkter Haftung, staatliche Stellen (oder Behörden oder Gebietskörperschaften) oder sonstige Rechtsträger.

"Qualifizierte Mehrheit" hat die diesem Begriff in § 14(2) zugewiesene Bedeutung.

"Rating Agentur" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Relevante Person(en)" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Rückzahlungs-Berechnungstag" hat die diesem Begriff in § 6(4) zugewiesene Bedeutung.

"Rückzahlungsbetrag" hat die diesem Begriff in § 6(1) zugewiesene Bedeutung.

"Schuldverschreibungen" hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

"SchVG" hat die diesem Begriff in § 14(1) zugewiesene Bedeutung.

"Sicherungsrecht" bezeichnet (unter Ausschluss einer Doppelberücksichtigung) Vereinbarungen, die ein dingliches Sicherungsrecht an Immobilienvermögen jeweils zur Besicherung ausstehender Finanzverbindlichkeiten gewähren zugunsten einer Person, die nicht Mitglied der Gruppe ist, mit Ausnahme von

- (i) Sicherungsrechten, die im Zusammenhang mit der Veräußerung von Immobilienvermögen im Rahmen der gewöhnlichen Geschäftstätigkeit entstehen, u. a. Sicherungsrechte an Immobilienvermögen, das Gegenstand eines Kaufvertrags ist, zur Finanzierung des Kaufpreises; und

"Termination Notice" has the meaning assigned to such term in § 10(2).

"Event of Default" has the meaning assigned to such term in § 10(1).

"Substitute Debtor" has the meaning assigned to such term in § 12(1).

"Net Financial Indebtedness" means the nominal amount of Financial Indebtedness incurred minus the nominal amount of Financial Indebtedness repaid.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government (or any agency or political subdivision thereof) or any other entity.

"Qualified Majority" has the meaning assigned to such term in § 14(2).

"Rating Agency" has the meaning assigned to such term in § 6(5)(a).

"Relevant Person(s)" has the meaning assigned to such term in § 6(5)(a).

"Redemption Calculation Date" has the meaning assigned to such term in § 6(4).

"Final Redemption Amount" has the meaning assigned to such term in § 6(1).

"Notes" has the meaning assigned to such term in § 1(1).

"SchVG" has the meaning assigned to such term in § 14(1).

"Lien" means (without duplication) any agreement granting a security interest *in rem (dingliches Sicherungsrecht)* over Real Estate Property, to a Person that is not member of the Group, in each case to secure outstanding Financial Indebtedness, with the exception of

- (i) any lien arising in connection with a disposal of Real Estate Property in the ordinary course of business including, without limitation, any lien created in Real Estate Property subject to a sale agreement for the purposes of financing the purchase price; and

(ii) Sicherungsrechten, für die dem maßgeblichen Mitglied der Gruppe eine unbedingte Löschungsbewilligung übermittelt wurde.

(ii) any lien in respect of which an unconditional deletion consent (*Löschungsbewilligung*) has been delivered to the relevant member of the Group.

"Summe Aktiva" bezeichnet den Wert der konsolidierten Bilanzsumme der Emittentin und der Tochtergesellschaften abzüglich etwaiger Zahlungsmittel und Zahlungsmitteläquivalente, der in einer nach IFRS erstellten konsolidierten Bilanz der Emittentin erscheint oder erscheinen würde.

"Total Assets" means the value of the consolidated total assets of the Issuer and the Subsidiaries less any Cash and Cash Equivalents, as such amount appears, or would appear, on a consolidated balance sheet of the Issuer prepared in accordance with IFRS.

"Tochtergesellschaft" bezeichnet jede Person, die bei der Erstellung der Konzernabschlüsse der Emittentin mit ihr konsolidiert werden muss.

"Subsidiary" means any Person that must be consolidated with the Issuer for the purposes of preparing Consolidated Financial Statements of the Issuer.

"Unbelastetes Nettovermögen" bezeichnet den nach IFRS auf konsolidierter Basis ermittelten Wert des Immobilienvermögens der Emittentin und ihrer Tochtergesellschaften, das nicht Gegenstand eines Sicherungsrechts ist, zuzüglich des Werts aller sonstigen erworbenen Vermögenswerte der Emittentin und ihrer Tochtergesellschaften, abzüglich des Werts solcher Vermögenswerte, die (i) veräußert wurden oder (ii) Gegenstand eines Sicherungsrechts geworden sind.

"Net Unencumbered Assets" means, on a consolidated basis determined in accordance with IFRS, the Value of Real Estate Property of the Issuer and its Subsidiaries not subject to any Lien acquired plus the value of all other assets of the Issuer and its Subsidiaries acquired minus the value of such assets which (i) have been disposed of or (ii) have become subject to a Lien.

"Unbelastetes Vermögen" bezeichnet ohne doppelte Berücksichtigung (i) den nach IFRS auf konsolidierter Basis ermittelten Wert des Immobilienvermögens der Emittentin und ihrer Tochtergesellschaften, das nicht Gegenstand eines Sicherungsrechts ist, oder für das ein Sicherungsrecht abgelöst wurde infolge des Eingehens einer neuen Finanzverbindlichkeit, zuzüglich (ii) des nach IFRS ermittelten Werts aller sonstigen Vermögenswerte der Emittentin und ihrer Tochtergesellschaften.

"Unencumbered Assets" means without duplication, (i) the Value of Real Estate Property, on a consolidated basis determined in accordance with IFRS, of the Issuer and its Subsidiaries that is not subject to any Lien, or for which the Lien is being discharged as a consequence of the incurrence of a new Financial Indebtness, plus (ii) the value of all other assets of the Issuer and its Subsidiaries determined in accordance with IFRS.

"Unbesicherte Finanzverbindlichkeiten" bezeichnet den Teil des Gesamtnennbetrags aller ausstehenden Finanzverbindlichkeiten der Gruppe, die nicht durch ein Sicherungsrecht am Immobilienvermögen besichert sind.

"Unsecured Financial Indebtedness" means that portion of the aggregate principal amount of all outstanding Financial Indebtedness of the Group that is not secured by a Lien on Real Estate Property.

"Unbesicherte Konsolidierte Nettofinanzverbindlichkeiten" bezeichnet den Teil des Gesamtnennbetrags aller ausstehenden Konsolidierten Nettofinanzverbindlichkeiten der Gruppe, die nicht durch ein Sicherungsrecht am Immobilienvermögen besichert sind.

"Unsecured Consolidated Net Financial Indebtedness" means that portion of the aggregate principal amount of all outstanding Consolidated Net Financial Indebtedness of the Group that is not secured by a Lien on Real Estate Property.

"Unbesicherte Nettofinanzverbindlichkeiten" bezeichnet den Nennbetrag der eingegangenen Unbesicherten Finanzverbindlichkeiten abzüglich des Nennbetrags der zurückgezahlten

"Net Unsecured Financial Indebtedness" means the nominal amount of Unsecured Financial Indebtedness incurred minus the nominal amount of Unsecured Financial Indebtedness repaid.

Unbesicherten Finanzverbindlichkeiten.

"Verbriefte Kapitalmarktverbindlichkeit" bezeichnet jede als Teil von forderungsbesicherten Wertpapieren (*Asset Backed Securities*) oder als vergleichbare Instrumente begebene Kapitalmarktverbindlichkeit, die der Finanzierung eines spezifisch festgelegten Pools von Vermögensgegenständen dient, bei denen die Inhaber der Kapitalmarktverbindlichkeit nur Zugriff auf den festgelegten Pool von Vermögensgegenständen wie auch die festgelegten liquiditätswirksamen Erträge (*cash flows*) dieser Vermögensgegenstände haben.

"Verbundenes Unternehmen" hat die diesem Begriff in § 12(1) zugewiesene Bedeutung.

"Vereinigte Staaten" hat die diesem Begriff in § 1(7) zugewiesene Bedeutung.

"Vorläufige Globalurkunde" hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

"Verzinsungsbeginn" hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.

"Wahl-Rückzahlungsbetrag (Make Whole)" hat die diesem Begriff in § 6(4) zugewiesene Bedeutung.

"Wahl-Rückzahlungstag (Make Whole)" hat die diesem Begriff in § 6(4) zugewiesene Bedeutung.

"Wahl-Rückzahlungsbetrag (Put)" hat die diesem Begriff in § 6(5)(a) zugewiesene Bedeutung.

"Wahl-Rückzahlungstag (Put)" hat die diesem Begriff in § 6(5)(c) zugewiesene Bedeutung.

"Wert des Immobilienvermögens" bezeichnet den Wert des Immobilienvermögens wie in dem letzten Konzernabschluss der Emittentin ausgewiesen.

"Wesentliche Tochtergesellschaft" bezeichnet eine Tochtergesellschaft der Emittentin, deren Bilanzsumme mindestens 3 % der Summe Aktiva ausmacht.

"Zahlstellen" hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.

"Zahlungsmittel" Zahlungsmittel bezeichnet den Wert, der in einer nach IFRS erstellten konsolidierten Bilanz der Emittentin erscheint oder erscheinen würde.

"Zahlungsmitteläquivalente" Zahlungsmitteläquivalente bezeichnet den Wert,

"Securitized Capital Market Indebtedness" means any Capital Market Indebtedness issued as part of an asset backed securitization, or any other similar instrument that involves the financing of specific identified pool of assets for which the holders of the Capital Market Indebtedness only have recourse to the identified pool of assets as well as to the specific cash-flows generated by these assets.

"Affiliate" has the meaning assigned to such term in § 12(1).

"United States" has the meaning assigned to such term in § 1(7).

"Temporary Global Note" has the meaning assigned to such term in § 1(3)(a).

"Interest Commencement Date" has the meaning assigned to such term in § 4(1).

"Call Redemption Amount (Make Whole)" has the meaning assigned to such term in § 6(4).

"Call Redemption Date (Make Whole)" has the meaning assigned to such term in § 6(4).

"Put Redemption Amount" has the meaning assigned to such term in § 6(5)(a).

"Put Date" has the meaning assigned to such term in § 6(5)(c).

"Value of Real Estate Property" means the value of each Real Estate Property as indicated in the latest audited Consolidated Financial Statements of the Issuer.

"Material Subsidiary" means any Subsidiary of the Issuer whose total assets are at least equal to 3 per cent. of the Total Assets.

"Paying Agents" has the meaning assigned to such term in § 7(1).

"Cash" means the value, as it appears or would appear, on a consolidated balance sheet of the Issuer prepared in accordance with IFRS.

"Cash Equivalents" means the value, as it appears or would appear, on a consolidated

der in einer nach IFRS erstellten konsolidierten Bilanz der Emittentin erscheint oder erscheinen würde.

"Zahlungswirksames Zinsergebnis" bezeichnet alle an Personen, die nicht Mitglied der Gruppe sind, aufgelaufenen, bar zu zahlenden Zinsen und sonstigen Finanzierungskosten abzüglich des Betrags aller durch Mitglieder der Gruppe von Personen, die nicht Mitglied der Gruppe sind, zu erhaltenden und aufgelaufenen Zinsen und sonstigen Finanzierungskosten, jeweils ausgenommen einmalige Finanzierungskosten (u. a. einmalige Entgelte und/oder Vorfälligkeitsentschädigungen).

"Zinsperiode" hat die diesem Begriff in § 4(3) zugewiesene Bedeutung.

"Zinszahlungstag" hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.

"Zusätzliche Beträge" hat die diesem Begriff in § 8(2) zugewiesene Bedeutung.

§ 17

ANWENDBARES RECHT, ERFÜLLUNGORT UND GERICHTSSTAND, GERICHTLICHE GELTENDMACHUNG

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Erfüllungsort und Gerichtsstand.* Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland. Vorbehaltlich eines zwingend vorgeschriebenen Gerichtsstands für bestimmte Verfahren nach dem SchVG ist das Landgericht Frankfurt am Main nicht ausschließlicher Gerichtsstand für sämtliche aus oder im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu sichern und geltend zu machen: (i) einer Bescheinigung der Depotbank, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den

balance sheet of the Issuer prepared in accordance with IFRS.

"Net Cash Interest" means all cash interest and other financing charges accrued to persons who are not members of the Group less the amount of any interest and other financing charges accrued to be received by members of the Group from persons who are not members of the Group, in each case, excluding any one-off financing charges (including without limitation, any one-off fees and/or break costs).

"Interest Period" has the meaning assigned to such term in § 4(3).

"Interest Payment Date" has the meaning assigned to such term in § 4(1).

"Additional Amounts" has the meaning assigned to such term in § 8(2).

§ 17

GOVERNING LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION, ENFORCEMENT

- (1) *Governing Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Place of Performance and Place of Jurisdiction.* Place of performance is Frankfurt am Main, Federal Republic of Germany. Subject to any mandatory jurisdiction for specific proceedings under the SchVG, the district court of Frankfurt am Main (*Landgericht Frankfurt am Main*) shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes.
- (3) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written

Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) einer Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person von dem Clearingsystem oder einer Verwahrstelle des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet **"Depotbank"** jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Depotgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich dem Clearingsystem. Unbeschadet der vorstehenden Bestimmungen ist jeder Gläubiger berechtigt, seine Rechte aus diesen Schuldverschreibungen auch auf jede andere im Land des Verfahrens zulässige Weise geltend zu machen.

§ 18
SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst; eine Übersetzung in die englische Sprache ist beigefügt. Nur die deutsche Fassung ist rechtlich bindend. Die englische Übersetzung ist unverbindlich.

notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the relevant Notes certified as being a true copy of the original Global Note by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, **"Custodian"** means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes, including the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the proceedings.

§ 18
LANGUAGE

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

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

Overview of the SchVG

Under the SchVG and in accordance with the Terms and Conditions, it is possible to extensively change and therefore restructure the Terms and Conditions and to adopt further measures concerning the Notes (where required) with the Issuer's consent. Any such amendments or measures are only binding in respect of the Notes and do not apply to any other issue of debt securities of the Issuer.

The Terms and Conditions also provide for the appointment of a representative of the Holders ("**Holders' Representative**").

Individual Subjects of Resolutions

As provided for by the SchVG, the Notes do not provide for an exclusive list of admissible amendments to the Terms and Conditions or other measures on which the Holders may take a resolution. In accordance with Section 5 para. 3 sent. 1 no. 1-10 SchVG, the individual subjects for resolutions may include (but are not limited to):

- (a) amendments to the principal claim (due date, amount, currency, rank, debtors, object of performance);
- (b) amendments to or removal of ancillary conditions of the Notes;
- (c) modification or waiver of a right of termination and removal of the effect of the collective right of termination;
- (d) substitution and release of security;
- (e) amendments to legal transactions with joint obligors; and
- (f) amendments to ancillary claims (due date, amount, exclusion, currency, rank, debtors, object of performance).

In addition, resolutions not affecting the contents of the Terms and Conditions may be passed, including on the following subjects:

- (g) exchange of the Notes for other debt securities or shares; and
- (h) appointment, duties and removal of a Holders' Representative.

Relevant Majorities of the SchVG

The Terms and Conditions use the applicable majorities provided for by the SchVG. Hence, any resolutions which materially alter the Terms and Conditions or adopt other measures, in particular in the cases listed in Section 5 para. 3 sent. 1 no. 1-9 SchVG, require a majority of at least 75 % of the votes participating in the vote (a "**Qualified Majority**"). All other resolutions may generally be passed with a simple majority of 50 % of the participating votes.

Procedures for Taking Holder Resolutions

General

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with Sections 5 et seq. SchVG or by way of a vote without a meeting pursuant to Section 18 and Sections 9 et seq. SchVG (*Abstimmung ohne Versammlung*).

The Issuer or a Holders' Representative may convene and Holders who together hold 5 % of the outstanding nominal amount of the Notes for specified reasons permitted by the SchVG may demand in writing (i) to convene a creditors' meeting (*Gläubigerversammlung*) or (ii) a vote without a meeting, as the case may be.

The Issuer bears the costs of the vote and/or the meeting and, if a court has convened a meeting, also the costs of such proceedings.

All resolutions adopted must be properly published. Resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the Global Note.

If a resolution constitutes a breach of the SchVG or the Terms and Conditions, Holders who have filed a complaint within 14 days after publication of the resolution may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

Resolution by Physical Meeting

The meeting will be convened by way of a notice given to the Holders no later than 14 calendar days prior to the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. Each Holder may be represented in the meeting by proxy.

A resolution in the meeting can only be passed if a quorum of at least 50 % of the outstanding aggregate principal amount of the Notes is represented in the meeting. The chairman shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders present or represented by proxy in the meeting.

Resolution without a Physical Meeting

The voting will be conducted by a scrutineer (*Abstimmungsleiter*). Such scrutineer shall be (i) a notary public appointed by the Issuer, (ii) the Holders' Representative, if the vote was solicited by it, or (iii) a person appointed by the competent court.

The vote without a meeting will be convened by way of a notice given to the Holders to solicit their votes (*Aufforderung zur Stimmabgabe*) no later than 14 calendar days prior to the commencement of the vote. The solicitation notice shall set out the period within which votes may be cast (at least 72 hours), the agenda and the subject matter of the vote and the details of the conditions to be met for the votes to be valid. During the applicable voting period, the Holders may cast their votes to the scrutineer. Each Holder may be represented by proxy.

A resolution by way of voting without a meeting can only be passed if a quorum of at least 50 % of the outstanding Notes by value participates in the vote during the voting period. The scrutineer shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote.

Resolution by (second) Physical Meeting

If the quorum of 50 % of the outstanding aggregate principal amount of the Notes is not met, the scrutineer or the chairman, as the case may be, may convene a (second) physical meeting of the Holders at which no quorum will be required, provided that where a resolution may only be adopted by a Qualified Majority, a quorum requires the presence of at least 25 %, of the outstanding Notes. For such (second) physical meeting the provisions set out above apply *mutatis mutandis*.

Holders' Representative (gemeinsamer Vertreter)

A noteholders' representative may be appointed by way of a majority resolution passed by the Holders. If at the same time rights are assigned to the noteholders' representative, thereby enabling it to consent to material amendments to the Terms and Conditions on behalf of the Holders, the appointment requires a Qualified Majority.

The Holders may at any time and without reason terminate the appointment of the noteholders' representative by majority resolution passed by a simple majority. The noteholders' representative is bound by the Holders' instructions (which are based on the relevant majority resolutions).

Any individual or competent legal entity may be appointed as noteholders' representative, provided that, for the avoidance of conflicts of interest, certain disclosure requirements are to be met.

The duties and rights of the noteholders' representative are determined by the SchVG and any resolutions of the Holders. To the extent that the exercise of the Holders' rights has been transferred to the noteholders' representative, the Holders themselves may not assert these rights, unless the majority resolution of the Holders provides otherwise. The noteholders' representative's liability may be restricted in accordance with the SchVG.

ISSUER RELATED INFORMATION

Business

Overview

alstria office REIT-AG is an internally managed REIT focused on acquiring, owning and managing office real estate in Germany. The Company was founded in the Federal Republic of Germany in January 2006, and was converted into the first German REIT in October 2007. Its headquarters are located in Hamburg.

As of 31 December 2015, alstria's real estate portfolio comprised 120 real estate properties (excluding joint ventures) with approximately 1,724,100 sqm of lettable area (excluding parking spaces) and a contractual vacancy rate of 11.8% (EPRA vacancy rate: 11.2%). The gross rental yield of the portfolio based on contractually agreed rents was 6.3%¹ as of 31 December 2015, and the weighted average unexpired lease term ("WAULT"²) was 5.2 years. As of 31 December 2015, alstria office REIT-AG also held a stake of 49% in a joint venture (Alstria IV. Hamburgische Grundbesitz GmbH & Co. KG, Hamburg) which was holding one real estate asset in Hamburg. As of 31 December 2015, of the total usable area of alstria's portfolio, around 87% is used as office space and storage, with retail and residential applications as well as nursing homes, hotels and logistic spaces accounting for the rest. The properties are located in large and medium-sized German cities, with approximately 25% of the portfolio in terms of fair value being located in the Rhine-Ruhr area. Further focal areas for investment are Hamburg, the Rhine-Main region, Stuttgart and Berlin, accounting for 23%, 20%, 14% and 7% respectively of the fair value of the portfolio. Colliers International Valuation UK LLP (and CBRE for the portfolio of alstria's subsidiary Deutsche Office) valued the market value of alstria's portfolio as of 31 December 2015 at €3,226³ million (excluding the "Große Bleichen" joint venture with a proportionate market value of about €54.2 million and excluding assets held for sale properties amounting to €69.1 million as of 31 December 2015). The definition of market value is consistent with the definition recommended by the Royal Institution of Chartered Surveyors and can be summarized as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

alstria's strategy is based on active asset and portfolio management and the maintenance and expansion of long-term relationships with tenants and relevant decision makers. In doing so, alstria focuses on long-term real estate value creation and exploits existing value-enhancing potential within the portfolio by conducting substantial refurbishment measures on its properties. alstria has pursued a consistent and sustainable strategy of growth in past years, and will continue to do so in the years ahead. The Company invests selectively in properties in attractive locations with the aim of either increasing the funds from operations per share directly or increasing value and improving FFO per share over time by repositioning and/or modernizing properties.

The management of alstria office REIT-AG is convinced that the current conditions on the market support substantial, external corporate growth by means of acquisitions since the German economy is on course for long-term growth. The micro-economic and macro-economic conditions are favorable, and as a result are also having a beneficial effect on the German real estate market. The German economy is currently benefiting in particular from persistently low interest rates, the euro's weakness relative to other important currencies and the low oil price. Given an economy that is in a position to compete at an international level, the effect of the aforementioned factors is entirely positive.

¹ Based on the estimated rental value, the valuation yield stands at 7.0% as of 31 December 2015.

² WAULT is the sum of the remaining rental payments of the portfolio fixed for the contractual term (without additional extensions or options to extend the contractual term of the lease agreements), divided by the annual rent of a portfolio at a specified point in time.

³ Excluding prepayment for Gasstraße 18, Hamburg (acquired asset in November 2015, transfer of benefits and burden on 1 January 2016).

After a GDP growth adjusted for price changes of 1.6% observed in 2014¹ and of 1.7% observed in 2015², the German federal government expects the German economy to grow by 1.7% in 2016.³ This favorable economic performance is also benefiting the German labor market. Germany's (adjusted) unemployment rate as of the end of December 2015 stood at just 4.5%⁴, and the number of people in employment (after adjustments for seasonal effects) is at around 43.2 million as of December 2015⁵. The Company's management firmly believes that the consistently positive performance of Germany's economy and the continuation of low interest rates in the years ahead will combine to exercise a positive influence on the commercial real estate market.

Corporate Strategy

Consistent Strategic Approach Maintained by the Company since IPO

Since its listing on the Frankfurt Stock Exchange in April 2007, the Company has been managed according to the strategic guidelines communicated at the time of the IPO. This includes in particular maintaining a consistent focus on German office properties, pursuing constant external growth by acquiring (portfolios of) properties, and limited investment in properties with a largely opportunistic nature, which results in rising property values thanks to active asset management measures. This clearly identifies alstria as one of the potential buyers for a defined class of real estate on the market, making the Company a granted contracting partner for both private corporations and public institutions.

Focus on German Office Properties

alstria specializes in office properties in Germany. The management is convinced that this focus offers competitive advantages with respect to leasing activities, identifying potential acquisitions and expertise regarding local markets. alstria's focus on the office as an asset class allows the Company to develop extensive expertise that it can use to its advantage in the field of real estate. The base of specialist knowledge, supported by a modern IT platform, is a key strength when it comes to assessing and executing new acquisitions and managing properties in the Company's portfolio. Against this backdrop, alstria plans to streamline the combined portfolio resulting from the Takeover of DO Deutsche Office AG

¹ Source: German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), "Projektionen der Bundesregierung" (Federal Government Forecasts) as of January 2016; German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), press release dated 27 January 2016, "Jahreswirtschaftsbericht 2016: "Zukunftsfähigkeit sichern – Die Chancen des digitalen Wandels nutzen"" (The German Government's 2016 Annual Economic Report: "Making Germany fit for the future – taking the opportunities of digital transformations").

² Source: German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), "Projektionen der Bundesregierung" (Federal Government Forecasts) as of January 2016; German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), press release dated 27 January 2016, "Jahreswirtschaftsbericht 2016: "Zukunftsfähigkeit sichern – Die Chancen des digitalen Wandels nutzen"" (The German Government's 2016 Annual Economic Report: "Making Germany fit for the future – taking the opportunities of digital transformations").

³ Source: German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), "Projektionen der Bundesregierung" (Federal Government Forecasts) as of January 2016; German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), press release dated 27 January 2016, "Jahreswirtschaftsbericht 2016: "Zukunftsfähigkeit sichern – Die Chancen des digitalen Wandels nutzen"" (The German Government's 2016 Annual Economic Report: "Making Germany fit for the future – taking the opportunities of digital transformations").

⁴ Source: German Federal Statistical Office (*Statistisches Bundesamt*), press release no. 033 dated 2 February 2016, "Dezember 2015: Weiter günstige Entwicklung am Arbeitsmarkt" (December 2015: positive labour market figures again).

⁵ Source: German Federal Statistical Office (*Statistisches Bundesamt*), press release no. 033 dated 2 February 2016, "Dezember 2015: Weiter günstige Entwicklung am Arbeitsmarkt" (December 2015: positive labour market figures again).

by removing assets not belonging to the office segment. These include senior citizen residences, hotels and logistics properties that are to be sold after the relevant lease agreements have been optimized. alstria focuses on the major and liquid German office real estate market, for which it gathers and compiles its own data on the local sub-markets to complement the market data provided by international estate agents. alstria firmly believes that the combination of investment decisions based on its own extensive familiarity with the market and a focus on the office segment in a limited number of sub-markets offer the Company the best risk/return profile. The ability to also take advantage of opportunities in sub-centers above all stems from alstria's ability to provide its first-hand knowledge of local markets and locations and its own experience of asset management in the interest of the prudent management of risks.

Long-Term "Buy and Manage" Approach

As a G-REIT, alstria's business model has a long-term focus. The Company believes that to be successful in the German office market, proactive portfolio and asset management is a key determinant as the domestic office real estate market is not as volatile as other comparable office markets across Europe. Since its IPO, the Company has gradually in-sourced operating functions in order to cover the entire value-added chain and therefore the entire property life cycle. This is the only way to exploit a property's full potential for the benefit of the Company and its shareholders. Today, alstria is a fully integrated real estate company with a proven track record in all relevant areas of the real estate value-added chain.

alstria's management team believes that the best results can be achieved with the greatest possible integration of operating functions in the real estate value-added chain. Since alstria's IPO, all of the functions involved in the long-term operation of a publicly listed real estate company have been gradually built up or integrated. These include all of the functions required to manage a property throughout its life cycle. Specifically, this involves asset and property management as well as the capacity to implement development measures. All of the operating functions required to run a publicly listed company are also integrated and built up. As a result of this integration of all operating functions, the number of employees has risen from 15 at the Company's IPO in April 2007 to 93 (excluding the Management Board members) as of 31 December 2015. alstria's fully integrated operating platform allows it to quickly and efficiently integrate new properties and portfolios of properties.

Constant Growth

By focusing on German office properties, alstria is pursuing a clear strategy. The Company is in a position to take advantage of both external opportunities for growth relating to the acquisition of properties and opportunities for internal growth by implementing active development measures in its various markets. While the Company's management temporarily suspended its plans for the significant growth of the Company following the financial crisis in 2007 and did not reinstate them until 2010, the Management Board restarted acquiring real estate assets in 2011. alstria also considers the current conditions on the market to be suitable for achieving significant growth and creating a German market leader in the publicly listed office segment. The Takeover of DO Deutsche Office AG substantially fueled the external growth of the Company and is consistent with the applicable investment criteria.

Provided it is able to secure the necessary finance, alstria intends to continue building up its real estate portfolio, with investments focusing on office properties in Germany and acquisitions being carried out in accordance with the investment policies. These office buildings should generally be leased, and allow alstria to establish a relationship with the tenants in the form of a long-term partnership. Alternatively, alstria seeks to invest in properties that offer prospects for growth. These include for example buildings that are acquired with a certain level of vacancy, raising the prospect of an increase in value by reducing the vacancy rate. Buildings whose value can be increased by means of repositioning or refurbishment measures are also attractive targets for acquisition by alstria. Even if there is no specific target structure with respect to the breakdown between properties that are leased in the long term and therefore generate cash flow on the one hand and opportunistic investments on the other, alstria's management strives to have cash-generating properties overrepresented in its portfolio, which consequently leads to under-representation of properties with an opportunistic nature.

Consistently and successfully focusing on active asset management, and taking advantage of internal opportunities for growth by optimizing rental income (especially by revitalizing properties and concluding long-term lease agreements), mean that alstria's business model is largely independent of economic cycles and the associated fluctuations in the market.

Good Relationships with Tenants as the Key to Success

alstria seeks to maintain a long-term real estate partnership with its principal tenants. A significant aspect of its business philosophy is to focus its asset management efforts on its tenants' needs and demands. alstria believes that meeting tenants' needs and demands results in good business relationships and helps to maintain and expand its reputation as a reliable business partner. alstria's management expects to benefit from its existing tenant relationships, as it believes that through many years of positive cooperation it will be perceived by both public and private tenants alike as a reliable counterparty.

The Company's management also sees a sale-and-leaseback transaction or the conclusion of a long-term lease agreement as a strategic decision on the part of the tenant that, alongside other criteria, is based on mutual trust. The sale-and-leaseback transactions entered into with the City of Hamburg, Bilfinger Berger, HUK and Daimler, but also the very long-term lease agreements recently concluded with the City of Hanover and the German Federal State of North Rhine-Westphalia, have bolstered alstria's reputation on the market as a reliable partner.

alstria's Strengths

alstria's Management with Clear Track Record of Success

In recent years, alstria's management team has demonstrated its ability to successfully guide the Company through the different stages of the economic cycle, and the recent economic, financial and debt crisis in particular. This is largely due to the maximization of the cash flow generated by the real estate portfolio as a result of active asset management in relation to the properties, the constant optimization of the allocation of capital and consistent price discipline in connection with the acquisition of new properties.

Reliable and Predictable Rental Income

As of 31 December 2015, alstria's real estate portfolio had a WAULT of 5.2 years and an occupancy rate of 88.2%.

alstria's portfolio is expected to generate stable cash flow in the years ahead in light of its very solid tenant structure with approximately 65% of the contractual rent stemming from tenants with a public background or an investment-grade rating or from major insurance providers as of 31 December 2015. Major leases are concluded with the authorities of the City of Hamburg, the City of Hanover and the German Federal States of North Rhine-Westphalia and Baden-Wuerttemberg. Substantial rental income from the private sector stems from international companies such as Daimler and Deutsche Telekom, whose solvency and liquidity is not at any substantial risk even during potential times of economic crisis. Major insurance providers are Allianz and Zürich. Furthermore, management believes that concentrating a large component of the rental income within a smaller number of high-quality tenants allows for a more careful risk management, as the relevant alstria personnel are able to monitor the credit and liquidity situation of key tenants in detail and consistently.

MAJOR TENANT SPLIT	Number of leases	Share of rental income [%]
City of Hamburg	23	14
Daimler AG	8	11
Deutsche Telekom (GMG Generalmietgesellschaft)	6	9
Allianz Deutschland AG	7	7
HOCHTIEF Aktiengesellschaft	4	4
Zürich Versicherung AG	8	4
Bilfinger SE	10	3
Residenz am Dom gemeinn. Betriebsgesellschaft mbH	1	2
Württembergische Lebensversicherung AG	1	1
State of Baden-Württemberg	4	1
L'Oreal Deutschland GmbH	2	1
Residenz Recklinghausen Betriebsgesellschaft mbH	1	1
Barmer GEK	6	1

MAJOR TENANT SPLIT	Number of leases	Share of rental income [%]
Siemens AG	8	1

Around 50% of the major tenants have a public investment grade rating.

MAJOR TENANTS' RATINGS	Annual Net Rent ¹⁾ [%]	Long Term Rating		
		Moody's	S&P	Fitch
City of Hamburg	13.6	–	–	AAA
Daimler AG	11.1	A3	A-	A-
Deutsche Telekom (GMG Generalmietgesellschaft)	9.0	Baa1	BBB+	BBB+
Allianz Deutschland AG	6.6	Aa3	AA	
Zürich Versicherung AG	4.1	Aa3	AA-	
Bilfinger SE	2.8	–	BB+	–
Württembergische Lebensversicherung AG	1.3	–	A-	–
State of Baden-Württemberg	1.2	–	AAA	–
Major rated tenants (>1.0% of Annual Net Rent)	49.7			

¹⁾ As of 31 December 2015; excluding joint ventures; based on contracted annual rent.

Both the long-term reliability of rental income and the dependability of current key tenants will, in the view of alstria's management, provide a solid foundation upon which to pursue a sustainable growth strategy. The predictability of cash flows generated by the long-term lease portion of the portfolio can provide a stable operating cushion to support active asset management on less stabilized assets within the portfolio. This also enables management to realize exposures to properties of an opportunistic nature (in keeping with the Company's investment criteria) that represent a corresponding value proposition. This would support management's strategy to selectively increase alstria's exposure to assets with higher vacancy rates and/or shorter WAULTs in order to seize opportunities offering higher return prospects.

Success Through Active and Value-Oriented Asset and Portfolio Management

alstria follows a "buy-and-manage" approach. alstria's management believes that to be successful in the German office markets, proactive asset management is a key determinant as the German office markets are not as volatile as other comparable office markets across Europe. alstria strives to achieve organic growth by increasing the value of its investments through active asset and portfolio management. alstria's management believes that efficient asset management can often significantly improve the revenue potential of a real estate asset. This is above all achieved by enhancing a property's rental potential, which alstria's in-sourced asset and portfolio management function achieves by means of rental space optimization, tenant rotation, refurbishment, redevelopment and the optimization of operating expenses. alstria aims to cooperate with its core tenants to improve space utilization in existing buildings in order to better exploit the value potential of its portfolio and simultaneously improve efficiency of use for its tenants. In this regard, alstria's management believes that it is important to maintain close and positive relationships with its tenants in order to learn about specific tenant needs via ongoing dialogues, and use this knowledge to identify potential opportunities for working together as partners. One concrete example of this is improving the use of space by means of needs-based occupancy planning. alstria maintains its own personnel for this purpose, who help tenants plan their spaces in order to improve efficiency. alstria also supports tenants' measures to improve efficiency with corresponding investment in the building provided there is an adequate return.

Well-Trained and Dedicated Employees

With its integrated business model, alstria has a well-trained workforce that boasts detailed specialist knowledge. Their extensive knowledge of its own real estate portfolio, the German office property market and general business management are – in the Company's assessment – a crucial factor for the success of the Company. This combines with alstria's focused business approach (offices in

Germany) to produce a crucial competitive advantage in all of the asset and portfolio management activities of the Company.

The Company's management believes that the expertise of the employees who are directly responsible for managing the properties and facilitate all of the processes within the value-added chain provides a good foundation for ongoing external growth and the strong performance of the Company. Continuing to optimize the risk/return profile, constantly improving the allocation of capital and the selective implementation of risk-appropriate development projects while also maintaining financial flexibility will result in the utilization of the best opportunities in the individual markets and at every stage of the economic cycle.

Strong Operating Efficiency

One of alstria's goals is to maintain and further improve its highly efficient operating processes. Decision-making processes are to be kept fully in-house. This includes asset and property management, and the Company's own personnel capacity in the field of transactions and development, as well as the administrative platform required to operate a publicly listed company. As of 31 December 2015, alstria had 93 employees (plus two Management Board members at the level of alstria office REIT-AG). The majority of its employees work at the Company's head office in Hamburg. The Company opened local offices in Dusseldorf (2012), Frankfurt (2015) and Stuttgart (2016) in order to be more present in the local real estate markets. As of 31 December 2015, alstria's portfolio is concentrated in the Rhine-Ruhr region, Hamburg, Frankfurt, Stuttgart and Berlin. Through the combination of alstria and Deutsche Office the Company sees opportunities to further reduce the Company's cost ratio by achieving economies of scale, and thus making the organization as a whole even more efficient. It is intended to increase the efficiency of the organization by building regional investment clusters, which will essentially be situated in the seven major German office real estate markets. Building investment clusters allows a cost-efficient management of the local property portfolios by local teams in charge of the asset and property management for the properties. The acquisition of Deutsche Office was a major step in this respect. Furthermore, by combining the portfolios of alstria office REIT-AG and Deutsche Office, the Company has reached critical mass in Berlin, Stuttgart and Frankfurt am Main and strengthened its market position in Hamburg and the Rhine-Ruhr region around Dusseldorf. Correspondingly, alstria will exit markets where the Company has a subcritical investment volume and will not reach a critical investment volume in the foreseeable future. In line with this strategy, alstria sold several properties in Munich, as the investment volume required for cost-efficient operation and meeting the yield requirements currently cannot be realized. Given the high demand for office properties in Munich alstria realized substantial disposal gains compared to recent appraised values.

alstria's operating efficiency is demonstrated by a strong Adjusted EBITDA margin.

ADJUSTED EBITDA AND ADJUSTED EBITDA MARGIN DEVELOPMENT¹⁾	Adjusted EBITDA [€ million]	Adjusted EBITDA Margin [%]
2010	70.7	79.4
2011	70.0	77.1
2012	79.7	78.6
2013	83.1	79.8
2014	80.6	79.2
2015	90.8	78.7

¹⁾ Not audited or reviewed; based on alstria's own calculations.

For the financial year 2015, alstria's FFO amounted to €59,998 thousand (2014: € 47,626 thousand), resulting in FFO per share of €0.61¹ (2014: €0.60).

Consistent Growth Strategy

alstria pursues a conservative acquisition strategy, and can show a consistently successful track record in this regard. Following the IPO in April 2007, alstria's management announced plans to

¹ Divided by the average number of shares in 2015 (96,718,329) due to the Takeover of DO Deutsche Office AG in 2015. Number of shares as of 31 December 2014: 79,018,487.

significantly expand the real estate portfolio of the Company, consistently take advantage of opportunities for growth and create a leading company in the German office real estate market. As it turned out, however, these plans had to be put on hold in the context of the onset of the financial crisis in 2007, which had its origins in the sub-prime risks on the US mortgage market and snowballed into a global credit and liquidity crisis, resulting in substantial write-downs in the value of real estate around the world. The growth strategy was resumed in November 2010, when market conditions were once again conducive to growth and the risk/return profile of the German office real estate market seemed attractive to the management of the Company. The Company has been growing ever since. The issue proceeds from the three capital increases from authorized capital carried out since the IPO in 2010, 2011 and 2012 (2010: €49 million, 2011: €95 million and 2012: €61 million) were quickly invested in attractive properties and property portfolios, and as a result contributed significantly to the Company's growth in recent years. An office complex in Karlsruhe and properties of an opportunistic nature in Hamburg were acquired in 2010. The proceeds of the capital increase in 2011 were invested in a rather opportunistic portfolio of five properties in Dusseldorf and Frankfurt am Main with substantial vacancy rates, while the proceeds from the capital increase in 2012 were invested in a mix of buildings with long-term and short-term lease agreements in the metropolitan areas of Dusseldorf, Frankfurt am Main and Hamburg. In all of these three cases, the acquired properties/portfolios performed as provided for in the business plans used to calculate the purchase prices.

In March 2015, alstria office REIT-AG carried out its fourth capital increase from authorized capital since the IPO, generating proceeds of €103 million. The Company used these proceeds to acquire office real estate and to cover costs from the Takeover of DO Deutsche Office AG. In addition to external growth, alstria takes advantage of all potential opportunities for internal growth. These include the concentration and especially the maximization of the cash flow generated by the real estate portfolio, as well as proceeds from the sale of mature properties from which no further increase in cash flow can be expected. alstria's management views the ability to successfully conduct complex asset management projects as a competitive advantage because it puts alstria in the position of also being able to buy properties of an opportunistic nature and exploit their potential by means of active asset measures.

alstria's management can point to a successful track record with respect to the announcement of strategies and plans and then consistently implementing them. This applies first and foremost to the underlying business strategy, which has remained unchanged for the most part since the IPO and produced a consistently positive business performance since the Company was founded.

The Company's management still sees a need for a large, publicly listed office real estate company in Germany. Against this background, alstria continues to pursue a growth strategy on the basis of its successful business model.

Strong Balance Sheet and Long-term Access to Sources of Finance

alstria's management believes that, with a net loan-to-value ratio of around 49.3% as of 31 December 2015, alstria has a strong balance sheet. This provides alstria with the strength and flexibility to effectively manage the existing portfolio and take advantage of attractive acquisition opportunities. The continuous slide in the net loan-to-value ratio (Net LTV) in recent years is the result of the deleveraging strategy of the Company. While alstria's Net LTV ratio was 59.2% as of 31 December 2008, this figure had been reduced to 49.3% as of 31 December 2015. This was achieved by means of the amortization of loans and the below-average debt financing of new acquisitions in comparison to the existing portfolio. The Company plans to further reduce its Net LTV to around 45% in the medium term. This target is mainly to be achieved through the sale of non-strategic assets and the financial leeway offered by reduced financing costs as a result of lower interest levels. alstria's management believes that a low loan-to-value ratio promotes the stability of the share price and therefore reduces its cost of capital even further. In the opinion of alstria's management, a strong balance sheet and access to equity via the market has a significant positive impact on the Company's ability to carry out acquisitions and finance them in part using leverage.

alstria has been able to finance its acquisitions in recent years efficiently by making use of a range of instruments. Based on the Company's experience in the structuring of finance, the high quality of its real estate portfolio and lease agreements, its positive track record and positive reputation among financing partners, alstria's management is confident that the Company has good access to the equity and debt capital markets. This is demonstrated by the consistent success of the capital increases and refinancing measures using bank loans and bonds carried out by the Company in recent years. Even major

refinancing measures were implemented without problems, such as the restructuring of the Syndicated Loan effective of 30 September 2013. In this case, a syndicate of four banks provided a corporate loan with a volume of €544 million and a term of seven years. As of 31 December 2015, the loan-to-value ratio of the bank loans stands at around 52% underscoring the conservative nature of the Company's financing.

In addition to pure mortgage loans, alstria is currently financing itself by means of a convertible bond with a volume of €79.2 million, which was issued in June 2013 with a term to maturity of five years.¹ The coupon is 2.75% per annum, and the conversion price currently stands at €9.6104. On 24 November 2015, alstria issued a benchmark-size eurobond referred to in this Prospectus as the Fixed Rate Notes 2015 with an aggregate principal amount of €500 million at an interest rate of 2.25% and a maturity of 5.25 years (for a description of the Fixed Rate Notes 2015 see the section "Issuer Related Information – Material Contracts – Financing Arrangements of alstria – Fixed Rate Notes 2015"). Taking the convertible bond and the Fixed Rate Notes 2015 into consideration, alstria's net loan-to-value ratio amounts to around 49.3% as of 31 December 2015.

The financing facilities in place as of 31 December 2015 are as follows:

Liabilities	Maturity	Principal amount drawn as of 31 Dec. 2015 [€ thousand]
Syndicated loan #1	30 Sept. 2020	470,556
Syndicated loan #2 (Herkules Refinancing Loan) ¹⁾	22 Feb. 2016	331,910
Syndicated loan #3 (Homer Refinancing Loan)	30 Sept. 2018	336,320
Loan #3	30 Sept. 2019	67,000
Loan #4	30 June 2017	58,868
Loan #5	30 April 2021	60,048
Loan #6	28 Mar. 2024	56,500
Loan #7	17 Dec. 2018	56,000
Loan #8	31 Dec. 2018	53,432
Loan #9	30 Dec. 2017	18,507
Loan #10	30 July 2021	15,423
Total loans		1,524,564
Fixed Rate Notes 2015	24 Mar. 2021	500,000
Convertible bond	14 June 2018	79,200
Total		2,103,764

¹⁾ Loan agreement terminated, withdrawal occurred on 22 February 2016.

The average term to maturity of loans/Fixed Rate Notes 2015/convertible bond of 3.6 years as of 31 December 2015 takes into account the Herkules Refinancing Loan (as defined below) which was terminated before maturity as of 22 February 2016. Excluding this loan, the average term to maturity is 4.3 years as of 31 December 2015.

alstria's equity amounted to €1,657.7 million as of 31 December 2015. The reported equity ratio (equity / total assets) therefore amounted to 43%. The G-REIT Equity Ratio (equity / carrying amount of immovable assets, which are defined as carrying amount of investment properties plus carrying amount of owner-occupied properties plus fair value of properties held for sale plus interests in joint ventures), which is crucial for the Company's status as a G-REIT, amounted to 49.4% as of the same date. The minimum requirement under the REIT Act is 45%.

alstria's EPRA net asset value (EPRA NAV) amounted to €10.91² as of 31 December 2015.

alstria is the leading REIT in Germany

As a REIT-AG, alstria office REIT-AG is fully exempt from corporate income and trade tax (see for more details in this regard the section "Issuer Related Information – Business – G-REIT Status"). As

¹ Original issue volume of €79.4 million.

² Based on cumulated fair value adjustments on financial derivatives.

of 31 December 2015, the total market capitalization of the three existing G-REITs (alstria office REIT-AG, Hamborner REIT-AG and Fair Value REIT-AG) was €2,688 million. With a market capitalization of €1,875 million, alstria represented 69.8% of the total market capitalization of the German REIT segment.¹ The share of alstria office REIT-AG in the total market capitalization of G-REITs has significantly increased as a result of the Takeover of DO Deutsche Office AG.

Investment Policies, Asset Management and Property Management

Overview

alstria is an internally managed company with all asset and property management activities performed in-house. All decisions regarding portfolio allocation, investments in properties in line with the investment guidelines of the Company and divestment decisions regarding mature properties are made by the management team with the support of an experienced in-house transaction and asset management team. This structure is a key pillar of company policy, and is based on the conviction that operating value-added and risk management processes only produce the best possible results if all decision-making and monitoring functions are fully in-house.

alstria benefits from an in-depth knowledge of its portfolio, as acquisitions were carried out both before and after the IPO using internal capacities. This in-depth knowledge of the existing portfolio, combined with the management team's general business expertise and the focused business model approach of the Company are a key competitive advantage with respect to the ongoing access of the Company to equity and debt capital.

alstria's Investment Guidelines

alstria maintains a clear investment focus, with the Company investing predominantly in office properties located in large and mid-sized German cities, preferably offering the creation of new tenant relationships or the reinforcement of existing ones. When assessing a potential investment opportunity, the Company follows the internal guidelines outlined below:

- Depending on the asset management activities required, the acquisition should lead to an immediate increase in the Company's FFO per share and / or the acquisition should lead to a medium-term increase in the Company's triple net asset value (NNNAV) and FFO per share;
- the return on the investment (measured on the basis of the unleveraged internal rate of return; "IRR") should be between 6% and 12% (properties on long-term leases in city centers versus properties in peripheral areas with short-term lease agreements in place and / or needing renovation);
- at a portfolio level the Company seeks to strike a balance between portfolios characterized by long-term lease agreements with high quality covenants and properties offering a higher return potential due to short-term lease agreements at the time of acquisition.

Furthermore, in the case of portfolio deals, overall portfolio allocation considerations such as the tenant structure, the location of the real estate assets, the weighting of office properties in the overall portfolio and the potential for future value-added are key factors in determining whether deals are being pursued. Finally, alstria has to comply with the requirements imposed by the REIT Act when making investment decisions in order to maintain its status as a G-REIT (see the section "*Issuer Related Information – Business – G-REIT Status*").

alstria's Investment Process

In recent years, alstria has built up internal, computer-based research capacities in order to regularly and intensively monitor the German office real estate market and its local sub-markets. This serves as a basis for identifying regional priorities for investment, which the Company considers to be

¹ Based on the market capitalization of the three German publicly listed REITs alstria office REIT-AG, Hamborner REIT-AG and Fair Value REIT-AG.

attractive and are compatible with the investment guidelines. Potential investments are assessed by alstria's Management Board, primarily on the basis of financial / operating criteria such as tenant quality, anticipated return (unleveraged IRR), the potential to increase FFO and / or NNAV per share and the availability of corresponding debt and equity financing. alstria expects to be able to source investment opportunities through its existing network in the property sector, contacts with the financial sector, established brokers as well as through public and private markets. alstria maintains close relationships with market participants in the office real estate sector, which are considered an important source of information concerning investment opportunities and may also enable alstria to participate in off-market deals, *i.e.* transactions that do not involve a structured bidding process.

The initial assessment of a specific investment opportunity by alstria focuses on the long-term value potential of the specific asset. Management assesses a variety of factors, including yield, sustainability, location, duration of tenancy agreements, the potential for value-added, the credit quality of the existing tenants, the importance of the tenants within alstria's portfolio and special provisions in the lease agreements. If, as a result of this initial review, management believes an investment opportunity is attractive, the property is visited for the purpose of an initial due diligence assessment. Following a subsequent assessment by alstria's management, a letter of intent may be submitted to the seller. If selected as one of the preferred bidders, alstria undertakes a full and comprehensive due diligence involving external advisers and encompassing legal, technical, environmental and financial aspects and, in the case of an acquisition of a company, a tax review.

Any final acquisition decision is supported by a detailed business plan for each individual asset, including a breakdown of the determinants of the rental income forecast for the asset, detailed strategy and the associated expected ordinary and extraordinary costs.

After the completion of an acquisition, alstria's management ensures ongoing monitoring of the property and reaches a decision regarding the potential appointment of an external service provider and an annual review of the asset business plan (see the section "*Issuer Related Information – Business – Investment Policies, Asset Management and Property Management – Asset Management and Property Management*").

Asset Management and Property Management

alstria is an internally managed real estate company in which all asset management decisions are made by the Company itself. As part of its active asset management approach, alstria regularly analyses the competitive positioning of its properties relative to other similar office properties in each sub-market, and undertakes the refurbishments / renovations required to meet the evolving demands from the tenant market. The operating performance of the individual assets is reviewed at regular intervals.

alstria's asset management process also entails regular meetings with representatives of its main tenants. alstria firmly believes that cultivating its relationships with tenants is an important instrument for identifying their needs and requirements, and responding to them as proactively as possible.

The operating performance of the individual assets is reviewed by asset managers on a quarterly basis and reviewed by the Management Board at least once a year.

In 2010, alstria also in-sourced its entire property management activities. The reasons for in-sourcing property management were specifically to benefit from synergies between property management and asset management.

Facility management is still carried out by external service providers.

Sale and Disposal Process

alstria's strategy is to dispose of any assets if the Company's management believes they cannot create additional shareholder value, or when selling an asset is believed to generate a higher value contribution than continuing to hold it. This active approach to optimizing the allocation of capital is reflected in the disposals effected in the fiscal year 2014, totaling €68 million (net selling price), and in the fiscal year 2015, totaling € 154.8 million (net selling price). On several occasions alstria was able to sell assets above their book value thanks to its active asset management approach.

Financing Policies

The financing policy is structured to support the overall business strategy. Specific policies include:

- achieving a loan-to-value ratio of up to 40% in the long term;
- actively managing interest rate risks using derivative financial instruments.

Since 2009, alstria has financed acquisitions with an average loan-to-value ratio that is lower than for alstria as a whole. The above-average use of equity gradually reduces the Company's loan-to-value ratio. alstria also uses the leeway provided by falling financing costs to pay down its loans. Additionally, in 2013, alstria issued a convertible bond with a term to maturity of five years, which will boost reported equity and reduce the loan-to-value ratio accordingly when it is expected to be converted in 2018. Finally, in November 2015, alstria placed the Fixed Rate Notes 2015. The proceeds from the Fixed Rate Notes 2015 have been used to replace existing, higher-yielding bank liabilities of DO Deutsche Office AG and therefore have had a positive effect on alstria's financing (for more information see "Material Contracts – Agreements with DO Deutsche Office AG – Intercompany Loan Agreement").

Overview of the Portfolio

Key Portfolio Figures

alstria specializes in acquiring, owning and managing office properties in Germany, and has a portfolio featuring long-term lease agreements (WAULT of approximately 5.2 years as of 31 December 2015). As of 31 December 2015, alstria's portfolio comprised 120 properties with approximately 1,724,100 sqm of lettable area (excluding parking spaces) and a vacancy rate of 11.8% (as a percentage of the total lettable area). The valuation yield stands at 6.3% as of 31 December 2015.

The table below shows the key metrics for the portfolio of alstria.

KEY METRICS OF THE PORTFOLIO ¹⁾		
	31 Dec. 2015	31 Dec. 2014
Number of properties	120	74
Number of joint venture properties	1	1
Market value (€ billion) ²⁾	3.3	1.7
Annual contractual rent (€ million)	208.3	99.7
Valuation yield (% , annual contractual rent / market value)	6.3	6.0
Lettable area (sqm)	1,724,100	875,100
Vacancy (% of lettable area) ³⁾	11.8	12.6
WAULT (years)	5.2	6.8
Average rent / sqm (€ / month)	11.5	10.9

¹⁾ Excluding joint ventures.

²⁾ Including fair value of owner-occupied properties.

³⁾ Vacancy rate includes vacancies in assets of the development pipeline.

Regions and Tenants

Investment in alstria's portfolio centers around selected core regions. As of 31 December 2015, alstria's properties in Rhine-Ruhr and Hamburg have a market value of approximately €1,567 million (excluding the share in the joint venture). This makes the Rhine-Ruhr and Hamburg regions the most important markets for alstria.

TOTAL PORTFOLIO BY REGION ¹⁾		
[%] of the fair value	31 December 2015 [%]	31 December 2014 [%]
Rhine-Ruhr	25	18
Hamburg	23	42
Rhine-Main	20	7

TOTAL PORTFOLIO BY REGION¹⁾ [%] of the fair value	31 December 2015 [%]	31 December 2014 [%]
Stuttgart	14	17
Berlin	7	2
Munich	3	4
Hanover	1	3
Saxony	1	2
Others	5	5

¹⁾ Excluding joint ventures.

Another key feature of alstria's portfolio is its focus on a limited number of major tenants. According to Creditreform, the creditworthiness of alstria's major tenants is rated from excellent to good.

The focus of investment is also on a single class of property, with office use accounting for around 87% of the total lettable area as of 31 December 2015.¹⁾

TOTAL PORTFOLIO BY USE¹⁾	31 December 2015 [%]	31 December 2014 [%]
% of total lettable space		
Office and storage space	87	95
Others ²⁾	13	5
	100	100

¹⁾ Excluding joint ventures and parking spaces.

²⁾ Particularly hotels, nursing homes, logistic, retail and residential.

alstria's portfolio is characterized by the long terms of its leases, with a WAULT of about 5.2 years and a vacancy rate of 11.8% (as a percentage of total lettable area) as of 31 December 2015. The table below provides an overview of the maturity structure of alstria's lease agreements as of 31 December 2015.

EXPIRING LEASE AGREEMENTS¹⁾ (excl. open-ended lease agreements)	31 December 2015 [€ thousand / month]	31 December 2015 [%]
2015	32	0.2
2016	1,134	6.7
2017	2,939	17.3
2018	2,030	12.0
2019	3,844	22.7
2020	2,002	11.8
2021	954	5.6
2022	543	3.2
2023	298	1.8
2024	102	0.6
2025	238	1.4
2026	1,500	8.8
2027	27	0.2
2028	105	0.6
2029	78	0.5
2030	330	1.9
after 2030	791	4.7
TOTAL	16,949	100.0

¹⁾ Excluding joint ventures.

¹⁾ Office and storage space.

Movements in the Portfolio

The total carrying amount of alstria's investment properties amounted to €3,260,467 thousand at the end of 2015, in comparison to €1,645,840 thousand at the end of 2014. The increase results, in an amount of €1,645,210 thousand, from the properties acquired in conjunction with the Takeover of DO Deutsche Office AG. Furthermore, the acquisition of an asset in Dusseldorf as well as the capitalisation of modernisation measures increased the value of investment property. The disposal of eight assets led to a decrease of the value of investment property.

CHANGES TO IMMOVABLE ASSETS IN 2015	
Item	Value [€ thousand]
Investment properties as at 31 December 2014	1,645,840
Adjustment from initial consolidation of DO Deutsche Office AG	1,645,210
Investments	27,813
Acquisitions	12,710
Disposals	-53,575
Reclassifications	-53,245
Net loss/gain from fair value adjustments on investment property	-4,192
Property portfolio as at 31 December 2015	3,220,561
Prepayments ¹⁾	39,906
Investment properties as at 31 December 2015	3,260,467
Carrying amount of owner-occupied properties	4,448
Fair value of properties held for sale	69,143
Interest in joint ventures	23,900
Carrying amount of immovable assets	3,357,958
Adjustments to fair value of owner-occupied properties	1,382
Fair value of immovable assets	3,359,340

¹⁾ Prepayment for acquisition of Gasstraße 18, Hamburg. Transfer of benefits and burden took place as of 01 January 2016.

Competition

alstria is exposed to constant competition with other local and international investors in connection with the acquisition of property portfolios and with other professional property owners in connection with the letting of properties on attractive terms. The competitive situation frequently depends on the investment volume and features of the portfolio. There are generally no significant limits for investing in real estate other than the availability of capital, real estate expertise and access to marketing offers. Owing to the heterogeneous competitive environment of the German commercial real estate market, it is not possible to give a precise description of alstria's competitive situation as compared to its competitors. In particular international investors, private equity companies, open-ended funds and listed property companies including REITs and pre-REITs are competing for the major portfolios and, as property owners, anchor tenants.

To the extent alstria also operates as a seller of properties, it is also exposed to competition in this area.

G-REIT Status

The Company was transformed into a REIT under German law in the fiscal year 2007. The Company was registered as a REIT-AG in the commercial register on 11 October 2007; the company name was changed to alstria office REIT-AG.

Main Characteristics of a G-REIT

Based on the REIT Act of 28 May 2007, as amended on 22 June 2011, a G-REIT is a publicly-traded real estate stock corporation, which is basically exempt from German corporate income and trade tax, while capital gains and dividends are fully subject to taxation at the level of the shareholder without applying the half-income system (*Halbeinkünfteverfahren*) and dividends are generally also subject to withholding tax or, from 2009 on, the final withholding tax (*Abgeltungssteuer*). The G-REIT as a stock corporation is subject to the general laws applicable to stock corporations such as, in particular, the

German Stock Corporation Act (*Aktiengesetz*; "**AktG**") and the HGB unless the REIT Act provides for special rules. The law does not require risk diversification by a G-REIT, and, in contrast to an investment fund falling within the scope of the German Capital Investment Code (*Kapitalanlagegesetzbuch*; "**KAGB**"), a G-REIT is not subject to a particular product regulation by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*; "**BaFin**").

In order to qualify for becoming and staying a G-REIT, certain requirements must be met, not only at the company level but also at the subsidiary level and with respect to the shareholder structure of the G-REIT. Even if certain of the various requirements described below cease to be fulfilled, the tax benefits enjoyed by a G-REIT would not necessarily be disallowed. Rather, the sanctions provided for differ depending upon the requirement violated (for details see the sections "*Issuer Related Information – Taxation of the Issuer in the Federal Republic of Germany – REIT-AG – Taxation of the Company – Fines*" and "*Risk Factors – A. Risks Relating to the Issuer – Risks Related to the Company's Status as a G-REIT*").

Pursuant to the REIT Act, the main requirements for qualifying to become and stay a G-REIT are:

- The G-REIT must be a listed stock corporation with its statutory seat and its management (*Geschäftsleitung*) located in Germany and must be admitted to trading on an organized market within the European Union or European Economic Area (*cf.* sections 9, 10 REIT Act). Its corporate name (*Firma*) must include the suffix "REIT-AG" or "REIT-Aktiengesellschaft" (*cf.* section 6 REIT Act).
- The registered share capital of a G-REIT must be at least €15 million (*cf.* section 4 REIT Act); all shares must be voting shares of the same class. They are only to be issued against full payment of the issue price (*cf.* section 5 para. 1 REIT Act).
- The corporate purpose (*Unternehmensgegenstand*) must be limited to acquiring, holding, administering and disposing of immovable assets, which are real estate and rights equivalent to real estate as well as comparable rights under the law of other countries, (*cf.* section 3 para. 8 REIT Act) excluding residential rental real estate (*Bestandsmietwohnmobilien*) as defined by the REIT Act and other certain assets (*cf.* section 1 para. 1 no. 1 REIT Act). Residential rental real estate (*Bestandsmietwohnmobilien*) is defined as buildings that were built prior to 1 January 2007 and that are predominantly used for residential purposes (*cf.* section 3 para. 9 REIT Act). Buildings predominantly used for residential purposes are buildings of which more than 50% of the usable space are assigned to space for housing purposes (*Wohnzwecke*) within the meaning of the German civil law.
- The corporate purpose may also include the acquisition, holding, administering or disposing of interests in real estate holding partnerships (*Immobilienpersonengesellschaften*) as defined by the REIT Act (*cf.* section 1 para. 1 no. 2 REIT Act). Real estate holding partnerships (*Immobilienpersonengesellschaften*) are partnerships whose corporate purpose is restricted as described in the preceding paragraph and that according to their shareholders' agreement (*Gesellschaftsvertrag*) may only acquire real estate or real estate equivalent rights (*cf.* section 3 para. 1 REIT Act).
- Finally, the corporate purpose may also include the acquisition, holding, administering or disposing of interests in REIT service companies (*REIT-Dienstleistungsgesellschaften*) within the meaning of section 3 para. 2 REIT Act, foreign property companies (*Auslandsobjektgesellschaften*) within the meaning of section 3 para. 3 REIT Act and companies limited by shares which are shareholders with personal liability in property partnerships and which do not have an asset interest in such companies (*cf.* section 1 para. 1 no. 5 REIT Act). However, for investments in such companies certain requirements set forth in the REIT Act have to be met.
- The equity capital of a G-REIT in the (consolidated or non-consolidated) financial statements under IAS / IFRS may not be less than 45% of the value of immovable assets, which are real estate and rights equivalent to real estate as well as comparable rights under the laws of other countries, (*cf.* section 3 para. 8 REIT Act) determined on the

basis of the current fair value under IAS 40 (the minimum equity) (*cf.* section 15 REIT Act). The G-REIT Equity Ratio is defined as total equity divided by the carrying amount of immovable assets.

- At the time of the first listing on a stock exchange in an organized market in the European Union or European Economic Area, the minimum free float of shareholders has to be 25%. After the listing at least 15% of the shares in a G-REIT have to be free float (the "**Free Float Requirement**"). Free float, according to the REIT Act, are deemed shareholdings of investors to whom less than 3% of the voting rights of the G-REIT are attributable according to sections 22, 23 of the German Securities Trading Act (*Wertpapierhandelsgesetz*; "**WpHG**") (*cf.* section 11 para. 1 REIT Act). The free float percentage must be notified by the company to BaFin annually as of 31 December (*cf.* section 11 para. 2 REIT Act). Compliance with the above thresholds will also be monitored by the various notification requirements under the WpHG and further notification thresholds (80% and 85%) that are provided for in the REIT Act (*cf.* section 11 para. 5 REIT Act).
- No investor is permitted to directly hold 10% or more of the shares in a G-REIT, or shares that represent 10% or more of the voting rights, whereby shares held for the account of a third party are deemed to be held directly by such third party (*cf.* section 11 para. 4 REIT Act). The 10% threshold is to be monitored according to the notification provisions of the WpHG. Under such provisions, shareholders that acquire 10% or more of the voting rights in the G-REIT must immediately notify BaFin of such acquisition.
- According to the REIT Act, a G-REIT is obligated to distribute to the shareholders as dividend at least 90% of the previous fiscal year's net profit within the meaning of section 275 HGB as determined in accordance with German commercial law. The net profit for the year must be reduced by amounts allocated to certain reserves created in connection with profits resulting from the sale of immovable assets attributable to the period in which the corporation qualified as a G-REIT, as further specified in the REIT Act, and increased by the release of such reserves (*cf.* section 13 para. 1 sentence 1 REIT Act). In addition, the REIT Act provides that the provisions regarding the mandatory statutory reserve under the AktG do not apply to a G-REIT (*cf.* section 13 para. 1 sentence 2 REIT Act). The provisions of the REIT Act supersede the general rules applicable to German stock corporations in the event of discrepancies between the two sets of rules. Thus, to the extent the G-REIT act contains specific provisions regarding the determination and distribution of profit, these rules prevail over the general rules applicable to German stock corporations.
- At least 75% of the total assets (*Aktiva*) of the G-REIT must consist of immovable assets after deducting the obligatory distributable profit and admissible reserves (asset mix test pursuant to section 12 para. 2 lit. a) REIT Act). The calculation is based on fair market values determined in accordance with IFRS accounting principles.
- At least 75% of the gross income (*Umsatzerlöse*) of the G-REIT must be generated from the leasing, letting or disposal of immovable assets (income mix test pursuant to section 12 para. 3 lit. a) REIT Act). The calculation must be based on fair market values determined in accordance with IFRS accounting principles.
- A G-REIT must not engage in the trading of immovable assets (the "**Real Estate Trading Prohibition**"). This means that the G-REIT must not generate proceeds from the disposal of immovable assets that exceed half of the G-REIT's average holdings of immovable assets in terms of fair market value during a five-year period. For purposes of this calculation, holdings and disposals of immovable assets by real estate holding partnerships (*Immobilienpersonengesellschaften*) or foreign property companies (*Auslandsobjektgesellschaften*), as defined by the REIT Act, respectively, must be taken into account (*cf.* section 14 REIT Act).
- The G-REIT itself must not render real estate-related auxiliary services for consideration to third parties but may only do so through special REIT service companies (*REIT-Dienstleistungsgesellschaften*), which must be wholly-owned by the G-REIT (*cf.*

section 1 para. 2 REIT Act). The aggregate total assets of the REIT service companies must not exceed 20% of the total assets of the G-REIT after deducting the obligatory distributable profit and admissible reserves, and their aggregate annual gross income must not exceed 20% of the gross income of the G-REIT (*cf.* section 12 para. 2 lit. b) and para. 3 lit. b) REIT Act).

- The articles of association of a G-REIT have to provide for compensation of all shareholders holding less than 3% of voting shares in the G-REIT in the event that the G-REIT's income ceases to be tax exempt due to violation of the Free Float Requirement or the restrictions pertaining to direct shareholdings of single shareholders (*cf.* section 11 para. 3 REIT Act).
- The auditor of the G-REIT must annually certify that the articles of association of the G-REIT are in compliance with the legal requirements and that the company meets (i) the Free Float Requirement, (ii) the asset mix test, (iii) the income mix test, (iv) the minimum distribution requirement, and is in compliance with (v) the Real Estate Trading Prohibition and (vi) the minimum equity. The auditors' memorandum is to be published by the G-REIT (*cf.* section 1 para. 4 REIT Act). The auditors' memoranda regarding alstria are published in the Company's annual reports; the auditors' memorandum in accordance with section 1 para. 4 REIT Act relating to the fiscal years 2015 and 2014 certified alstria's compliance with the aforementioned requirements according to the REIT Act.

Loss of Tax Exemption / Penalties / Violation of Notification Duties

Under certain circumstances, a G-REIT could lose its preferred tax treatment or penalties could be imposed by the German tax authorities.

The loss of the REIT status and therefore the loss of its tax exemption will particularly occur if:

- the REIT company does not maintain the listing of its shares on an organized market;
- the REIT company violates the Real Estate Trading Prohibition, *i.e.* if it generates income from the sale of properties within the last five years that exceed half of the aggregate of its property assets for such five-year period;
- the Free Float Requirement is violated for three consecutive fiscal years of the REIT company or an investor holds 10% or more of the shares or voting rights for three consecutive fiscal years of the REIT company;
- the minimum share capital requirement is violated as of the balance sheet date of the REIT company for three consecutive fiscal years;
- the minimum equity ratio is violated as of the balance sheet date of the REIT company for three consecutive fiscal years;
- the REIT company repeatedly and on a permanent basis breaches the requirements relating to its asset structure, turnover structure or minimum distributions; or
- certain requirements for a REIT company are not or no longer met.

For details, see the section "*Issuer Related Information – Taxation of the Issuer in the Federal Republic of Germany – REIT-AG – Taxation of the Company*". If a shareholder also violates the notification duties under German securities law, further consequences could be triggered (loss of voting and dividend rights).

Consequences of alstria's Status as a G-REIT

Being a G-REIT, alstria must fulfill the requirements of the laws relating to G-REITs as described above (see the section "*Issuer Related Information – Business – G-REIT Status – Main Characteristics of a G-REIT*"). In the event alstria fails to meet these requirements, fines may be imposed on alstria or, under certain circumstances, alstria might even lose its G-REIT status (for a detailed

description, see the sections "*Issuer Related Information – Taxation of the Issuer in the Federal Republic of Germany – REIT-AG – Taxation of the Company*" and "*Risk Factors – A. Risks Relating to the Issuer – Risks Related to the Company's Status as a G-REIT*". Additionally, being a G-REIT has material effects on the Company's dividend policy and other aspects of its business.

The following table provides an overview of the Company's compliance with the above mentioned figures, ratios and restrictions as required by the REIT Act as of the balance sheet date (31 December) for the fiscal years 2015 and 2014.

	2015*	2014*	Required pursuant to REIT Act
Free float (section 11 para. 1 REIT Act)	62.48%	79.06%	Minimum 15%
More than 10% of the shares (or more than 10% of the voting rights) owned directly by a single shareholder (section 11 para. 4 REIT Act)	No	No	Maximum 10%
Assets belonging to the immovable assets (section 12 para. 2 lit. a) REIT Act)	87%	95%	Minimum 75%
Assets belonging to the immovable assets of REIT service companies (section 12 para. 2 lit. b) REIT Act)	0.01%	0.03%	Maximum 20%
Sales revenue of alstria plus other earnings from immovable assets (section 12 para. 3 lit. a) REIT Act)	100%	100%	Minimum 75%
Sales revenue of alstria plus other earnings of REIT service companies (section 12 para. 3 lit. b) REIT Act)	0.1%	0.2%	Maximum 20%
Percentage of net profit for the year distributed as dividend (section 13 REIT Act)	1286%	n.a.**	Minimum 90%
Proceeds from the disposal of immovable assets in relation to the value of the average portfolio (real estate trading, section 14 REIT Act)	14.64%	18.67%	Maximum 50%
Equity ratio of alstria (section 15 REIT Act)	49.4%	50.3%	Minimum 45%

* Audited pursuant to section 1 para. 4 REIT Act.

** For the fiscal year 2014 the Company did not report a net profit pursuant to section 275 HGB.

Takeover of DO Deutsche Office AG

On 27 October 2015, following the Takeover Offer for DO Deutsche Office AG, alstria office REIT-AG acquired around 90.60% of the share capital of DO Deutsche Office AG. Deutsche Office has therefore become part of the alstria Group. On 3 November 2015, alstria office REIT-AG acquired additional around 4.0% of the share capital of DO Deutsche Office AG from Oaktree (for further details see section "*Issuer Related Information – Material Contracts – Agreement with Oaktree in Connection with the Takeover Offer*").

Overview of Deutsche Office

Deutsche Office is a listed office property owner with its registered seat in Cologne. DO Deutsche Office AG was created by the merger of Prime Office REIT AG into OCM German Real Estate Holding AG under the company name of Prime Office AG, which became effective by its registration in the commercial register on 21 January 2014. On 20 May 2014, the general meeting of DO Deutsche Office AG resolved to change its name from Prime Office AG to DO Deutsche Office AG. This change of name took effect on 7 July 2014, upon entry in the commercial register.

Until the Takeover, the business model of Deutsche Office relied on the return-oriented management of assets, particularly of office properties in German metropolitan areas. Aside from mere portfolio management, Deutsche Office pursued a growth strategy based on the selective acquisition of properties with potential for appreciation on the one hand and value-enhancing investments in existing properties on the other hand. In addition, potential sales opportunities were intended to be realized over the entire real estate cycle in order to achieve attractive sales proceeds.

Economic and Strategic Background of the Takeover

The business strategy of alstria office REIT-AG centers on expanding its position as a – in the Company's assessment – leading German real estate company with a focus on metropolitan areas through a combination of strategic acquisitions, efficiency improvements for its operational procedures and

organic growth of its portfolio. Until the Takeover, alstria office REIT-AG had been largely focused on the areas of Hamburg, Rhine-Ruhr and Stuttgart, with the intention to enter further attractive German real estate markets (such as Frankfurt am Main or Berlin) if it could secure a critical portfolio size in these markets which allows efficient operations in the respective local market. In addition, the acquisition strategy of alstria office REIT-AG has focused over the past years on the acquisition of assets and portfolios that show higher vacancy rates and therefore offer additional growth opportunities from stabilizing the leasing of such assets. The portfolio of Deutsche Office met this requirement and was in line with both the focus on office properties and the geographic focus on Germany's metropolitan areas. While alstria had so far (measured by lettable space) been present predominantly in Hamburg, the Rhine-Ruhr region and the Stuttgart region, with Deutsche Office's investments focusing on the Rhine-Ruhr region and the Rhine-Main region, the combination of both portfolios has resulted in an investment structure that is far more balanced in geographical terms (Rhine-Ruhr region: 25%, Hamburg: 23%, Rhine-Main: 20%, Stuttgart: 14%, Berlin: 7%). By combining the portfolios of both companies, alstria office REIT-AG has gained critical volume in Berlin, Stuttgart and Frankfurt am Main while strengthening its market presence in Hamburg and the Rhine-Ruhr region. Moreover, the combination of the two portfolios has significantly reduced major single-name risks in both portfolios.

The economic and strategic background of the acquisition of DO Deutsche Office AG by alstria office REIT-AG has been to achieve competitive advantages, synergies and other business combination advantages. The acquisition of DO Deutsche Office AG has resulted in a combined portfolio that comprises 120 properties with a total lettable area of over 1.7 million sqm and an annual rent of more than €200 million. Therefore, the combined portfolio of alstria and Deutsche Office is among the largest office portfolios in the major markets in which the combined company operates. Deutsche Office's portfolio complements alstria office REIT-AG's strategy of expanding its – in the Company's assessment – leading market position through strategic acquisitions of portfolios with strong growth opportunities resulting from higher vacancies. In its key markets, alstria office REIT-AG has increased its exposure substantially. In addition, alstria has reached a critical size in markets such as the Rhine-Main region as well as in Berlin. The combined knowledge and market penetration of the real estate operation teams of both alstria office REIT-AG and DO Deutsche Office AG are expected to offer a substantial competitive advantage in the local leasing markets of such key German metropolitan areas.

Following the Takeover, alstria office REIT-AG is the largest listed office real estate company in Germany. The Company's cost of debt is substantially lower than that of Deutsche Office. The Company has intended to benefit from the difference in the companies' cost of debt by refinancing the current debt of Deutsche Office following the combination. As a first step, alstria office REIT-AG placed the Fixed Rate Notes 2015 in November 2015. The proceeds from the Fixed Rate Notes 2015 have been used to replace existing, higher-yielding bank liabilities of DO Deutsche Office AG (for more information see "*Material Contracts – Agreements with DO Deutsche Office AG – Intercompany Loan Agreement*").

While at present, there are no specific plans to dispose of sub-portfolios or sub-segments of Deutsche Office, the Management Board intends to streamline the combined portfolio. This will affect properties currently held in the Deutsche Office portfolio that do not form part of the core business of the combined entity, such as hotels and nursing homes. It is intended to effect the disposal on arm's length terms. The disposal is therefore to be performed over a reasonable period of time, so that the portfolio streamlining process will not be completed before the end of 2017.

Material Contracts

Financing Arrangements of alstria

Convertible Bond

In June 2013, alstria office REIT-AG issued a convertible bond. The convertible bond has a term of five years and is due to mature in June 2018. It will be redeemed at 100% of its nominal amount. The interest rate was set at 2.75% p.a. and is payable quarterly in arrear.

CONVERTIBLE BOND KEY FIGURES AND FACTS 2013-2018	
Total issue	€79.4 million ¹⁾
Nominal Amount	€100,000 per bond
Issue Date	14 June 2013
Maturity	14 June 2018
Coupon	2.75%
Interest payment	Payable quarterly in arrear on 14 March, 14 June, 14 September and 14 December
Conversion price	€9.6104 ²⁾
ISIN	DE000A1TNBW1
Listing	Frankfurt Stock Exchange (regulated unofficial market (Freiverkehr))

¹⁾ Currently €79.2 million following completion of the conversion for bonds with a nominal amount of €0.2 million

²⁾ Originally €10.0710, adjusted on 15 May 2014 and on 7 May 2015 following payment of dividends

The terms and conditions provide for a conversion right entitling the bondholder to convert each bond into alstria Shares in accordance with the terms and conditions at the conversion price on any business day during the conversion period. The initial conversion price per share was set at €10.0710, representing a conversion premium of 15% above the reference share price of €8.7574. The conversion price has in the meantime been adjusted twice following the payment of dividends and currently is €9.6104.

Under the terms and conditions, the conversion price will be adjusted upon the occurrence of certain dilutive events, *e.g.* in the event of a capital increase from capital surplus or retained earnings, share split or combining of shares, capital decrease, capital increase against contributions with subscription rights, issue of other securities, and a merger (*Verschmelzung*) pursuant to section 2 UmwG where alstria office REIT-AG acts as transferor and the transferee's shares are not listed on an organized market in the European Economic Area.

The convertible bond also has the benefit of a dividend protection clause. In accordance with such clause, the conversion price per share is adjusted for each distribution of cash dividends exceeding €0.25 per share in the relevant fiscal year.

In the event of a change of control or if the free float of the alstria Shares, on each of the ten consecutive trading days commencing on or after the issue date of the bond, falls below 30% of the alstria Shares as determined by reference to the total voting share capital, the terms and conditions of the convertible bond also provide for adjustment of the conversion price. Change of control as defined in the terms and conditions of the convertible bond means that (i) alstria office REIT-AG is notified pursuant to sections 21 *et seq.* WpHG that one person is, or persons acting in concert are, acquiring control over alstria office REIT-AG or (ii) alstria office REIT-AG disposes of all or substantially all of its assets. Control within the meaning of the terms and conditions of the convertible bond relates to more than 50% of the voting rights in alstria office REIT-AG by reference to the total voting share capital. Free float within the meaning of the terms and conditions of the convertible bond means all alstria Shares by reference to the total voting share capital less the total amount of the alstria Shares directly or indirectly (within the meaning of section 22 WpHG) held by one or more persons acting in concert, the ownership of which has been notified by such persons pursuant to sections 21 and 22 WpHG.

In the event of a change of control at alstria office REIT-AG, a merger pursuant to section 2 UmwG where alstria office REIT-AG acts as transferor and the shares of the transferee are not listed on an organized market in the European Economic Area or in the event that the free float of the alstria Shares, on each of the ten consecutive trading days commencing on or after the issue date of the bond, falls below

30% of the alstria Shares as determined by reference to the total voting share capital, the bondholders have a put right under the terms and conditions of the convertible bond.

Fixed Rate Notes 2015

In November 2015, alstria office REIT-AG issued the Fixed Rate Notes 2015. The Fixed Rate Notes 2015 have a term of 5.25 years and mature in March 2021. The interest rate was set at 2.25% p.a. and is payable annually in arrear.

FIXED RATE NOTES 2015 KEY FIGURES AND FACTS 2015-2021	
Aggregate Principal Amount	€500 million
Denomination	€100,000
Issue Date	24 November 2015
Maturity Date	24 March 2021
Interest Rate	2.25% (except for the first interest payment payable annually in arrear)
First Interest Payment	March 2016
ISIN	XS1323052180
WKN	A1685N
Listing	Luxembourg Stock Exchange (regulated market)
Rating of the note	BBB (S&P)

Under the terms and conditions of the Fixed Rate Notes 2015 alstria office REIT-AG may redeem all or some of the Fixed Rate Notes 2015 within the period from, and including, 24 December 2020 to, but excluding, the final maturity date (*i.e.* 24 March 2021) at their principal amount together with interest accrued. In addition, alstria office REIT-AG may, under certain circumstances, redeem on any date specified by it, at its option, the Fixed Rate Notes 2015 in whole but not in part, at the higher of (i) their principal amount, and (ii) an amount calculated by discounting the sum of the principal amount of the relevant Fixed Rate Note 2015 to be redeemed and the remaining interest payments using the bund rate plus 40 basis points, together with any unpaid interest accrued.

If a change of control occurs after the issue date and within 120 days of such change of control (the "**Change of Control Period**") a rating assigned to alstria office REIT-AG is withdrawn or lowered (as further specified in the terms and conditions of the Fixed Rate Notes 2015) or if at the time of the change of control there is no rating assigned to the Fixed Rate Notes 2015 and no rating agency assigns during the Change of Control Period an investment grade rating (as further specified in the terms and conditions of the Fixed Rate Notes 2015), the holders of the Fixed Rate Notes 2015 have a put right under the terms and conditions of the Fixed Rate Notes 2015. A change of control shall be deemed to have occurred at each time (whether or not approved by the Management Board or Supervisory Board of alstria office REIT-AG) that any person or persons acting in concert or any person or persons acting on behalf of any such person(s), directly or indirectly acquire(s) or come(s) to own (i) more than 50% of the issued ordinary share capital of alstria office REIT-AG or (ii) such number of the shares in the capital of alstria office REIT-AG carrying more than 50% of the voting rights.

In addition, the holders of Fixed Rate Notes 2015 have redemption rights in defined events of default, such as, *inter alia*, alstria office REIT-AG failing to pay principal, interest or any other amounts under the Fixed Rate Notes 2015 or alstria office REIT-AG failing to duly perform any other material obligation arising from the Fixed Rate Notes 2015.

Material Bank Loans

Syndicated Loan

The Syndicated Loan in the amount of up to €544,100,000.00 was agreed on 10 September 2013 between alstria office REIT-AG as borrower, UniCredit Bank AG Munich as mandated lead arranger and bookrunner, UniCredit Bank AG Munich as lead manager and facility agent, HSH Nordbank AG Hamburg as joint facility agent and security agent and the credit institutions listed below as lenders:

- UniCredit Bank AG

- HSH Nordbank AG
- Berlin-Hannoversche Hypothekenbank AG
- Landesbank Hessen-Thüringen Girozentrale.

Purpose and Term

The Syndicated Loan served to repay early the previous syndicated loan with a term which expired on 20 July 2015, the purpose of which was to finance various properties serving as security. As at 31 December 2015, the market value of the properties serving as security was €998,697,000.00. The term of the Syndicated Loan expires on 30 September 2020.

Repayment

As a rule, annual principal repayments in the amount of €10,000,000.00 or €70,000,000.00 are required to be effected during the term of the loan, resulting in a maximum residual loan amount at the end of the term of €474,100,000.00. The scheduled principal repayments have initially been suspended, however, and would set in in accordance with the schedule below:

- 30 September 2016 / maximum residual loan amount €514,100,000.00
- 28 September 2018 / maximum residual loan amount €494,100,000.00
- 30 September 2019 / maximum residual loan amount €484,100,000.00
- 30 September 2020 / maximum residual loan amount €474,100,000.00

As at 31 December 2015, the outstanding residual loan amount was €470,556,000.00.

Early Repayment and Mandatory Unscheduled Repayments

alstria is in principle entitled to repay the loan in whole or in part at the end of each fixed-interest period, *i.e.* at the end of each quarter. Customary prepayment fees may be charged in this regard. In the event of early repayment after 30 September 2016, there is no obligation to pay prepayment fees.

The loan agreement provides for an obligation to effect a mandatory unscheduled repayment, among other scenarios, in the event of a change of control. A change of control within the meaning of the loan agreement is deemed to have occurred if a person or company directly or indirectly acquires at least 50% of the voting rights in, or a dominant position over, the Company. In the event of a change of control, each lender may terminate and accelerate the portion of the loan granted by it by giving 30 days' notice.

Further mandatory unscheduled repayments will be due for example in the event of property sales or the withdrawal of properties from the security pool. The repayment amounts due are equal to 110% of the partial loan amount allocated to the property.

Interest

The nominal interest rate payable by alstria office REIT-AG on the loan is equal to a percentage rate per annum calculated as the sum of the three month EURIBOR and the nominal spread which is determined by reference to the relevant loan-to-value ratio of the portfolio and ranges from about 155 basis points to about 195 basis points. The nominal spread is reviewed and, if necessary, adjusted effective 31 March of each year. The current margin as at the date of this Prospectus is 155 basis points.

Interest Rate Hedging

The loan agreement provides for interest rate hedging as is customary in the market. In line with the contractual provisions, alstria entered into an interest rate swap which matured in July 2015 for 70% of the outstanding loan amount. An interest cap with a nominal amount of about €381 million and a cap rate of 0.00% p.a. was then agreed for the period until the end of the contractual term.

Security

In order to secure the claims of the finance providers under the loan agreement, customary security arrangements were agreed, such as land charges, assignment of claims under the lease agreements for the properties serving as security, assignment of claims under any property disposals, assignment of claims under insurance contracts and assignment of claims and rights under the interest hedges.

Financial Covenants

The loan agreement provides for various undertakings as are customary for the financing of properties (financial covenants) regarding adherence to certain ratios during the entire contractual term:

- debt service coverage ratio (DSCR)
- loan-to-value ratio
- debt-to-rent ratio (DRR) / ratio of debt to rental income of alstria office REIT-AG.

As at 31 March 2016 no breach of the terms of the loan agreement had occurred.

The loan agreement also provides for representations, negative pledges and covenants, in particular regarding specific information covenants, as well as financial and general operational covenants as are customary for this type of loan agreement, including the submission of annual financial statements as well as corporate and property planning documentation. Operative duties in particular include taking out customary insurance for the properties serving as security, the conduct of asset management by alstria but also the performance of necessary maintenance and repair. The agreement may be terminated, *inter alia*, if alstria office REIT-AG fails to effect payments due or covenants have not been complied with, financial covenants are breached to a certain extent, the loan is not used for the stated purpose or if certain further contractual duties have been breached or representations, conditions or other obligations are not fulfilled or complied with. In addition, the agreement contains customary provisions governing change of control at alstria office REIT-AG and the event that financial obligations exceeding a certain amount which alstria office REIT-AG owes to third parties are not discharged when due or such financial obligations owed to third parties can be accelerated or declared due and payable for cause (*aus wichtigem Grund*) (cross-default clauses).

Financing Arrangements of Deutsche Office

Deutsche Office had financed its two real estate acquisitions (the so-called Herkules and Homer portfolio, respectively) by way of two acquisition loans. On 19 February 2014, the Homer acquisition loan along with the interest accrued was fully repaid out of freely available cash combined with an offset against the Homer Refinancing Loan (as defined below) of €370 million (see the section "*Issuer Related Information – Material Contracts – Financing Arrangements of Deutsche Office – Homer Financing*"). On 20 February 2014, the Herkules acquisition loan was fully paid off by offsetting the Herkules Refinancing Loan (as defined below) of €425 million (see the section "*Issuer Related Information – Material Contracts – Financing Arrangements of Deutsche Office – Herkules Financing*").

Herkules Financing

On 18 December 2013, an agreement was signed with Deutsche Pfandbriefbank AG, Société Générale S.A. and further lenders for a loan in the amount of up to €475,000,000.00 (the "**Herkules Refinancing Loan**"). Borrowers under the Herkules Refinancing Loan are the respective property companies which hold the real estate properties of the Herkules portfolio. In addition, German Acorn PortfolioCo II GmbH as well as the respective holding and management companies act as guarantors.

On 22 February 2016 the Herkules Refinancing Loan with an outstanding notional amount of €332 million was fully paid off using the majority of the proceeds from the Fixed Rate Notes 2015 issuance. In accordance with the Intercompany Loan Agreement between the Company and DO Deutsche Office AG, alstria office REIT-AG advanced the respective funds to DO Deutsche Office AG on 22 February 2016 (see the section "*Issuer Related Information – Material Contracts – Agreements with DO Deutsche Office AG – Intercompany Loan Agreement*").

Homer Financing

On 19 December 2013, an agreement was signed with Landesbank Hessen-Thüringen Girozentrale Anstalt des öffentlichen Rechts and Deutsche Pfandbriefbank AG for a loan in the amount of up to €370,000,000.00 (the "**Homer Refinancing Loan**"). Borrowers under the Homer Refinancing Loan are the respective property companies which hold the real estate properties of the Homer portfolio. In addition, German Acorn PortfolioCo I GmbH is a co-obligated debtor under the Homer Refinancing Loan.

Purpose and Term

The Homer Refinancing Loan serves to refinance the Homer acquisition loan. The Homer Refinancing Loan was drawn down on 19 February 2014. The Homer Refinancing Loan runs until 30 September 2018.

Repayment

The Homer Refinancing Loan is to be repaid in equal instalments at the end of the respective interest period at in general 2.0% p.a. of the initial nominal amount. If properties are sold during the term of the loan, repayments are calculated based on the initially allocated loan amounts of the remaining financed properties. If Deutsche Office's loan to value ratio is below 55%, the yearly repayment rate for the current repayment is reduced to 1.5% p.a. of the initial loan amount. In the event of a breach of a soft covenant (see below) the respective ordinary repayment is increased by up to 1.5% p.a. until all soft covenants are fulfilled again.

If on 30 September 2016, Deutsche Office's loan to value ratio exceeds 55%, the borrowers are obligated to partially repay 2.0% of the total initial nominal loan amount allocated to the financed properties held if Deutsche Office's WAULT is below 4.0 years. If Deutsche Office's WAULT is below 3.5 years, the partial repayment amounts to 5.0%, and if Deutsche Office's WAULT is below 3.0 years, the partial repayment amounts to 8.0%, in each case of the total initial nominal loan amount allocated to the financed properties held.

However, the partial repayment amount is never higher than the amount necessary to achieve a loan to value ratio of 55%.

Mandatory Unscheduled Repayments

In the event of a sale of one or more financed properties or the shares in a borrower prior to the end of the loan term, the partial repayment is made from the net sale proceeds and shall be the higher of 75% of the net sales proceeds and 115% of the partial loan amount allocated to the sold financed property.

In the event of a change of control, the facility agent is entitled to terminate the loan agreement immediately. A change of control is triggered if a person other than Oaktree Capital Group LLC gains control over a borrower or certain group companies of DO Deutsche Office AG. For this purpose, control means that a person, or group of persons acting jointly, directly or indirectly holds more than 50% of the shares and/or voting rights or has the possibility to appoint the majority of the members of the management or the management board, respectively, and/or the company representatives on the supervisory board. In addition, a company is considered as being directly or indirectly controlled by a person if the company is mentioned in the consolidated financial statements of such person in accordance with the accepted accounting principals of its country of incorporation.

The borrowers under the Homer Refinancing Loan have waived their rights with respect to the change of control triggered by the Takeover of DO Deutsche Office AG by alstria office REIT-AG.

Interest and Interest Rate Hedging

The Homer Refinancing Loan has a variable interest rate. The variable interest rate is calculated as the sum of the EURIBOR (generally for three months each) and a margin of 2.0% p.a, whereas the EURIBOR is determined in advance of the respective interest period. If the loan to value ratio is below 55%, the margin is reduced to 1.9% p.a. from that point in time.

The interest rate risk shall be hedged with respect to at least 80% of the outstanding loan amount by way of interest hedging instruments to be concluded with the lending banks. As per 31 December 2015,

the interest rate risk was hedged to around 86% of the outstanding loan amount with two interest rate swaps and two interest rate caps. The term of each of the financial derivatives will end on 30 September 2018.

Security

The Homer Refinancing Loan shall be secured *inter alia* by way of a global certified land charge (*Gesamtbriefgrundschuld*) with an abstract acknowledgment of debt (*abstraktes Schuldanerkenntnis*) as well as a submission to enforcement (personal as well as *in rem*) in enforceable form, land charge purpose declarations, pledges of any balance on bank accounts (except for rent deposits), a global assignment of claims (*inter alia* under lease agreements, insurance contracts, as well as future sale and purchase agreements with respect to shares in companies and interest hedging instruments), as well as a pledge of shares in the borrowers.

Financial Covenants

The financial covenants for the Homer Refinancing Loan comprise a loan to value ratio, a debt service coverage ratio ("**DSCR**") and a gross yield ratio. The gross yield ratio is measured on portfolio as well as group level. The financial covenants are tested on 31 January, 30 April, 31 July, and 31 October for each year. In addition, the financial covenants are tested prior to the first draw down as well as in the event of a sale of a financed property. Thresholds are determined upon which the bank is entitled to terminate the loan for cause (event of default) or upon which the ordinary repayment is increased by up to 1.5% p.a. (soft covenants).

Real Property Sale and Purchase Agreements

The following section lists acquisitions effected in the past three years with a volume of more than €30 million:

Acquisition of a Property in Hamburg, Germany

On 26 November 2015, alstria acquired one property in Hamburg with a net purchase price of €38 million. The transfer of possession and charges took effect on 1 January 2016. As at the date of the transfer of possession and charges, the properties generated annual rental income of €2.3 million. The lettable area amounted to approx. 25,100 sqm with a total vacancy of around 6,500 sqm. The WAULT amounted to 2.5 years.

Acquisition of Whisper portfolio: Elisabethstr. 5-11, Hansaallee 247, Dusseldorf, Germany

On 26 September 2014, alstria acquired two properties in Dusseldorf with a net purchase price of €40.2 million. The transfer of possession and charges took effect on 1 November 2014. As at the date of the transfer of possession and charges, the properties generated annual rental income of €2.1 million. The total portfolio comprises a lettable area of about 17,100 sqm with a vacancy rate of 6,700 sqm as of 1 November 2014, and thus had a corresponding appreciation potential. With a WAULT of about 7.6 years, the acquired portfolio offered an attractive cash flow profile. The acquisition of the portfolio was partly financed by ING Bank AG in an amount of €23.2 million.

The following section lists sales effected in the past three years with a volume of more than €30 million:

Sale of a Property in Munich, Germany

In November 2015, alstria sold a property in Munich with a total lettable area of around 22,200 sqm. The transfer of possession is expected to take place on 31 May 2016. At the time of transfer of benefits and burdens, the property will generate an annual rent of approximately €1.0 million with a WAULT of 2.6 years.

Sale of Immermannhof: Immermannstraße 65, Dusseldorf, Germany

On 15 July 2015, Deutsche Office sold the Immermannhof property in Dusseldorf with a total lettable area of around 22,000 sqm for approx. €60 million. The transfer of possession took effect on 31 August 2015.

Sale of Westend-Ensemble: Ludwig-Erhard-Anlage 2-8, Frankfurt am Main, Germany

On 29 January 2015, Deutsche Office sold the Westend-Ensemble in Frankfurt am Main with usable floor space of around 35,100 sqm for €78.5 million. The transfer of possession took effect on 30 April 2015.

Sale of Hamburger Str. 43-49, Hamburg, Germany

On 2 November 2014, alstria sold a building in Hamburg for €41.7 million. The transfer of possession and charges took effect on 30 November 2014. The building was acquired in late 2006 and in its entirety let to the City of Hamburg. The property generated annual rental income in the amount of approx. €2.6 million under a lease agreement expiring at the end of 2023. The property was financed by ING Bank AG. The transaction triggered a contractual mandatory unscheduled repayment in the amount of €23.2 million.

Sale of a Property in Philipp-Reis-Straße 2, Stuttgart-Fellbach, Germany

On 20 January 2014, Prime Office REIT-AG, a predecessor of DO Deutsche Office AG, sold a building domiciling the Regional Authority for Compensation and Retirement of Baden-Württemberg in Stuttgart-Fellbach with around 19,900 sqm usable floor space for €34.0 million. The transfer of possession took effect on 17 February 2014.

Sale of a Property in Yorckstraße 19-29, Dusseldorf, Germany

A property in Yorckstraße 19-29 in Dusseldorf with around 27,300 sqm usable floor space was sold by a subsidiary of OCM German Real Estate Holding AG, now DO Deutsche Office AG, by way of a share deal pursuant to a sale and purchase agreement dated 12 December 2013 and an amendment agreement dated 17 December 2013 for €62.0 million. Transfer of possession took effect on 1 January 2014.

Sale of SZ-Tower: Hultschiner Straße 8, Munich, Germany

On 21 November 2013, Prime Office REIT-AG, a predecessor of DO Deutsche Office AG, sold the SZ-Tower in Munich with around 62,200 sqm usable floor space for €164.1 million. The transfer of possession took effect on 20 December 2013.

Agreement with Oaktree in Connection with the Takeover Offer

alstria office REIT-AG entered into an agreement with Oaktree regarding the total 109,284,856 Deutsche Office Shares formerly held by Oaktree (corresponding to about 60.54% of the share capital of DO Deutsche Office AG) (the "**Undertaking Agreement**").

Pursuant to the Undertaking Agreement, Oaktree undertook to tender the Deutsche Office Shares held by them less a portion of 5.4% of the respective share capital of DO Deutsche Office AG subject to the further provisions of the Undertaking Agreement. On 8 September 2015, Oaktree tendered 46,839,391 Deutsche Office Shares held by it and on 9 September 2015, Oaktree tendered an additional 52,696,869 Deutsche Office Shares held by it.

In the Undertaking Agreement, alstria office REIT-AG *inter alia* confirmed to Oaktree that the Supervisory Board of alstria office REIT-AG adopted *inter alia* the following resolutions: The Supervisory Board resolved that Oaktree's representative elected by the General Meeting on 23 July 2015 (namely Mr Hermann T. Dambach) is to be elected deputy chairman of the Supervisory Board of alstria office REIT-AG for the period from the effective date of the closing of the Exchange Offer (*i.e.* 27 October 2015) to the end of the General Meeting resolving on the exoneration of the members of the Supervisory Board for the fiscal year 2015. The Supervisory Board of alstria office REIT-AG also resolved to give favorable consideration to the proposal regarding a further representative of Oaktree in the Supervisory Board of the Company if Oaktree's shareholding in the Company exceeds 20% 180 days after closing of the Exchange Offer; in this context, the proposal concerning a further Oaktree representative is to be deemed appropriate if Oaktree has a substantial, long-term business interest in the Company. In this case, deliberations aimed at achieving a favorable result are to be conducted with Oaktree concerning the resignation from office of a second current member of the Supervisory Board and the application for appointment by court of a new Supervisory Board member nominated by Oaktree or

the proposal for the election of a new Supervisory Board member by the General Meeting of the Company.

alstria office REIT-AG intended not to take over 94.6% or more of the Deutsche Office Shares under the Exchange Offer. As DO Deutsche Office AG, in its capacity as a holding company, holds real estate in Germany and shares in limited companies and interests in partnerships owning real estate in Germany, the transfer of Deutsche Office Shares in the context of the Takeover Offer could in principle trigger liability for real estate transfer tax in a substantial amount. A legal transaction under which a legal entity or any of its affiliates directly or indirectly acquires legal or beneficial ownership of at least 95% of the shares in a company owning real estate in Germany or which constitutes a corresponding obligation generally triggers liability for real estate transfer tax. Where a domestic property forms part of the assets of a partnership, real estate transfer tax will also be triggered if, within five years, the partner structure changes such that legal or economic ownership of at least 95% of the interests in the partnership's assets is directly or indirectly transferred to new partners.

Pursuant to the Undertaking Agreement, Oaktree irrevocably undertook to not tender a portion of 5.4% of the share capital of DO Deutsche Office AG outstanding at the time (the "**Remaining Deutsche Office Shares**") into the Exchange Offer as described below. Oaktree is thereby obligated to refrain from transferring legal or beneficial ownership of the Remaining Deutsche Office Shares to a third party or to another shareholder without the consent of alstria office REIT-AG prior to the expiration of a term of five years and one month from closing of the Exchange Offer, *i.e.* the contribution of all tendered Deutsche Office Shares to alstria office REIT-AG, or to effect any such transfer only in accordance with the provisions described below.

DO Deutsche Office AG had indirect subsidiaries in the legal form of limited partnerships (*Kommanditgesellschaften* or KGs). The legal form of such indirect subsidiaries was changed to that of a limited liability company (*Gesellschaft mit beschränkter Haftung*; "**GmbH**") by way of the partners of the indirect subsidiaries, except for the limited partners existing in the legal form of a GmbH, withdrawing from the respective partnerships, as a result of which the assets of the indirect subsidiaries accrued to the remaining limited partners (the "**KG Collapses**"). As a result of the KG Collapses, the subsequent transfer of the remaining 5.4% of the outstanding shares in DO Deutsche Office AG will not trigger GrESt in respect of the properties held by the indirect subsidiaries of DO Deutsche Office AG, provided that no consolidation of shares occurs at the same time at the level of alstria office REIT-AG. A consolidation of shares with respect to the indirect subsidiaries of DO Deutsche Office AG would exist if Remaining Deutsche Office Shares were contributed to alstria office REIT-AG in a volume causing the shareholding of alstria office REIT-AG to amount to at least 95% of the outstanding shares in the share capital of DO Deutsche Office AG. Due to the fact that the Remaining Deutsche Office Shares are retained, however, no consolidation of shares should occur.

alstria office REIT-AG had the right to demand from Oaktree the transfer of the Remaining Deutsche Office Shares, to the extent that the total shareholding of alstria office REIT-AG does not reach 94.6% of the share capital of DO Deutsche Office AG outstanding on the respective date after the acquisition of these Remaining Deutsche Office Shares as a result thereof (the "**Call Option**"). Due to the exercise of the Put Option (as described below) the Call Option no longer exists.

Oaktree had the right to demand from alstria office REIT-AG to take over the Remaining Deutsche Office Shares not previously tendered to the extent that the shareholding of alstria office REIT-AG does not reach 94.6% of the outstanding share capital of DO Deutsche Office AG after the acquisition of such Remaining Deutsche Office Shares (the "**Put Option**" and, together with the Call Option, the "**Option**"). The Put Option is subject to a capital increase resolution being passed by the general meeting of alstria office REIT-AG that allows for the discharge of the Option Consideration (as defined below). Due to the acceptance rate of around 90.6%, the Put Option was valid for around 4.0% of the share capital of DO Deutsche Office AG. On 3 November 2015, Oaktree exercised the Put Option for around 4.0% of the share capital of DO Deutsche Office AG in exchange for newly created shares of alstria office REIT-AG. According to the provisions of the Undertaking Agreement regarding the Option Consideration (as described below), alstria office REIT-AG granted 0.381 newly created shares of alstria office REIT-AG for each 1 (one) Deutsche Office Share. The required capital increase from authorized capital against contribution in kind was registered in the commercial register on 3 November 2015. Oaktree may exercise the Put Option for the residual Remaining Deutsche Office Shares (*i.e.* around 1.4% of the share capital of DO Deutsche Office AG) once restructuring measures have been taken at Deutsche Office

ensuring acquisition of 100% of the share capital of DO Deutsche Office AG without triggering GrESt at the level of the subsidiaries of DO Deutsche Office AG.

The Put Option expires 10 business days from the date Oaktree was notified by alstria office REIT-AG that a General Meeting of DO Deutsche Office AG was called (unless such General Meeting was called by a shareholder other than alstria office REIT-AG) that is to resolve on the merger of DO Deutsche Office AG into alstria office REIT-AG or the conversion of DO Deutsche Office AG into a limited partnership (*Kommanditgesellschaft*) but no earlier than 10 days from the date the conditions for its exercise have been fulfilled and no later than five years and 10 days from the closing of the Exchange Offer.

The consideration for the exercise of an Option consists in alstria Shares corresponding to the alstria Offer Shares (the "**Option Consideration**"). The number of alstria Shares to be granted as Option Consideration is calculated as follows:

If alstria Shares granted as Option Consideration are delivered to Oaktree on a day on which the first price quoted for the alstria Share in XETRA trading on the Frankfurt Stock Exchange is lower than the volume weighted average price of the alstria office REIT-AG share in XETRA trading on the Frankfurt Stock Exchange during the three-month period before 16 June 2015, the exchange ratio for the alstria Shares to be granted as Option Consideration will be equal to the exchange ratio of the Exchange Offer, *i.e.* 0.381 alstria Offer Shares for each Deutsche Office Share. On any other day, the exchange ratio for the alstria Shares to be granted as Option Consideration will be 0.301 alstria Shares for each Deutsche Office Share. In the event of a dividend payment or other measures with a dilutive effect taken by alstria office REIT-AG between the closing of the Exchange Offer and the exercise of the Option, the Option Consideration will be adjusted, *mutatis mutandis*, on substantially the terms stipulated in section 10 of the terms and conditions of the convertible bonds relating to the bond issued by alstria office REIT-AG on 14 June 2013. The terms and conditions of the convertible bonds are available on alstria's website (www.alstria.com under the section *Investors – Convertible bond*). To provide for the event that alstria office REIT-AG and Oaktree fail to reach agreement on such adjustment, Conv-Ex Advisors Limited, 30 Crown Place, London EC2A 4EB, United Kingdom, have been appointed as independent expert to determine the adjustment in such a case.

In the Undertaking Agreement Oaktree undertook not to sell or offer for sale any alstria Offer Shares received by them in excess of a number of 20,818,765 alstria Offer Shares (the "**Free alstria Offer Shares**") before the expiry of 180 days after closing of the Takeover Offer. This lock-up provision does not apply to a transfer to affiliated companies (*verbundene Unternehmen*) of Oaktree within the meaning of sections 15 *et seq.* AktG or to shareholders of Oaktree or their affiliated companies (*verbundene Unternehmen*) within the meaning of sections 15 *et seq.* AktG, provided that the recipient of the Deutsche Office Shares has also undertaken to comply with the lock-up provision and Oaktree accepts joint liability together with the recipient for the latter's compliance with the lock-up provision. A sale is also possible with the consent of alstria office REIT-AG. Oaktree may sell the beneficial ownership of the Free alstria Offer Shares to a third party even prior to their acquisition *in rem* by way of a forward sale or other financial derivative.

Agreements with DO Deutsche Office AG

Intercompany Loan Agreement

On 14 December 2015, alstria office REIT-AG entered into an agreement with DO Deutsche Office AG regarding a term loan facility granted to DO Deutsche Office AG (the "**Intercompany Loan Agreement**"). Pursuant to the Intercompany Loan Agreement, alstria office REIT-AG makes a total loan amount of up to €500 million available to DO Deutsche Office AG in one or more advances upon receipt of a respective utilization request from DO Deutsche Office AG. The loan amount shall be used to replace existing bank liabilities of DO Deutsche Office AG. As of the date of this Prospectus, an amount of around €483 million has been advanced to DO Deutsche Office AG under the Intercompany Loan Agreement.

The Intercompany Loan Agreement has an initial term of six years and carries interest at a rate of 2.5% p.a. DO Deutsche Office AG has the option to extend the term for an additional two years. DO Deutsche Office AG must repay the loan amount in monthly instalments equal to 1% p.a. of the aggregate outstanding principal loan amount. In addition, in the event of the disposal of properties which were

refinanced by way of the Intercompany Loan Agreement, DO Deutsche Office AG must apply an amount equal to 75% of the purchase price for such property in prepayment of the total loan amount.

Subject to certain exceptions under the Intercompany Loan Agreement, DO Deutsche Office AG shall not create or allow to be created or subsist any security interest in respect of the refinanced properties. DO Deutsche Office AG may only dispose of refinanced properties if (i) on the date on which such disposal is contracted DO Deutsche Office AG is not in default, and (ii) the disposal is on arm's length terms.

In the event of a default, the interest rate increases by an additional 1% p.a. and alstria office REIT-AG may declare that all or part of the loan amount, together with accrued interest, be immediately due and payable. DO Deutsche Office AG is in default if it (i) fails to make any payments required and such failure continues for three business days following such payment date, (ii) is dissolved or liquidated, becomes insolvent or unable to pay its debts as they become due, or institutes or has instituted insolvency or similar proceedings, (iii) creates or permits to subsist any security interest over a refinanced property, or (iv) disposes of a property without being permitted to do so under the terms of the Intercompany Loan Agreement.

Service Agreement

On 16 December 2015, alstria office REIT-AG entered into an agreement with DO Deutsche Office AG and its subsidiaries holding real estate properties regarding certain services to be rendered by alstria office REIT-AG (the "**Service Agreement**"). The services rendered by alstria office REIT-AG pursuant to the Service Agreement include certain asset management, transactional, IT, human resources, treasury and controlling as well as accounting services.

The Service Agreement has an unlimited term and can be terminated by each party giving at least three months notice to the end of every six months of a calendar year (*i.e.* 30 June or 31 December). In addition, each party can terminate the Service Agreement for cause, such as in the event of insolvency proceedings, termination of business operations, payment default, or a change of control with respect to DO Deutsche Office AG.

Reorganization Agreement

On 18 September 2015, alstria office REIT-AG entered into an agreement with DO Deutsche Office AG regarding the reorganization of Deutsche Office (the "**Reorganization Agreement**"). Pursuant to the Reorganization Agreement, DO Deutsche Office AG shall use its reasonable best efforts to carry out and implement that (i) limited partnerships of DO Deutsche Office AG sell their real estate property to their respective limited partner by way of an asset deal (*Einzelrechtsübertragung*) with a tax effective date for the sale and transfer of the beneficial ownership (*Übergang des wirtschaftlichen Eigentums*) on 30 September 2015 24:00 CET and (ii) a partial business year (*Rumpfgeschäftsjahr*) ending on 30 September 2015 24:00 CET for each of the limited partnerships, all limited partners and the direct shareholders of the limited partnerships as well as for four limited liability companies being effective for legal and tax purposes prior to 30 September 2015 is implemented, and (iii) each of the limited partnerships collapses to their limited partner as of 1 October 2015 00:00 CET (the obligations set forth under (i), (ii), and (iii) the "**Reorganization**"). The Reorganization has meanwhile been implemented.

The Company shall, subject to certain conditions, indemnify DO Deutsche Office AG and its affiliates within the meaning of section 15 AktG (other than Deutsche Office Shareholders) from any taxes and ancillary charges within the meaning of section 3 paras. 1 through 4 of the German Fiscal Code (*Abgabenordnung; AO*) and irrespective of whether owed as a primary liability or as a secondary liability (*Haftungsschuld*) other than real estate transfer taxes, deferred taxes (*latente Steuern*) as well as consequences for tax loss carryforwards (the "**Taxes**"), which are imposed on any of the limited partnerships, its direct partners, or the fiscal parents of such direct partners, if and to the extent such Taxes result from the Reorganization or parts thereof (the "**Reorganization Taxes**"). The Company shall not be liable for any Reorganization Taxes, *inter alia*, if and to the extent they correspond to any Tax refund, Tax advantage or Tax benefit of Deutsche Office calculated as stipulated in the Reorganization Agreement. The tax load shall be considered for a maximum amount of €12 million. Any tax benefits DO Deutsche Office AG and its affiliates within the meaning of section 15 AktG receive from the Reorganization are to be offset.

The Company will reimburse DO Deutsche Office AG for all external fees, costs and expenses incurred in the course of the Reorganization or parts thereof, up to an aggregate maximum amount of €300,000.00, except to the extent these fees, costs or expenses are unreasonable.

Regulatory Environment

alstria's use of its property is subject to a number of laws and regulations on the national level and on the level of the Federal States and municipalities. Such laws and regulations relate to both public and private law, for instance they include provisions on land-use planning and on issues relating to building security and protection of neighbors, as well as health and the environment. In addition, alstria is subject to acts and regulations under tenancy and leasing law (Miet- und Pachtrecht). This section will provide an overview of selected provisions.

Civil Law

General Provisions under Civil Law

Generally, in the course of alstria's business activities, e.g. the acquisition or disposal of properties, the appointment of third parties for the construction or refurbishment of buildings and the letting of properties to third parties, the provisions of German law apply, particularly of the German Civil Code (*Bürgerliches Gesetzbuch*; "**BGB**") as well as special laws that have been enacted.

Restrictions under German Tenancy Law

As one of alstria's main business activities is the letting of its properties to third parties, alstria is particularly bound to the restrictions set forth in German commercial tenancy law. Generally, the restrictions for commercial lease agreements, which by far form the main part of alstria's lease agreements (see the section "*Business – Overview of the Portfolio – Regions and Tenants*") are less strict than the restrictions for private lease agreements. However, certain restrictions exist, which comprise, *inter alia*:

Written Form

As a general rule in German tenancy law, lease agreements that provide for a term of more than one year must be concluded in written form. The requirements to comply with the written form have been specified by comprehensive case law. However, in the event of an infringement of the requirement for the written form the respective lease agreement is not invalid. Rather, it is deemed to have been concluded for an indefinite period with the consequence that it can be terminated at the earliest at the end of one year after handover of the leased property to the tenant subject to the statutory notice period (*i.e.* six months to the end of the quarter minus three days in the case of lease agreements for commercial premises). Against the background of the case law enacted in recent years on the formal invalidity of lease agreements, there is a risk that lease agreements that were originally compliant with the written form no longer satisfy the requirements currently applicable and - regardless of the agreed fixed term - can be terminated at short notice (see also the section "*Risk Factors – A. Risks Relating to the Issuer – Legal Risks – alstria's tenants could attempt to prematurely terminate their lease agreements based upon strict formal requirements under German law for long-term leases which could lead to a reduction or loss of rental income.*").

Operating Costs

In the area of the operating costs of commercial tenancies, virtually all the ongoing costs of the property accruing to the landlord can generally be allocated to the tenants. A restriction exists firstly for the costs of maintenance to the roof and structures, which cannot be allocated in agreements that are subject to the provisions regarding general terms and conditions, and secondly for the costs of the maintenance of common areas located in the let property. In the event that the latter is set forth in general terms and conditions of the respective lease agreement (or that the lease agreement constitutes general terms and conditions itself), case law requires a contractual restriction of the amount to be allocated. Beyond that, no trend can currently be recognized to the effect that case law will impose further restrictions in this regard.

Cosmetic Repairs, Final Decorative Repairs

Responsibility for the maintenance and repair of let properties may generally be transferred to the tenants in commercial lease agreements. However, wherever the passing over of such responsibility is contained in general terms and conditions of the agreement (or that the lease agreement constitutes general terms and conditions itself), such terms are only valid if the tenant is not otherwise unfairly disadvantaged by them.

A trend in the case law of the German Federal Court of Justice (*Bundesgerichtshof*) is recognizable to the effect that restrictions originally developed for residential tenancy law are increasingly being transferred to commercial tenancies. This may result in provisions contained in commercial lease agreements for cosmetic repairs and final decorative repair obligations, but also for maintenance no longer being enforceable against tenants in the future under certain circumstance and the costs of follow-up refurbishment or possibly also ongoing maintenance having to be borne by the landlord. The same could apply to measures carried out by tenants if they claim back refurbishment costs paid by them based on a future adjustment of case law.

Regulations on Energy Saving

As a further point, the legislation on energy saving in buildings – for instance in the EnEV – could change in the future. As of 1 May 2014, each potential buyer or tenant must be presented an energy certificate (*Energieausweis*) disclosing the property's energy efficiency prior to the conclusion of a sale and purchase or new lease agreement pursuant to the EnEV. The energy certificate must be handed over during the first viewing of the property at the latest. Should no inspection of the property take place and the energy certificate not be requested by the other party, the energy certificate must be handed over immediately after the conclusion of the respective sale and purchase or lease agreement. Additionally, in case the landlord or seller advertises the property in commercial media, the energy performance indicator reported in the existing energy certificate for the advertised property must be disclosed. An energy certificate is generally valid for ten years. The EnEV also requires structural retrofitting designed to improve the energy efficiency. Among these obligations are the insulation of top story ceilings, the replacement of certain types of heating systems and the insulation of heat conducting systems and hot-water pipes. Any non-compliance with the regulations of the EnEV is punishable by a fine. It is to be expected that the EnEV and comparable regulations will be modified further and place increasing requirements on energy consumption by buildings, particularly in the case of new buildings and modernizations. This situation is already taken into account in long term planning, so that significant changes are not expected as a result of any tightening of the legal framework.

The German Renewable Energies Heat Act (*Erneuerbare-Energien-Wärmegesetz*) is aimed at reducing the primary energy demand (*Primärenergiebedarf*) in Germany. The Act requires that part of the heat energy demand in newly constructed buildings must be covered with renewable energies.

Encroachments (Überbau)

In some cases, buildings owned by alstria encroach upon neighboring properties. Under German civil law, the legal consequences of an encroachment depend on whether such an encroachment has been undertaken intentionally or grossly negligently or neither intentionally nor grossly negligently. In the case of an intentional or grossly negligent encroachment, an affected neighbor is generally not obligated to tolerate such encroachment. In such case the neighbor can demand the demolition of the part of the building encroaching upon his property and is entitled to compensation for losses resulting from the encroachment. In addition, the neighbor becomes the legal owner of the part of the building that is encroaching upon his property and can therefore demand from the owner of the encroaching building the pro-rata benefits earned by using or letting the building. If the encroachment was not undertaken intentionally or as a result of gross negligence, the owner of the neighboring property is obligated to tolerate the encroachment unless he promptly (*unverzüglich*) objected to it. However, as compensation, the neighbor is entitled to a yearly rent. In isolated cases alstria is paying such yearly rents to neighbors whose properties are affected by such encroachments.

Public Law

Land-use Planning by Municipalities

In Germany, municipalities may determine in the context of land-use planning how the areas in their municipal territory are to be used. For this purpose, the German Building Code (*Baugesetzbuch*) provides for the instruments of the zoning plan (*Flächennutzungsplan*) and the development plan (*Bebauungsplan*). Zoning plans and development plans are to be established where necessary for urban development and order.

Depending on the requirements, municipalities may therefore establish a zoning plan that broadly outlines the nature of the land use for the entire municipal territory based on the intended urban development and likely needs of the municipality. The zoning plan may for example restrict the use of land to special types of use and may earmark land for utility facilities or for precautionary measures against hazardous effects on the environment. The zoning plan neither creates nor affects any individual rights.

In a second step, the municipality may specify in binding form the land use in individual parts of the municipal territory by way of development plans. The development plans must take into account the applicable zoning plans. For example, development plans may include restrictions with respect to the types and dimensions of building use, the areas in which buildings may be erected or the size of building plots. A development plan may also designate land as being reserved for public purposes or social housing, as well as traffic areas or as spaces to be kept free of buildings.

Although municipal planning authorities have a considerable amount of discretion (*Ermessensspielraum*) in exercising their planning competence, they are obligated to take into account private interests in their assessment and are required by law to pursue a number of objectives the most important of which include sustainable urban development and the protection of natural resources.

Where no development plan exists, the question whether a building project is permissible depends on whether the building project should be realized within or outside urban areas. In the first case, the permissibility basically depends on the building project's compatibility with the existing buildings in the vicinity and their specific use. Outside urban areas, projects are only permissible subject to very narrowly-defined requirements which are generally not met by buildings designated for office use.

Building Law Regulations

The building-law regulations of the German Federal States are very extensive and contain numerous provisions, *e.g.* in respect of permissible building products, proper workmanship, stability, parking spaces, heating and ventilation, fire safety, means of evacuation and escape in case of emergency, noise abatement and requirements for buildings that are suited to the needs of the disabled.

Protection of Existing Buildings

Owners of buildings which have been constructed and are used in line with a non-appealable (*bestandskräftig*) building permit in principle enjoy constitutional protection of property with respect to such buildings. This means that the building supervisory authority must, as a rule, tolerate the respective existing building and its use, even where the building permit is unlawful or where, following the granting of the permit, the circumstances in terms of planning law or the legal situation in general have changed.

Nevertheless, as an exception to this general rule, the competent authority may demand alterations to protected existing buildings on grounds of safety or health risks from a property. Although the mere fact that a building does not comply with prevailing regulations does not constitute sufficient grounds for such action, the occurrence of concrete safety or health risks with respect to users of the building or the general public, however, allows the competent authority to demand immediate action from the owner. Relevant risks in this regard include fire risks, risks of collapse and health risks from injurious building materials such as asbestos. To the knowledge of the Company's management, there are at the moment no official orders demanding any alterations to existing buildings owned by alstria. Nevertheless, some of the materials used for the construction of some of alstria's buildings contain substances, *e.g.* asbestos, which need special treatment in the event of refurbishments.

The protection of existing buildings does not cover any alterations to such buildings or changes in type of use. In such cases, a new building permit is generally required which must take into account the current circumstances in terms of planning law and current building-law provisions. The conversion of office or retail space into residential space or vice versa generally requires a construction permit.

Monument Protection

In Germany, the protection of historic monuments is provided for in the monument protection laws of the Federal States. Monument protection extends not only to buildings that are monuments, but also to buildings that are part of a so-called monument area or ensemble (*Denkmalbereich* or *Ensemble*), without being monuments themselves.

Some buildings owned by Austria are subject to monument protection. The owner of a building subject to monument protection is obligated to preserve the building using reasonable efforts. Partial or total demolition or any change in the appearance of a protected building generally require the consent of the authority for protection of monuments. In some Federal States, such consent is also required for any change of the building's purpose. In particular, changes to the room layout of a building or space allocation may be prohibited even if the layout or allocation in question does not meet contemporary market requirements.

In some Federal States, the owner of a building subject to monument protection is in addition required to notify the competent authority of an intended sale of the property. In some Federal States, the municipality has a pre-emption right *inter alia* with respect to protected buildings.

In some Federal States, a building is only deemed a monument if specified in a list of monuments; in other States, an entry in such a list does not have constitutive effect. Apart from the buildings already listed as monuments, several other buildings owned by Austria are considered eligible for listing as monuments by the relevant authority for protection of monuments, an official listing, however, is still pending. A formal listing of additional buildings is likely to occur in the future.

Buildings may also be subject to restrictions under monument protection laws if located in the vicinity of a monument (the "protection of surrounding areas (*Umgebungsschutz*)"). In this case, any alterations to buildings in the vicinity of a monument are, as a rule, subject to authorization if suited to impair the appearance of the monument.

Improvement and Development Charges and Connection to the Sewer System

Municipalities levy development charges (*Erschließungsbeiträge*) for the provision of infrastructure and the first connection to infrastructure facilities, *e.g.* roads. These charges will be levied as one-off payments following completion of the infrastructure facilities and must not be levied repeatedly. In the event of subsequent measures, such as the extension or improvement of infrastructure facilities, municipalities levy improvement charges (*Ausbaubeiträge*). Improvement charges may be levied repeatedly, *e.g.* each time after an expansion, improvement or reconstruction is carried out.

In principle, the charges for the expansion and provision of infrastructure are imposed on the property owners whose properties are developed by means of these infrastructure facilities or who benefit from the expansion or improvement of their properties. As a rule, these are the adjacent owners. In deviation from this rule, however, some state laws provide that the municipalities may introduce so-called recurring road charges (*wiederkehrende Straßenbeiträge*). In this case, the municipal territory is usually divided into sub-districts. Then, it is not only the adjacent owners affected by the infrastructure facility, but all property owners in the respective sub-district who come under the obligation to make contributions; this is intended to evenly distribute the costs among those who enjoy the benefit of being able to use a traffic facility in that particular sub-district. These contributions are generally charged annually. Corresponding provisions apply for instance in the Federal States of Hesse, Rhineland-Palatinate and Thuringia.

On the basis of municipal statutes, municipalities may also levy charges for the connection to the sewer network, *i.e.* charges for connecting buildings and properties to waste water disposal or utility lines and for expanding and modifying such lines.

Public Easements

According to the building codes (*Bauordnungen*) of the German Federal States, with the exception of Bavaria and Brandenburg, owners of properties may be obligated by public easement (*Baulast*) to perform, tolerate or refrain from certain acts relating to their property. Public easements ensure compliance with public-law provisions. For example, public easements ensure adherence to the minimum spacing prescribed by law. They are entered in the register of public easements (*Baulastenverzeichnis*) and are also binding on any legal successors. Public easements only expire if the building supervisory authority issues a written waiver that is to be recorded in the register of public easements, and they may limit the use of properties. Public easements may in particular restrict future changes to the type of use of the property and may thus impair the property value.

Special Urban Construction Law

With the instruments of special urban construction law (*Besonderes Städtebaurecht*) municipalities may counteract deficits or promote certain developments in urban construction. The instruments of special urban construction law include, for example, the designation of refurbishment areas (*Sanierungsgebiete*), conservation (*Erhaltungsgebiete*) areas or development areas (*Entwicklungsgebiete*). Properties in areas to which special urban construction law applies may be subject to certain restrictions. In particular the following acts may require the municipality's approval: (i) the construction, alteration and change of use of structural facilities; (ii) the conclusion or extension of agreements on the use or the utilization of a property for a definite period of more than one year (*e.g.* lease agreements); (iii) the disposal of a property; or (iv) the creation of a right encumbering the property (*e.g.* mortgage). In areas to which special urban construction law applies the municipality may also have a pre-emption right when the property is sold. In addition, the property owners may have to make financial contributions to certain measures. Some of the buildings owned by Austria are situated in areas to which special urban construction law applies.

Contamination and Harmful Soil Alterations

Where a property is affected by existing contamination (*Altlasten*) and/or harmful soil alterations (*schädliche Bodenveränderungen*), various measures such as investigation, containment or remediation measures can become necessary. The competent Soil Conservation Agency (*Bodenschutzbehörde*) may order these measures in accordance with the German Federal Soil Protection Act (*Bundes-Bodenschutzgesetz*). Such an order may be addressed in particular to the perpetrator of the contamination, its legal successor, the current owner of the contaminated property and the party in actual control of the property (*e.g.* a tenant or the beneficiary of a hereditary building right). In addition, the previous owner of the relevant property may be held liable if the title was transferred after 1 March 1999 and the previous owner was aware of or must have been aware of the contamination. The decision which of these parties is to be held liable is made at the discretion of the authority. When making its decision, the authority will generally consider which of the parties is likely to be most effective with the remediation of the existing contamination or harmful soil alteration. The party held liable by the authority may have a claim for indemnification against the other responsible parties. Unless no contractual arrangements provide otherwise, the indemnification obligation and amount depend on the extent to which the threat or damage is attributable to the respective parties. The liability is not based on fault, *i.e.* the competent authority has to prove neither negligence nor intent on the part of the parties held liable.

To the knowledge of the management of Austria, there are currently no official orders regarding material remediation of any existing soil or groundwater contamination. However, with respect to certain properties, indications for soil and groundwater contamination exist or soil and groundwater contamination have already been discovered or remediated. The management of Austria, however, is not currently aware of any immediate material action that is required in this regard.

Contamination in Buildings

In particular in older buildings, building materials may contain various hazardous substances such as asbestos, polychlorinated biphenyl ("**PCB**"), pentachlorophenol ("**PCP**"), dichlorodiphenyltrichloroethane ("**DDT**") and lindane.

Where buildings contain asbestos, a remediation may be required under certain circumstances. According to the asbestos regulations (*Asbest-Richtlinien*) of the German Federal States, a remediation

obligation depends on the presence of a health threat. In this respect, a distinction must be made between friable asbestos, which is capable of releasing asbestos fibers in the air as it ages or is broken, and non-friable asbestos, from which asbestos fibers are usually not released. The latter only poses a limited risk to health. For this reason, except in the event of structural alterations, there is generally no obligation to remove non-friable asbestos. Friable asbestos, however, entails a higher risk. It is generally found in construction materials that provide fire safety, noise abatement, moisture protection, heat insulation and thermal protection. The asbestos regulations of the Federal States set out criteria for assessing the urgency of remediation. Under certain circumstances, removal and replacement of hazardous substances contained in building materials may be required. In the event of a contamination with asbestos, tenants may have a right to rent reduction. Furthermore, tenants may claim compensation if the defect was already present at the time the lease agreement was concluded. Also, personal injuries may be asserted if the contamination is severe or poses a health risk.

The existence of PCB, DDT, PCP and lindane in buildings may under certain circumstances entitle the tenant to reduce the rent or assert personal injuries. Moreover, remediation measures may be required where PCB, DDT, PCP or lindane concentrations exceed certain thresholds.

Some of the materials used for the construction of some of Austria's buildings contain such hazardous substances, including asbestos. In case of future construction activities or future damage to materials that contain hazardous substances (such as asbestos), special health and safety measures could apply to the removal of such materials; Austria's management is not aware of any current obligation to remove or replace building materials in existing buildings. However, the replacement and disposal of materials containing hazardous substances could entail significant costs and expenses.

Refrigerants in Air Conditioning Equipment

In the European Union, refrigerants used in air conditioning equipment are subject to numerous regulations. For example, under Regulation (EC) No 1005/2009 the use of certain fluorocarbons for the maintenance or servicing of existing refrigeration and air conditioning equipment has been prohibited since 1 January 2015. For this reason, equipment in which these refrigerants (e.g. the widely used refrigerant R22) are used must be retrofitted or replaced as soon as maintenance and servicing work require a refill of the refrigerant. In addition, Regulation (EC) No 517/2014 on fluorinated greenhouse gases requires a gradual reduction of the quantities of certain fluorinated greenhouse gases that can be placed on the European Union market. In the long run, this will lead to a shortage of these gases which may require the air conditioning equipment using these gases (e.g. the refrigerant R410a) to be retrofitted or replaced.

Maintaining Waste Water Systems

The German Water Resources Act (*Wasserhaushaltsgesetz*) provides that all waste water systems may only be installed, operated and maintained in keeping with the generally accepted standards of technology. For real estate owners this means, for example, that they have to monitor the condition, functionality, servicing and operation of the waste water system as well as the type and quantity of waste water and the substances contained therein. Tests are performed at intervals that are stipulated in the provisions of the individual German Federal States and may also depend on whether the property in question is located in a water conservation area. Should defects be detected, the property owners must repair the waste water system. The German Water Resources Act authorizes the Federal Government to issue a legal ordinance, with the approval of the German Bundesrat, in which the above-mentioned duties in respect of waste water systems are stipulated. On 3 January 2012, the Federal Government stated that no specific date was envisaged on which the legal ordinance will be issued. Until the relevant legal ordinance is issued, the Federal States are free to issue their own ordinances as regards these duties.

Legionella Testing

Pursuant to the German Federal Drinking Water Ordinance (*Trinkwasserverordnung*), the owners of specified centralized heated drinking water supply facilities for commercial use are required to test the drinking water for legionella by no later than 31 December 2013 and to repeat the test every three years.

German Law on Property Purchases

Any property purchase in Germany is principally liable to GrESt. The payable GrESt currently amounts to 3.5% to 6.5% of the purchase price. Although the legal framework of the real estate transfer tax is provided for in the GrEStG, the GrESt rate is determined at the level of the Federal States.

Under the GrEStG, each acquisition of a share of at least 95% in a company owning real estate in Germany is subject to GrESt. Prior to 6 June 2013, the situation was different and it was possible to avoid GrESt by way of a share deal, by only acquiring 94.9% of the shares in a company owning real estate and up to 94.9% of the shares in an intermediate company holding the remaining 5.1% of the shares in the company owning real estate. As a result, the acquirer factually held all shares in a company owning real estate without becoming liable to GrESt.

By resolution dated 6 June 2013, the German Bundestag adopted the Mutual Assistance Directive Implementation Act (*Amtshilferichtlinie-Umsetzungsgesetz*) for the implementation of the EU Mutual Assistance Directive. Accordingly, GrESt will also be triggered where an acquisition or transaction results in a company acquiring an economic participation of at least 95% in a company that, either (partially) directly or (partially) indirectly, owns real estate in Germany. The economic participation equals the sum of direct or indirect participations in the equity or assets of the respective company as the effective total assets, taking into account any direct or indirect participations (effective ownership).

German Investment Code

According to a draft interpretive note of BaFin regarding the scope of application of the KAGB and the meaning of the term "investment fund" published on 28 March 2013, all G-REITs should initially be qualified as "alternative investment funds" ("AIFs"). In the version of its interpretive note published on 14 June 2013, however, BaFin changed its opinion and declared that it could only be determined for each individual case if a G-REIT is an AIF. This interpretation has been retained in the subsequent updates of the interpretive note.

According to section 2 para.1 no. 1 KAGB the KAGB is not applicable to holding companies, which (i) hold interest in one or more other companies, whose corporate purpose is to pursue a business strategy, through their subsidiaries, affiliated companies or interests in other companies, to promote the long-term value of the subsidiaries, affiliated companies and interests in other companies and (ii) are acting for their own account and whose shares are admitted to trading on an organized market within the meaning of section 2 para. 5 WpHG within the European Union or in a state that is a contracting party to the Treaty on the European Economic Area. By letter dated 18 September 2013, BaFin confirmed towards alstria office REIT-AG that the abovementioned "exemption for holding companies" according to section 2 para. 1 no. 1 KAGB is applicable to alstria office REIT-AG, thus the Company does not fall within the scope of the KAGB and therefore does not qualify as an AIF. BaFin's subsequent updates of the interpretive note should have no effect on the confirmation by BaFin.

Legal Disputes

alstria is not and, during the twelve month period preceding the date of this Prospectus, has not been, party to any governmental, legal or arbitration proceeding (including any proceedings pending or threatened of which the Company is aware) which may have, or have had in the recent past, significant effects on the Company and / or alstria's financial position or profitability.

However, alstria is party to claims, investigations and other legal proceedings that arise in the ordinary course of its business. alstria is involved in numerous contractual relationships with its tenants, with contractors and subcontractors, and other parties. These relationships expose alstria to the risk of the assertion of numerous claims. These claims may for instance include claims for proper maintenance of premises that have been leased by alstria or for timely delivery of parts or equipment, construction claims or warranty claims.

DO Deutsche Office AG is party to an appraisal rights proceeding (*Spruchverfahren*). Some shareholders of Prime Office REIT-AG, which was dissolved due to the merger with DO Deutsche Office AG, have taken the view that the exchange ratio set for former Prime Office REIT-AG shares to shares of DO Deutsche Office AG was too low at their expense. Following the effectiveness of the merger in January 2014, they filed an application for appraisal rights proceedings with the Regional Court of

Munich in order to have the fairness of the exchange ratio reviewed. In August 2015, the District Court of Munich fully rejected the applications of Prime Office REIT-AG's former shareholders for an additional cash payment; the costs of the proceedings have to be borne by DO Deutsche Office AG. However, certain applicants appealed the court decision by lodging a respective complaint with the competent appeals court.

In the event that the court rules in a final decision that the exchange ratio has to be improved by means of a cash payment to be made by DO Deutsche Office AG, such a decision will be effective for and against all former shareholders of Prime Office REIT-AG in accordance with section 13 of the German Appraisal Rights Proceedings Act (*Spruchverfahrensgesetz*). This means that the additional cash payment determined by the court will also be paid to shareholders who have not filed an application in the appraisal rights proceeding. As of the date of the merger notice published by DO Deutsche Office AG in the commercial register, the additional cash payment will have to be made with an annual interest of five percentage points above the base lending rate effective at that time. This right to an additional payment of an unlimited amount with interest, which in itself may be substantial due to the potential length of the proceedings and the level of the statutory interest rate, might result in a significant financial burden and hence have a considerable adverse impact on the net assets, financial position and results from operations of DO Deutsche Office AG.

General Information about the Company and alstria

History and Development of the Company

alstria office REIT-AG was incorporated on 20 January 2006 as a German limited liability company (*Gesellschaft mit beschränkter Haftung; GmbH*) under the name "Verwaltung Alstria Erste Hamburgische Grundbesitz GmbH". On 5 October 2006, the general meeting of the shareholders (*Gesellschafterversammlung*) resolved upon the conversion of the Company into a German stock corporation (*Aktiengesellschaft; AG*) and the change of the Company's name to Alstria Office AG. On 17 November 2006 the conversion and the change of name were entered into the Company's commercial register and thus became effective. On 28 March 2007, the extraordinary general meeting of the shareholders (*außerordentliche Hauptversammlung*) resolved to amend the Company's Articles of Association in order to enable the Company to obtain the status of a REIT pursuant to the REITG. On 11 October 2007, the Company was registered in the commercial register as a REIT-AG with retroactive effect as of 1 January 2007, and the Company's name was changed to alstria office REIT-AG.

alstria office REIT-AG is a REIT-AG under German law. The Company is registered in the commercial register of the Local Court of Hamburg under registration number HRB 99204 with its registered seat in Hamburg and its business address at Bäckerbreitergang 75, D-20355 Hamburg, Germany. Its telephone number is +49-(0)40-226341300.

The fiscal year of the Company is the calendar year and thus ends on 31 December of each calendar year. The Company is established for an indefinite period of time (section 3 para. 2 of the Company's Articles of Association).

The legal name of the Company is alstria office REIT-AG. The commercial name of the Company is "alstria".

alstria's Organizational Structure and its Dependency within the Group

alstria office REIT-AG operates as the holding company of alstria, which operates exclusively in Germany.

After several changes in recent years and the Takeover of Deutsche Office, the Company currently directly and indirectly holds ownership interests and voting power (in the amount as stated below) in the following subsidiaries:

- alstria Gänsemarkt Drehbahn GP GmbH, Hamburg (100%);
- alstria office Gänsemarkt Drehbahn GmbH & Co. KG, Hamburg (100%);
- alstria Englische Planke GP GmbH, Hamburg (100%);

- alstria office Englische Planke GmbH & Co. KG, Hamburg (100%);
- alstria Mannheim/Wiesbaden GP GmbH, Hamburg (100%);
- alstria office Mannheim/Wiesbaden GmbH & Co. KG, Hamburg (100%);
- alstria Halberstädter Straße GP GmbH, Hamburg (100%);
- alstria office Halberstädter Straße GmbH & Co. KG, Hamburg (100%);
- alstria Hamburger Straße 43 GP GmbH, Hamburg (100%);
- alstria office Hamburger Straße 43 GmbH & Co. KG, Hamburg (100%);
- alstria Portfolio 1 GP GmbH, Hamburg (100%);
- alstria office Insterburger Straße GmbH & Co. KG, Hamburg (100%);
- alstria Bamlerstraße GP GmbH, Hamburg (100%);
- alstria office Bamlerstraße GmbH & Co. KG, Hamburg (100%);
- alstria Ludwig-Erhard-Straße GP GmbH, Hamburg (100%);
- alstria office Ludwig-Erhard-Straße GmbH & Co. KG, Hamburg (100%);
- alstria Steinstraße 5 GP GmbH, Hamburg (100%);
- alstria office Steinstraße 5 GmbH & Co. KG, Hamburg (100%);
- alstria solutions GmbH, Hamburg (100%);
- beehive GmbH & Co. KG, Hamburg (100%);
- Alte Post General Partner GmbH i.L., Oststeinbek (49%)¹;
- DO Deutsche Office AG, Cologne (approximately 94.6%) and its following subsidiaries:
 - German Acorn PortfolioCo I GmbH, Cologne (100%) and its following subsidiaries (such subsidiaries the "**Homer Portfolio Companies**"):
 - GA Objekt 2001 Beteiligungs GmbH, Cologne (100%);
 - GA Objekt 2003 Beteiligungs GmbH, Cologne (100%);
 - GA Objekt 2005 Beteiligungs GmbH, Cologne (100%);
 - GA Objekt 2007 Beteiligungs GmbH, Cologne (100%);
 - GA Objekt 2008 Beteiligungs GmbH, Cologne (100%);
 - GA Objekt 2009 Beteiligungs GmbH, Cologne (100%);

¹ alstria used to hold a 49% interest in the joint venture Alstria VII. Hamburgische Grundbesitz GmbH & Co. KG, Oststeinbek, through which it also held an interest of 49% in its associated personal liable shareholder (*persönlich haftender Gesellschafter*) Alte Post General Partner GmbH. The joint venture no longer held any real estate and Alstria VII. Hamburgische Grundbesitz GmbH & Co. KG was terminated as per 30 December 2015. The legal successor of Alstria VII. Hamburgische Grundbesitz GmbH & Co. KG, Alte Post General Partner GmbH, is in the process of liquidation.

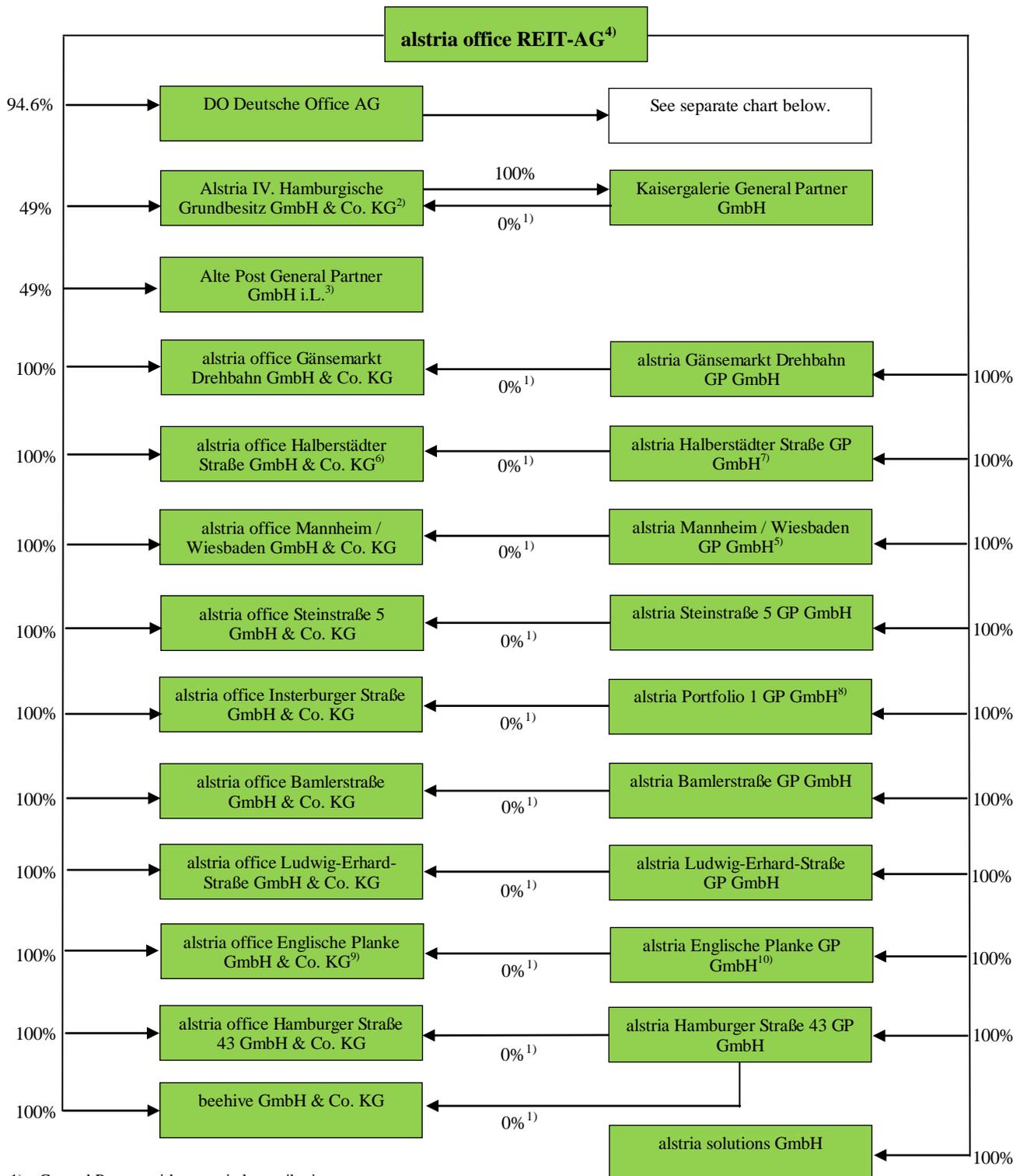
- GA Objekt 2010 Beteiligungs GmbH, Cologne (100%);
- GA Objekt 2011 Beteiligungs GmbH, Cologne (100%);
- GA Objekt 2012 Beteiligungs GmbH, Cologne (100%);
- GA Regionen PortfolioCo I GmbH, Cologne (100%);
- GA Fixtures and Facility Management PortfolioCo I GmbH, Cologne (100%);
- German Acorn PortfolioCo II GmbH, Cologne (100%) and its following subsidiaries (such subsidiaries the "**Herkules Portfolio Companies**"):
 - GA Region Mitte GmbH, Cologne (100%);
 - GA Region Süd GmbH, Cologne (100%);
 - GA Region Nord GmbH, Cologne (100%);
 - GA 5. Objekt 1004 Beteiligungs GmbH, Cologne (100%);
 - GA 6. Objekt 1007 Beteiligungs GmbH, Cologne (100%);
 - GA 7. Objekt 1008 Beteiligungs GmbH, Cologne (100%);
 - GA 8. Objekt 1011 Beteiligungs GmbH, Cologne (100%);
 - GA 10. Objekt 1014 Beteiligungs GmbH, Cologne (100%);
 - GA 11. Objekt 1015 Beteiligungs GmbH, Cologne (100%);
 - GA 12. Objekt 1016 Beteiligungs GmbH, Cologne (100%);
 - GA 13. Objekt 1019 Beteiligungs GmbH, Cologne (100%);
 - GA 14. Objekt 1020 Beteiligungs GmbH, Cologne (100%);
 - GA 15. Objekt 1021 Beteiligungs GmbH, Cologne (100%);
 - GA 17. Objekt 1024 Beteiligungs GmbH, Cologne (100%);
 - GA 18. Objekt 1027 Beteiligungs GmbH, Cologne (100%);
 - GA 19. Objekt 1028 Beteiligungs GmbH, Cologne (100%);
 - GA 20. Objekt 1030 Beteiligungs GmbH, Cologne (100%);
 - GA 21. Objekt 1034 Beteiligungs GmbH, Cologne (100%);
 - GA 23. Objekt 1036 Beteiligungs GmbH, Cologne (100%);
 - GA 24. Objekt 1037 Beteiligungs GmbH, Cologne (100%);
 - GA 25. Objekt 1038 Beteiligungs GmbH, Cologne (100%);
 - GA 26. Objekt 1039 Beteiligungs GmbH, Cologne (100%);
 - GA 27. Objekt 1040 Beteiligungs GmbH, Cologne (100%);
 - GA 28. Objekt 1042 Beteiligungs GmbH, Cologne (100%);

- GA 29. Objekt 1043 Beteiligungs GmbH, Cologne (100%);
- GA 32. Objekt 1046 Beteiligungs GmbH, Cologne (100%);
- GA 34. Objekt 1048 Beteiligungs GmbH, Cologne (100%);
- GA 35. Objekt 1049 Beteiligungs GmbH, Cologne (100%);
- GA Fixtures and Facility Management PortfolioCo II GmbH, Cologne (100%);
- DO PortfolioCo III GmbH, Cologne (100%) and its following subsidiaries:
 - DO Fixtures and Facility Management PortfolioCo III GmbH, Cologne (100%);
 - DO Objekt 3001 Stuttgart GmbH, Cologne (100%).

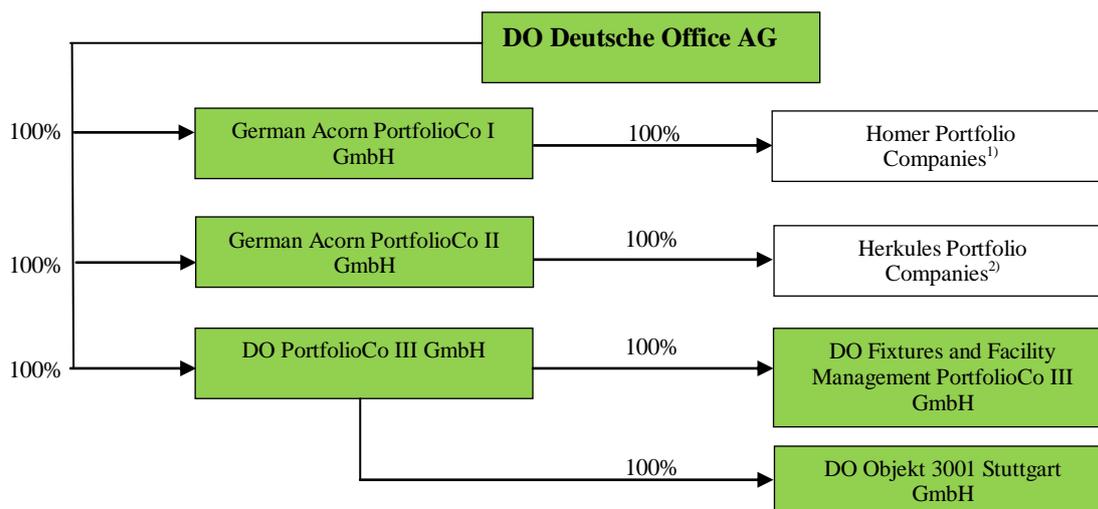
Currently the Company holds an interest in one joint venture through which it also holds an interest of 49% in the associated personal liable shareholder (*persönlich haftender Gesellschafter*):

- Alstria IV. Hamburgische Grundbesitz GmbH & Co. KG, Hamburg (49%);
- Kaisergalerie General Partner GmbH, Hamburg (indirectly 49%).

alstria office REIT-AG is not dependent upon other entities within the alstria Group. The following chart provides an overview of alstria's structure:



- 1) General Partner without capital contribution
- 2) Legal successor of Verwaltung Alstria Vierte Hamburgische Grundbesitz GmbH and Alstria Vierte Hamburgische Grundbesitz S.à.r.l & Co. KG
- 3) Legal successor of Alstria VII. Hamburgische Grundbesitz GmbH & Co. KG
- 4) Former Alstria Office AG, legal successor of Verwaltung Alstria Erste Grundbesitz GmbH
- 5) Former ALRUN Vermögensverwaltungsgesellschaft mbH
- 6) Former alstria office Grundbesitz 1 GmbH & Co. KG
- 7) Former alstria Grundbesitz 1 GP GmbH
- 8) Former PEKEPINN Vermögensverwaltungsgesellschaft mbH
- 9) Former alstria office Grundbesitz 2 GmbH & Co. KG
- 10) Former alstria Grundbesitz 2 GP GmbH



¹⁾ The Homer Portfolio Companies, which are all wholly-owned subsidiaries of German Acorn Portfolio I GmbH, are listed above.

²⁾ The Herkules Portfolio Companies, which are all wholly-owned subsidiaries of German Acorn Portfolio II GmbH, are listed above.

Statutory Auditor

Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft, Hamburg Branch, Dammtorstraße 12, D-20354 Hamburg, Germany ("**Deloitte**"), was appointed as statutory auditor of alstria office REIT-AG for the fiscal years 2014 and 2015. Deloitte audited the consolidated financial statements for alstria office REIT-AG prepared in accordance with IFRS for the fiscal years 2014 and 2015, as well as the Company's unconsolidated annual financial statements prepared in accordance with German generally accepted accounting principles for 2014 and 2015 and issued in each case an unqualified auditor's report (*uneingeschränkter Bestätigungsvermerk*). Deloitte is a member of the Chamber of Public accountants (*Wirtschaftsprüferkammer*), Rauchstraße 26, D-10787 Berlin, Germany.

Paying Agents and Clearing Systems

The Principal Paying Agent is BNP Paribas Securities Services, Luxembourg Branch and the German Paying Agent is BNP Paribas Securities Services, Zweigniederlassung Frankfurt. The Notes have been accepted for clearing through Clearstream Banking société anonyme, Luxembourg (42, Avenue J.F. Kennedy, L-1855 Luxembourg) and Euroclear Bank SA/NV (1 Boulevard du Roi Albert II, 1210 Brussels, Belgium).

Shareholder Structure

The share capital of the Company actually in issue as at the date of this Prospectus amounts to €152,164,285.00 and is divided into 152,164,285 no par value bearer shares.

On the basis of the notifications received by alstria office REIT-AG as of the date of this Prospectus in accordance with the WpHG, to the knowledge of the Company the following alstria Shareholders (directly or indirectly) hold 3% or more of the shares in the Company. The percentage values shown in the table below are based on the number of voting rights last notified to the Company by the respective alstria Shareholder in relation to the Company's share capital in issue as of the date of this Prospectus. It should be noted that the number of voting rights last notified could have changed since such notifications were submitted to the Company without the alstria Shareholder concerned being required to submit a corresponding voting rights notification if no notifiable thresholds have been reached or crossed:

Shareholder	Voting rights (in %)	Attribution of voting rights
Oaktree Capital Group Holdings GP, LLC*	25.38	Yes
OCM Luxembourg EPOF Herkules Holdings S.à r.l.*	3.56	Yes
OCM Luxembourg POF IV Herkules Holdings S.à r.l.*	5.97	Yes
OCM Luxembourg OPPS VII Homer Holdings S.à r.l.*	4.63	Yes
OCM Luxembourg OPPS Herkules Holdings S.à r.l.*	7.31	Yes
BNP Paribas Investment Partners S.A.	4.51	Yes
SAS Rue la Boétie	3.0016	Yes

* Voting rights held by Oaktree are attributed to several additional direct and indirect affiliates of Oaktree Capital Group Holdings GP, LLC. These direct and indirect affiliates have been intentionally omitted in the table above for purposes of simplicity.

Other alstria Shareholders, including those alstria Shareholders whose holdings of alstria Shares represent less than 3% of the voting rights of alstria office REIT-AG in aggregate, hold the remaining alstria Shares.

alstria office REIT-AG and Oaktree had agreed in the Undertaking Agreement on a Call Option and corresponding Put Option with respect to Deutsche Office Shares representing 5.4% of the share capital of DO Deutsche Office AG. The Option Consideration consists of alstria Shares. Following the exercise of the Put Option by Oaktree for 4% of the share capital of DO Deutsche Office AG, only a Put Option for Oaktree with respect to Deutsche Office Shares representing 1.4% of the share capital of DO Deutsche Office AG remains pursuant to the Undertaking Agreement. As a consequence, the voting rights of Oaktree Capital Group Holdings GP, LLC and its direct and indirect affiliates could increase in the future if the Put Option is exercised (for further details see the section "*Issuer Related Information – Material Contracts – Agreement with Oaktree in Connection with the Takeover Offer*").

All alstria Shares carry the same voting rights.

Management Board and Supervisory Board

The Company has a two-tier board system, consisting of the Management Board and the Supervisory Board. Therefore, the Company's corporate bodies are the Management Board (*Vorstand*), the Supervisory Board (*Aufsichtsrat*) and the general meeting of the shareholders (*Hauptversammlung*). The responsibilities of these bodies are primarily governed by the AktG, the Articles of Association (*Satzung*) and the respective rules of procedure (*Geschäftsordnung*) for the Management Board and the Supervisory Board.

Name, business address, functions, indication of principal activities performed outside the issuer

Management Board

The Management Board manages the day-to-day business of the Company and alstria. It currently consists of two members. Its responsibilities include setting business objectives and strategic direction, coordinating and supervising the operating entities of alstria as well as implementing and supervising an effective risk management system.

The following table sets out information on the current members of the Management Board of the Company. The information for each member includes (i) name, (ii) the area of responsibility, and (iii) the principal activities outside alstria if significant with respect to alstria:

Name	Area of responsibility	Principal activities outside alstria if significant with respect to alstria
Olivier Elamine	Chief Executive Officer	None

Name	Area of responsibility	Principal activities outside alstria if significant with respect to alstria
Alexander Dexne	Chief Financial Officer	None

The members of the Management Board may be contacted at the registered seat of alstria office REIT-AG, Bäckerbreitergang 75, D-20355 Hamburg, Germany.

Supervisory Board

In accordance with the Articles of Association of the Company, the Supervisory Board consists of six members, none of whom is an employee representative. Its main responsibility is to supervise the Management Board. Besides and among other things, the Supervisory Board appoints the members of the Management Board and specific types of transactions, such as the issuance of the Notes, may only be entered into by the Management Board on behalf of the Company with consent of the Supervisory Board.

In order to exercise its functions efficiently, a part of the Supervisory Board's activities is delegated to committees of the Supervisory Board. The Supervisory Board has established an audit committee (*Prüfungsausschuss*) in accordance with the AktG and the German Corporate Governance Code (*Deutscher Corporate Governance Kodex*), an investment committee (*Investitionsausschuss*) and a nomination and remuneration committee (*Personalausschuss*) as permanent committees.

The following table sets out information on the current members of the Supervisory Board of the Company. The information for each member includes (i) name, (ii) area of responsibility, and (iii) the principal activities outside alstria if significant with respect to alstria:

Name	Area of responsibility	Principal activities outside alstria if significant with respect to alstria
Alexander Stuhlmann	<ul style="list-style-type: none"> • Chairman of the Supervisory Board • Member of the nomination and remuneration committee (chairman) 	None
Hermann T. Dambach	<ul style="list-style-type: none"> • Vice Chairman of the Supervisory Board • Member of the investment committee 	<ul style="list-style-type: none"> • Oaktree GmbH (managing director) • Railpool GmbH (chairman of the advisory board)
Dr. Johannes Conradi	<ul style="list-style-type: none"> • Member of the audit committee • Member of the nomination and remuneration committee 	Freshfields Bruckhaus Deringer LLP (lawyer and partner)

Benoît Hérault	<ul style="list-style-type: none"> • Member of the audit committee • Member of the investment committee 	<ul style="list-style-type: none"> • Marie Brizard Wine & Spirits SA (chairman of the board) • Westbrook Partners (senior advisor) • EUROSIC (board member, chairman of the remuneration committee)
Richard Mully	<ul style="list-style-type: none"> • Member of the investment committee (chairman) • Member of the nomination and remuneration committee 	<ul style="list-style-type: none"> • Starr Street Limited (director) • Aberdeen Asset Management PLC (director) • ISG plc (director) • St Modwen Properties PLC (director)
Marianne Voigt	<ul style="list-style-type: none"> • Member of the audit committee (chairman) 	bettermarks GmbH (managing director)

The members of the Supervisory Board may be contacted at the registered seat of alstria office REIT-AG, Bäckerbreitergang 75, D-20355 Hamburg, Germany.

Conflicts of Interest

Management Board

No member of the Management Board has a conflict of interest or a potential conflict of interest between his duties as a member of the Management Board and his private interests and/or other duties.

As of the date of this Prospectus, Olivier Elamine is holding 64,143 alstria Shares and Alexander Dexne is holding 23,453 alstria Shares.

The members of the Management Board have not been and are not currently involved in any transactions of the Company outside of its business activities or in other transactions by the Company whose form or substance is atypical during the current and the past fiscal year or with respect to earlier fiscal years, in such transactions that have not yet been completed.

No member of the Management Board has any interest relating to unusual business transactions with the Company. The Company has no outstanding loans to and no guarantees on behalf of any members of the Management Board.

No member of the Management Board has entered into any service contract with alstria that provides for benefits upon termination of the service relationship. The service contracts with the members of the Management Board provide for a remuneration until the regular termination date of the service contract, in case of an early termination by mutual agreement of the service contract but no more than the value of two years' full remuneration, calculated on the basis of the total remuneration for the foregoing full financial year. The service contracts with the members of the Management Board provide for a post-contractual non-compete obligation for the duration of six months after the termination of the service contract. For the duration of this post-contractual non-compete obligation the members of the Management Board receive generally a remuneration on a monthly basis in the amount of the agreed fixed salary. Furthermore, the members of the Management Board have undertaken, for the duration of one year after termination of the service contract, not to set up, acquire or to directly or indirectly participate in an enterprise which is in direct or indirect competition to the Company.

There are no family relationships between any of the members of the Management Board and the members of the Supervisory Board.

Supervisory Board

Dr. Johannes Conradi, a member of the Supervisory Board, is a partner at the law firm Freshfields Bruckhaus Deringer LLP that has provided legal services for alstria on various matters in the past and might also be engaged by alstria in the future.

Mr. Hermann T. Dambach is managing director of Oaktree GmbH, which is part of Oaktree Capital Management LLC. Funds advised by Oaktree are shareholders of the Company.

Other than as disclosed above, no member of the Supervisory Board has a conflict of interest or a potential conflict of interest between his duties as a member of the Supervisory Board and his private interests and/or other duties.

The members of the Supervisory Board have not been and are not currently involved in any transactions of the Company outside of its business activities or in other transactions by the Company whose form or substance is atypical during the current and the past fiscal year or with respect to earlier fiscal years, in such transactions that have not yet been completed.

No member of the Supervisory Board has any interest relating to unusual business transactions with the Company. The Company has no outstanding loans to and no guarantees on behalf of any members of the Supervisory Board.

No member of the Supervisory Board has entered into any service contract with alstria that provides for benefits upon termination of the service relationship.

To the extent that information about members of the Supervisory Board is provided in this section, to the best of the Company's knowledge, the Company has obtained the respective information from the members of the Supervisory Board.

Taxation of the Issuer in the Federal Republic of Germany – REIT-AG

This section briefly summarizes important German taxation principles that are or may become of significance in connection with the acquisition, holding or transfer of the Notes offered by the Company. This summary is not a comprehensive or exhaustive description of all tax aspects that may be relevant for the decision to purchase Notes. In particular, this section does not deal with the specific facts or circumstances that may apply to a particular purchaser. This summary is based on German national tax law as applicable as at the date of this Prospectus and the provisions of the double taxation treaties ("DTTs") currently in place between the Federal Republic of Germany and other countries. The legal framework may change in both areas, possibly also with retroactive effect.

In view of the fact that the provisions of the REITG have been introduced comparatively recently and only a small number of REIT-AGs are currently in existence, there are only very few precedents that may offer guidance as to the interpretation of the statutory provisions. It cannot therefore be ruled out that in case of doubt authorities and courts may apply an interpretation that deviates from the interpretation adopted by the Company.

Should the Company lose the tax-privileged status of a REIT-AG, general taxation principles would apply to the taxation of the Company. In addition, this might cause a considerable higher tax burden on the Company.

Prospective purchasers of the Notes are advised to consult their own tax advisers as to the tax consequences of the acquisition, subscription, holding, disposal, donation or inheritance of the Notes, as well as the tax consequences of a potential loss of the Company's tax-privileged status. The same applies with regard to the applicable provisions concerning the refund of German withholding tax (*Kapitalertragsteuer*) previously withheld. The personal tax situation of the individual shareholder can only be adequately addressed by individual tax advice.

Taxation of the Company

A REIT-AG that is generally subject to unlimited corporate income tax liability in Germany and is not deemed resident in another treaty state for the purposes of a DTT is exempt from German corporate

income tax if it fulfills the requirements of sections 8 to 15 REITG. In this case, the REIT-AG is also exempt from trade tax.

The tax exemption of a REIT-AG does not include an exemption at the level of its subsidiaries, especially subsidiaries that are commercial or deemed commercial (*gewerblich gepragte*) real estate partnerships or companies limited by shares. For reasons of tax transparency of partnerships, income determined at the level of a subsidiary partnership is attributed to its partners. As a result of such attribution, the REIT-AG will ultimately be exempt from corporate income tax as regards its income from subsidiary partnerships. As far as trade tax is concerned, the subsidiary partnership may be an independent taxable entity for trade tax purposes, so that a trade tax liability may exist if the subsidiary partnership is deemed a commercial entity or actually carries out commercial activities.

REIT-AGs are, however, subject to real estate transfer tax, land tax and value-added tax. The REITG does not provide for any exemptions in this regard, and the relevant statutory provisions must without limitation also be applied to REIT-AGs.

Qualification of a REIT-AG

A REIT-AG is a stock corporation whose purpose is limited to property-related activities (*immobiliennahe Tatigkeiten*) within the meaning of section 1 REITG. In essence, REIT-AGs may acquire, hold, manage and dispose of title to and rights in rem to use the following assets:

- real properties located in Germany, with the exception of existing residential rental properties,
- immovable property located outside Germany, to the extent that this property may, in the country where it is located, be owned by a REIT corporation, REIT association of persons or REIT estate (*REIT-Korperschaft, -Personenvereinigung oder -Vermogensmasse*) or a corporation that is comparable to a REIT, and
- other assets that are necessary for managing immovable property, as well as credit balances in bank accounts, money market instruments, receivables and liabilities that are stemming from the use or disposal of immovable property or that are maintained or have been incurred or created for the purpose of protecting the value of, managing, or changing portfolios of such assets.

Moreover, subject to certain conditions REIT-AGs may acquire, hold, manage and dispose of interests in real estate partnerships or shares in REIT service companies, foreign property companies and companies limited by shares that are general partners in real estate partnerships which do not hold a financial interest in the capital of the relevant partnership.

In order to qualify as a REIT-AG, an entity must in particular meet the following requirements:

Legal Requirements

The REIT-AG must have its registered office and its management in Germany. Its share capital must be equal to a nominal amount of at least €15 million. The REIT-AG must be admitted to an organized market in an EU member state or another member state of the Treaty on the European Economic Area. Moreover, at least 15% of the shares of a REIT-AG must be held in free float. At the time of listing, the free float ratio must be at least 25%. Free float shares are shares held by shareholders holding less than 3% each of the voting rights of the stock corporation. Moreover, no shareholder must directly hold 10% or more of the REIT Shares. The free float ratio of the shareholders of a REIT-AG must be reported to the German Federal Financial Supervisory Authority (*Bundesanstalt fur Finanzdienstleistungsaufsicht; BaFin*) as at 31 December of each year.

Requirements Concerning Assets and Earnings

A REIT-AG will be granted tax exemption only if the requirements provided for in the REITG with regard to the composition of assets and the entire sales revenues (plus other earnings from immovable property) are fulfilled. Whether or not these requirements are fulfilled must be established on the basis of consolidated financial statements prepared in accordance with IFRS. A REIT-AG will, as a general rule, be obliged to prepare consolidated financial statements. Should this not be the case in

exceptional cases, stand-alone financial statements must mandatorily be prepared in accordance with IFRS.

With regard to the composition of assets the following requirements must be fulfilled as at the end of each fiscal year:

- after deduction of mandatory distributions (cf. the section "*Taxation of the Issuer in the Federal Republic of Germany – REIT-AG – Taxation of the Company – Qualification of a REIT-AG – Distributions to Shareholders*") and reserves set up from capital gains in the fiscal year or the preceding year, at least 75% of the assets, calculated by reference to the total assets, must be attributable to immovable property; and
- the assets of REIT service companies that are to be included in the consolidated financial statements of the REIT-AG must not exceed 20% of the assets reported.

In addition, at least 75% of the sales revenues plus other earnings from immovable property generated during a fiscal year must be derived from letting (*Vermietung, Verpachtung*) or leasing activities including property-related activities or the disposal of immovable property. Moreover, the sum of the sales revenues plus other earnings from immovable property generated during a fiscal year by REIT service companies that are to be included in the consolidated financial statements of the REIT-AG must not exceed 20% of the total sales revenues plus other earnings from immovable property.

Distributions to Shareholders

Besides fulfilling the requirements concerning the assets and earnings structure, a REIT-AG must, as a further condition for tax exemption, make certain distributions to its shareholders.

The REIT-AG must distribute at least 90% of its net profit for the year within the meaning of section 275 HGB as determined in accordance with German commercial law, reduced by allocations to reserves from capital gains and by a loss carryforward from the preceding year, and increased by the amount of any reversal from reserves from capital gains by the end of the following fiscal year. When determining the net profit for the year, scheduled depreciations may be effected only in equal annual installments. Up to 50% of any profits from the disposal of immovable property may be allocated to reserves. These reserves must be reversed by the end of the second fiscal year following the year of allocation, unless previously deducted from the costs of acquisition or production of immovable property acquired or produced.

Other Requirements

A REIT-AG must not trade with its immovable property. The REIT-AG is deemed to engage in such trading activities if it (together with any subsidiaries that are to be included in the consolidated financial statements, if applicable) has generated earnings from the disposal of immovable property during the past five fiscal years that account for more than 50% of the value of the average portfolio of immovable property during that period.

At the end of each fiscal year, the amount of equity reported in the unconsolidated or consolidated financial statements of a REIT-AG must not be less than 45% of the amount of its immovable property as reported in its financial statements.

A REIT-AG may hold shares in REIT service companies (*REIT-Dienstleistungsgesellschaften*). REIT service companies are companies limited by shares all of whose shares are held by a REIT-AG and whose purpose is limited to provide paid property-related ancillary services to third parties on behalf of the REIT-AG. There are, however, certain limitations for REIT-AGs with regard to both the value of the shares in REIT service companies and the total sales revenues generated by REIT service companies.

A REIT-AG may acquire, hold, manage and dispose of interests in real estate partnerships. There is no prescribed minimum participation amount. Moreover, it is possible to hold an indirect interest in a real estate partnership via a direct participation. The real estate partnership may hold property in the same way as a REIT-AG, with the exception of shares in foreign property companies and REIT service companies.

Beginning and End of Tax Exemption

The tax exemption applies from the start of the fiscal year in which the REIT-AG is entered in the commercial register as a REIT. The Company is currently entered in the commercial register as a REIT-AG.

The tax exemption of a REIT-AG in particular ends if:

- it is delisted;
- it trades in immovable property;
- during three consecutive fiscal years less than 15% of the shares in the REIT-AG have been held in free float or if during three consecutive fiscal years one investor has held 10% or more of the shares in the REIT-AG;
- the minimum equity requirements have not been met in three consecutive fiscal years;
- the requirements concerning assets and earnings and the requirement of a minimum distribution of 90% are not met in certain circumstances; or
- the requirements for qualification as a REIT-AG are not, or no longer, fulfilled.

Following the loss of the tax-exempt status a further or new tax exemption as a REIT-AG may only be revived or commence again after the expiry of four years.

Fines

If a REIT-AG fails to comply with certain requirements under the REITG, the competent tax authority will impose fines against the REIT-AG. This will be the case in particular if the REIT-AG does not comply with the requirements as to the composition of its assets or earnings (see the section "*Taxation of the Issuer in the Federal Republic of Germany – REIT-AG – Qualification of a REIT-AG – Requirements Concerning Assets and Earnings*") in any fiscal year. The amount of the fines will depend on how far the required minimum thresholds have been breached, and on whether and, if so, how often requirements were not complied with in previous fiscal years.

For non-compliance of the requirement concerning the composition of assets, the fine will be between 1% and 3% of the amount by which the share of immovable property in the total property was below the required 75% threshold at the end of the relevant fiscal year.

If the requirement concerning the composition of earnings is not complied with, the fine will be between 10% and 20% of the amount by which the gross earnings from the letting (*Vermietung und Verpachtung*) or sale of immovable property fell below the minimum threshold of 75%.

Fines will also be imposed if less than 90% of the net profit for the year (reduced by any loss carryforward from the preceding year and less allocation to and plus reversals of any reserves for certain capital gains) were distributed to shareholders by the end of the fiscal year following the year in which the net profit for the year was generated. In this case the fine will be between 20% and 30% of the amount by which the distribution actually made fell short of the required 90% ratio. Moreover, fines will be imposed if the REIT-AG or a downstream real estate partnership performs paid ancillary activities for third parties. In this case the fine will be between 20% and 30% of the income generated with such paid ancillary activities. Fines may be imposed cumulatively.

Recent Developments

On 26 November 2015, alstria acquired one property in Hamburg with a net purchase price of €38 million. The transfer of possession and charges took effect on 1 January 2016.

On 22 February 2016, the Herkules Refinancing Loan with an outstanding notional amount of €332 million was fully paid off using the majority of the proceeds from the first Fixed Rate Notes 2015 issuance.

Following the Takeover of DO Deutsche Office AG, the Management Board now intends to streamline the combined portfolio. This will lead to disposals of certain properties currently held in the Deutsche Office portfolio that do not form part of the core business of the combined entity, such as hotels and nursing homes. It is intended to effect such disposals on arm's length terms. The disposals are therefore to be performed over a reasonable period of time, so that the portfolio streamlining process may not be completed before the end of 2017.

The supervisory board and the management board of DO Deutsche Office AG have decided to prepare DO Deutsche Office AG for the transformation into a German limited partnership (*Kommanditgesellschaft*). Subject to the final decision of the supervisory board and the management board of DO Deutsche Office AG, a resolution on this transformation shall be adopted at the 2016 annual general meeting of DO Deutsche Office AG.

Prior to the resolution on the transformation of DO Deutsche Office AG into a German limited partnership, the Company intends to sell and transfer shares of DO Deutsche Office AG representing approximately 5.1% of its outstanding share capital to a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid; BV*) which is held by a legally independent Dutch foundation.

As of the date of this Prospectus, alstria office REIT-AG is offering a total of five *Schuldschein* loan agreements to investors with fixed and floating interest rates and varying maturities ending in 2020, 2023 and 2026. It is intended that three of the *Schuldschein* loan agreements have a fixed interest rate and mature in 2020, 2023 and 2026, respectively, and two *Schuldschein* loan agreements have a floating interest rate and mature in 2020 and 2023, respectively. The aggregate amount of all *Schuldschein* loan agreements offered is intended to be €100 million or higher. The net proceeds from the *Schuldschein* loan agreements will be used by the Company for refinancing purposes.

Trend Information and Significant Changes

There has been no material adverse change in the prospects of alstria office REIT-AG since 31 December 2015.

There has been no significant change in the financial or trading position of alstria since 31 December 2015.

TAXATION

The following is a general discussion of certain tax considerations relating to German and Luxembourg tax consequences of the acquisition, ownership and disposal of the Notes offered by the Issuer and the proposed financial transactions tax. This discussion does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase these Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany and the Grand Duchy of Luxembourg ("**Luxembourg**") currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

Prospective purchasers of the Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of the securities, including the effect of any state or local taxes, under the tax laws applicable in Germany, Luxembourg and each country of which they are residents.

Taxation in Germany

Resident Holders of Notes

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (Privatvermögen)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

Income. The Notes qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Accordingly, payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 18 January 2016, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible. The same shall apply where, based on an agreement with the depositary institution, the transaction costs are calculated on the basis of the sale proceeds taking into account a deductible amount.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors. The Substitute Debtor is obligated to indemnify each Holder for any tax incurred by such Holder as a

result of a substitution of the Issuer pursuant to the section "*Terms and Conditions of the Notes—§12 Substitution, Transfer of Domicile*". The indemnities to be paid may constitute taxable income.

German withholding tax (Kapitalertragsteuer). With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held or administered in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (e.g. if the Notes had been transferred from a non-EU custodial account prior to the sale), withholding tax is applied to 30 % of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied by a German Disbursing Agent at a flat withholding tax rate of 26.375 % (including solidarity surcharge) plus, if applicable, church tax. Church tax, if applicable, will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). In the latter case, the investor has to include the savings income in the tax return and will then be assessed to church tax.

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife or registered life partners). Similarly, no withholding tax will be levied if the investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

Tax assessment. The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375 % - including solidarity surcharge (*Solidaritätszuschlag*) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if the respective tax liability is lower than the tax liability calculated on the basis of the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed husband and wife or registered life partners the application can only be filed for savings income of both spouses / life partners.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife or registered life partners) will be deducted. The deduction of the actual income related expenses, if any, is excluded. That holds true even if the investor applies to be assessed on the basis of its personal tax rate.

Taxation if the Notes are held as business assets (Betriebsvermögen)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 % or income tax at a rate of up to 45 %, as the case may be, (in each case plus 5.5 % solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are generally deductible.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets are not allowed to file a withholding tax exemption certificate with the German Disbursing Agent. Furthermore, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-resident Holders of Notes

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. Provided that certain requirements are met, an entrepreneur may, however, opt for the payment of value-added-tax on transactions that are otherwise tax-exempt. It is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced (please see below).

Taxation in Luxembourg

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues, and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

(i) Non-resident holders of Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(ii) Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg or to a residual entity (within the meaning of the laws of 21 June 2005 implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the "**Territories**"), as amended) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to a withholding tax of 10 %. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 10 %.

The Proposed Financial Transactions Tax

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). However, Estonia has stated that it will not participate.

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the FTT proposal remains subject to negotiation between the Participating Member States. It may, therefore, be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Responsibility of the Issuer for the Withholding of Taxes at Source

The Issuer does not assume any responsibility for the withholding of taxes at source.

SUBSCRIPTION AND SALE

Subscription

The Issuer and the Joint Bookrunners have entered into a subscription agreement dated 8 April 2016 (the "**Subscription Agreement**"). Under the Subscription Agreement, the Issuer has agreed to issue and sell to the Joint Bookrunners, and the Joint Bookrunners have agreed, subject to certain customary closing conditions, to subscribe and pay for the Notes on 12 April 2016. The Issuer has agreed to pay certain fees to the Joint Bookrunners and to reimburse the Joint Bookrunners for certain expenses incurred in connection with the issue of the Notes.

The Joint Bookrunners may, under certain circumstances, terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities it may incur in connection with the offer and sale of the Notes.

From time to time, the Joint Bookrunners and their affiliates have performed, and may in the future perform, investment banking and advisory services for the Issuer for which they have received, or will receive, customary fees and expenses.

Selling Restrictions

General

The Joint Bookrunners have acknowledged that no representation is made by the Issuer or any of the Joint Bookrunners that any action has been or will be taken in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of the Prospectus or other material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Each Joint Bookrunner undertook to comply, to the best of its knowledge and belief, in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Notes or has in its possession or distributes the Prospectus (in preliminary, proof or final form) or any such other material, in all cases at its own expense.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Each Joint Bookrunner has represented, warranted and undertaken that it has offered or sold the Notes, and will offer or sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S. Accordingly, each Joint Bookrunner has further represented, warranted and undertaken that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Joint Bookrunner has further agreed that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S under the Securities Act ("**Regulation S**"). Terms used above have the meanings given to them by Regulation S."

Terms used in this paragraph have the meanings given to them by Regulation S.

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

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986, as amended, and regulations thereunder.

United Kingdom of Great Britain and Northern Ireland (United Kingdom)

Each Joint Bookrunner has represented, warranted and agreed that:

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

GENERAL INFORMATION

Application has been made to the CSSF, which is the Luxembourg competent authority for the purposes of the approval of this Prospectus, which will be published in electronic form on the website of the Luxembourg Stock Exchange (*www.bourse.lu*). By approving a prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer pursuant to Article 7(7) *Loi relative aux prospectus pour valeurs mobilières*.

Responsibility Statement

The Issuer (alstria office REIT-AG, with its seat in Bäckerbreitergang 75, D-20355 Hamburg, Germany, registered in the commercial register of the Local Court of Hamburg under HRB 99204) is solely responsible for the information given in this Prospectus. The Issuer declares that the information contained in the Prospectus is, to the best of its knowledge, correct and does not contain any material omissions, and that it has applied the necessary standard of care to ensure that the information contained in the Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omissions that would be likely to affect the import of this Prospectus. This Prospectus should be read and understood in conjunction with all documents incorporated herein by reference.

Sources of Market Data

This Prospectus contains a number of references to data, statistical information and studies prepared by third parties, particularly on such topics as commercial and office real estate, the real estate industry in general and related subjects. The Company has accurately reproduced such information and, as far as the Company is aware and is able to ascertain from information published by such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading. Market studies are often based on information or assumptions that may not be accurate or appropriate, and their methodology is inherently predictive and speculative. Consequently, information derived from different third-party sources incorporated in this Prospectus may to a certain extent be inconsistent. This Prospectus also contains estimates made by the Company that are based on published market data or numbers published in publicly available sources. Notwithstanding the responsibility alstria office REIT-AG has assumed for the content of this Prospectus as described above (see the section "*General Information – Responsibility Statement*"), the Company has not independently verified the figures, market data or other information on which third parties based their studies, nor have they explored the reasons of any possible divergences between data obtained from different sources. Accordingly, no representation or warranty as to the accuracy of any such information from third-party sources included in this Prospectus is made and investors should not rely on the accuracy of any such information. Moreover, prospective investors should bear in mind that the Company's estimates are not always based on such third-party market studies.

The following sources were used in the preparation of this Prospectus:

- German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), "Projektionen der Bundesregierung" (Federal Government Forecasts) as of January 2016;
- German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*), press release dated 27 January 2016, "Jahreswirtschaftsbericht 2016: "Zukunftsfähigkeit sichern – Die Chancen des digitalen Wandels nutzen"" (The German Government's 2016 Annual Economic Report: "Making Germany fit for the future – taking the opportunities of digital transformations");
- German Federal Statistical Office (*Statistisches Bundesamt*), press release no. 033 dated 2 February 2016, "Dezember 2015: Weiter günstige Entwicklung am Arbeitsmarkt" (December 2015: positive labour market figures again);
- DO Deutsche Office AG, Annual Report 2014 as of 31 December 2014;
- DO Deutsche Office AG, half-yearly report as of 30 June 2015;
- DO Deutsche Office AG, nine month financial report as of 30 September 2015.

Financial Information and Numerical Data

The audited consolidated financial statements of alstria office REIT-AG as of and for the fiscal years ending 31 December 2015, and 2014 (including the notes, hereinafter the "**Audited Consolidated Financial Statements**") are incorporated by reference into this Prospectus (see the section "*Documents Incorporated by Reference*"). The Audited Consolidated Financial Statements were each prepared in accordance with IFRS as adopted in the European Union and the accounting provisions of commercial law pursuant to section 315a HGB which apply by way of supplement.

Where financial information has been provided with the annotation "audited" in this Prospectus, this means that those figures have been extracted from the audited financial statements mentioned above. The annotation "unaudited" is used in in this Prospectus to refer to financial information which has not been extracted from the audited financial statements mentioned above but which has either been derived from the Audited Consolidated Financial Statements or extracted or derived from the unaudited condensed interim consolidated financial statements, the accounting records or the internal management reports of the Company.

The Audited Consolidated Financial Statements (as of and for the years ending 31 December 2015, and 2014) have been audited by Deloitte & Touche Wirtschaftsprüfungsgesellschaft, Hamburg Branch, Dammtorstraße 12, D-20354 Hamburg ("**Deloitte**"), as stated in their respective auditors' report appearing therein. Apart therefrom, no information in, or incorporated by reference into, this Prospectus has been audited or reviewed. The Company presents its financial statements in Euro. References to "EUR ", "Euro", or "€ " are to the currency of the member states of the European Union participating in the third stage of European Economic and Monetary Union. References to "€ thousand" are to thousands of Euros.

The Company uses funds from operations ("**FFO**" – *operatives Ergebnis*) as a financial measure in this Prospectus. alstria office REIT-AG's management believes that FFO constitutes an important measure of funds generated from continuing operations and the cash available for paying dividends. The Company calculates FFO as pre-tax income (earnings before tax or EBT, decreased/increased by the net profit/loss from fair value adjustment on investment property, decreased/increased by the net profit/loss from fair value adjustment on financial derivatives, decreased/increased by the profit/loss on disposal of investment property, decreased/increased by non-recurring items, plus/less non-cash expenses/income (other adjustments), decreased/increased pro rata by the previously defined adjustments at the level of the joint ventures. The management believes that FFO is an appropriate measure for the determination and evaluation of alstria's operating performance, since individual items that relate to non-cash income/expenses not affecting the ongoing liquidity are eliminated. However, FFO is not a measure of operating performance or liquidity under generally accepted accounting principles, in particular IFRS. This indicator should therefore not be considered as an alternative to income or cash flow measures as determined in accordance with IFRS. Furthermore, no standard definition exists for FFO, in particular EPRA does not provide a definition of the FFO. Thus, the FFO or measures with similar names as presented by other companies may not necessarily be comparable to the Company's FFO.

Furthermore, alstria office REIT-AG uses adjusted EBITDA (adjusted earnings before interest, tax, depreciation and amortization; "**Adjusted EBITDA**") as a financial measure in this Prospectus. The Company calculates Adjusted EBITDA as earnings before tax EBT as reported, increased by net financial result, decreased/increased by the net profit/loss from fair value adjustment on investment property, decreased/increased by the net profit/loss from fair value adjustment on financial derivatives, decreased/increased by the profit/loss on disposal of investment property, decreased/increased by non-recurring items and non-cash expenses/income (other adjustments), decreased/increased pro rata by the previously defined adjustments at the level of the joint ventures. The Adjusted EBITDA has not been audited or reviewed and is based on the own calculations of alstria office REIT-AG.

In this Prospectus, alstria office REIT-AG has further used the measure of loan to value ("**LTV**"). The Issuer computes the LTV by dividing the total loans outstanding by the value of all investment properties. The calculation of alstria's Net LTV also deducts the available non-restricted cash on the respective balance sheet date, which is deducted from the gross debt amount. LTV and Net LTV are not measures of operating performance, liquidity or equity under generally accepted accounting principles, in particular IFRS, and should not be considered as an alternative to income or cash flow as determined in accordance with IFRS. No standard definition exists for LTV and Net LTV. Thus, LTV, Net LTV or

other measures with similar names as presented by other companies may not necessarily be comparable to LTV or Net LTV as used by alstria.

Furthermore, alstria office REIT-AG has used the G-REIT equity ratio ("**G-REIT Equity Ratio**") as a financial measure. According to section 15 REITG, the equity as reported in the consolidated financial statements at the end of a fiscal year must not fall short of 45 % of the amount of the immovable assets reported in the consolidated financial statements. The ratio is defined as total equity divided by the carrying amount of immovable assets. If the minimum equity ratio is not satisfied for three consecutive fiscal years, the exemption from corporate income tax and trade tax ceases at the end of the third fiscal year. The G-REIT Equity Ratio is not a measure of operating performance, liquidity or equity under generally accepted accounting principles, in particular IFRS, and should not be considered as an alternative to income or cash flow as determined in accordance with IFRS.

Certain figures and other amounts stated in this Prospectus have been commercially rounded to the nearest whole number or otherwise rounded to a figure that facilitates summing up for ease of presentation and may accordingly not sum up. Percentage figures have been commercially rounded to one decimal point, unless expressly stated otherwise. A dash ("-") instead of a figure means that the relevant financial data is not available. By contrast, a zero ("0") means that the relevant financial data is available but equals zero or has been rounded to zero.

Documents Available for Inspection

Copies of the following documents will be available at the Company's registered office at Bäckerbreitengang 75, D-20355 Hamburg, Germany, (Phone: +49 (0)40 226341300) during usual business hours for 12 months from the date of this Prospectus:

- the Articles of Association of alstria office REIT-AG;
- the Audited Consolidated Financial Statements (IFRS) of alstria office REIT-AG as of and for the fiscal year ending 31 December 2014;
- the Audited Consolidated Financial Statements (IFRS) of alstria office REIT-AG as of and for the fiscal year ending 31 December 2015;

The documents referred to above are also available on alstria's website (www.alstria.com under the section *Investors – Bonds*).

Further annual reports and interim reports of the Company can be obtained at the Company in electronic form at www.alstria.com under the section *Investors – Reports & Events* and on the website of the German Company Register (*Unternehmensregister*) (www.unternehmensregister.de).

Statutory Auditors

The Audited Consolidated Financial Statements were audited by Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft, Niederlassung Hamburg, Dammtorstraße 12, D-20354 Hamburg (Deloitte), independent accountants, as stated in their respective auditors' reports (*Bestätigungsvermerke*). Deloitte is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Berlin.

The auditors' reports Deloitte prepared for alstria office REIT-AG as of and for the years ending 31 December 2015, and 31 December 2014 make reference to group management reports (*Konzernlageberichte*) that have not been incorporated by reference into this Prospectus. The examination of and the auditors' report upon such group management report are required under German generally accepted auditing standards.

Notice to Prospective Investors in the European Economic Area

This Prospectus has been prepared on the basis that all offers of the Notes will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus in connection with offers of the Notes and is thus, for the purposes of the offering of the Notes, not a prospectus within the meaning of the Prospectus Directive. Accordingly, any person making or intending to make any offer within the EEA of the Notes which are the subject of the offering contemplated in this Prospectus should only do so in circumstances in which no obligation arises for the Issuer or the Joint

Bookrunners to produce a prospectus for such offers. None of the Issuer or the Joint Bookrunners has authorized, nor does it nor do they authorize, the making of any offer of the Notes through any financial intermediary, other than offers made by the Joint Bookrunners which constitute the final placement of the Notes contemplated in this Prospectus.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom, this Prospectus is for distribution only to Relevant Persons. This Prospectus is directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. In the United Kingdom, any investment or investment activity to which this Prospectus relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

Interests of Natural and Legal Persons Involved in the Issue

From time to time, the Joint Bookrunners and their affiliates have performed, and may in the future perform, investment banking and advisory services for the Issuer for which they have received, or will receive, customary fees and expenses.

In particular, the Joint Bookrunners have entered into a contractual relationship with the Company in connection with the issue of the Notes.

In addition, in the ordinary course of their business activities, the Joint Bookrunners and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Bookrunners and their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer, as applicable, consistent with their customary risk management policies. Typically, the Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, potentially including the Notes. Any such short positions could adversely affect future trading prices of the Notes.

The Joint Bookrunners and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities or instruments.

Authorization and Issue Date

The issuance of the Notes was authorized by the Management Board on 5 April 2016. The Issue Date of the Notes is expected to be 12 April 2016.

Use of Proceeds

The net proceeds from the issuance of the Notes will be used especially to refinance existing debt, in particular some of the existing mortgage based financings. The net proceeds from the issuance of the Notes are estimated by the Issuer to be approximately EUR 494,155,000.

Minimum Offered Amount, Delivery of Notes

The Notes will be offered with a denomination of EUR 100,000.

Delivery and payment of the Notes will be made on the Issue Date, which is expected to be 12 April 2016. The Notes so purchased will be delivered via book-entries through the Clearing System and their depository banks against payment of the issue price therefor.

Costs and Expenses Relating to the Purchase of Notes

The Issuer will not charge any costs, expenses or taxes directly to any investor in connection with the Notes. Investors must, however, inform themselves about any costs, expenses or taxes in connection

with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.

Listing and Admission to Trading of the Notes

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market. The Luxembourg Stock Exchange's Regulated Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments, as amended.

Clearing System and Security Codes

The Notes will be accepted for clearance through:

Clearstream Banking, société anonyme
42 Avenue JF Kennedy
1855 Luxembourg
The Grand Duchy of Luxembourg

and

Euroclear Bank SA/NV
1 Boulevard du Roi Albert II
1210 Brussels
Kingdom of Belgium

The Notes have the following securities codes:

International Securities Identification Number (ISIN)XS1346695437
Common Code.....134669543
German Securities Identification Number (WKN).....A169L5

Ratings of the Issuer and the Notes

On issue, the Notes are expected to be rated BBB by S&P.¹ At the date of this Prospectus, the Issuer has a long-term corporate rating of BBB assigned by S&P. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. At the date of this Prospectus, S&P is established in the European Union, registered under the CRA Regulation and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

Indication of Yield

The Notes shall bear interest on their principal amount. The yield is calculated in accordance with the ICMA (*International Capital Markets Association*) Method.

The Notes shall bear interest at the rate of 2.125 per cent. *per annum* from (and including) 12 April 2016 to (but excluding) their Maturity Date. Interest shall be payable annually in arrears on 12 April and the first payment of interest shall be made on 12 April 2017.

¹ S&P is established in the European Community and is registered under the CRA Regulation.

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

DOCUMENTS INCORPORATED BY REFERENCE

The pages set out in the "Table of documents incorporated by reference" below, which are extracted from the audited consolidated annual reports of alstria office REIT-AG as of and for the fiscal years ending 31 December 2015 and 31 December 2014 shall be deemed to be incorporated by reference in, and to form part of, this Prospectus. The aforementioned documents have been published and filed with the CSSF.

The pages which are extracted from the audited consolidated annual reports of alstria office REIT-AG as of and for the fiscal years ending 31 December 2015 and 31 December 2014 consist of the audited consolidated financial statements (prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to section 315a paragraph 1 of the German Commercial Code (*Handelsgesetzbuch*)) as of and for the fiscal years ended 31 December 2015 and 31 December 2014 of the Issuer, in each case including the respective independent auditor's report thereon.

Any information not incorporated by reference into this Prospectus but contained in one of the documents mentioned as source documents in the crossreference list below is either not relevant for the investor or covered in another part of this Prospectus.

The Issuer will provide, without charge, upon written or oral request, a copy of any or all of the documents incorporated herein by reference. Requests for such documents should be directed to the Issuer at its registered office set out at the end of this Prospectus.

Table of documents incorporated by reference:

(1)	Audited consolidated financial statements of alstria office REIT-AG as of and for the fiscal year ended 31 December 2015 (IFRS)	
	Consolidated Statement of Financial Position.....	pages 50 to 51
	Consolidated Income Statement.....	page 48
	Consolidated Statement of Comprehensive Income.....	page 49
	Consolidated Statement of Cash Flows.....	pages 52 to 53
	Consolidated Statement of Changes in Equity	pages 54 to 55
	Notes on the Consolidated Interim Financial Statements.....	pages 56 to 145
	Independent Auditor's Report ¹	Pages 147 to 148
(2)	Audited consolidated financial statements of alstria office REIT-AG as of and for the fiscal year ended 31 December 2014 (IFRS)	
	Consolidated Statement of Financial Position.....	pages 46 to 47
	Consolidated Income Statement.....	page 44
	Consolidated Statement of Comprehensive Income.....	page 45
	Consolidated Statement of Cash Flows.....	pages 48 to 49
	Consolidated Statement of Changes in Equity	page 50

¹ The Independent Auditor's Reports (*Bestätigungsvermerke*) have been issued in accordance with Section 322 of the German Commercial Code (*Handelsgesetzbuch*) in German language on the German version of the respective consolidated financial statements of alstria office REIT-AG and the respective Group management reports (*Konzernlageberichte*). The Group management reports are not incorporated by reference in this Prospectus.

Notes on the Consolidated Financial Statements	pages 51 to 122
Independent Auditor's Report ¹	pages 124 to 125

¹ The Independent Auditor's Reports (*Bestätigungsvermerke*) have been issued in accordance with Section 322 of the German Commercial Code (*Handelsgesetzbuch*) in German language on the German version of the respective consolidated financial statements of alstria office REIT-AG and the respective Group management reports (*Konzernlageberichte*). The Group management reports are not incorporated by reference in this Prospectus.

NAMES AND ADDRESS

ISSUER

alstria office REIT-AG

Bäckerbreitergang 75
20355 Hamburg
Germany

PRINCIPAL PAYING AGENT

**BNP Paribas Securities Services,
Luxembourg Branch**
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg
Luxembourg

GERMAN PAYING AGENT

**BNP Paribas Securities Services,
Zweigniederlassung Frankfurt**
Europa-Allee 12
60327 Frankfurt am Main
Germany

CALCULATION AGENT AND LISTING AGENT

**BNP Paribas Securities Services,
Luxembourg Branch**
60, avenue J.F. Kennedy–Luxembourg
2085 Luxembourg
Luxembourg

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London E14 5JP
United Kingdom

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29, boulevard Haussmann
75009 Paris
France

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1 Finsbury Avenue
London EC2M 2PP
United Kingdom

UniCredit Bank AG

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Germany

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