

Börsenzulassungsprospekt vom 27. Juni 2002



BAWAG Capital Finance (Jersey) II Limited
Jersey Islands

begeben unter einem Support Agreement durch

Bank für Arbeit und Wirtschaft Aktiengesellschaft
Wien, Österreich

Börsenzulassungsprospekt

Für die Zulassung der

6.000.000 Stück

7,125% Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares
von 2002 (die "Vorzugszertifikate")

- Emissionspreis: EUR 25,- je Vorzugszertifikat-

- WKN 860 096 -

nach § 40a BörsG zum Amtlichen Handel an der Frankfurter Wertpapierbörse.

Inhalt

- **Offering Circular vom 25. Juni 2002**
- **Satzung der BAWAG Capital Finance (Jersey) II Limited
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BAWAG Capital Finance (Jersey) II Limited

(Incorporated with limited liability under the laws of Jersey)

6,000,000

Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares

**having the benefit of a support agreement entered into
with Bank für Arbeit und Wirtschaft Aktiengesellschaft**

(Incorporated in the Republic of Austria)

Issue Price: €25 per Preference Share

6,000,000 Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares with a liquidation preference of €25 each (the "Preference Shares") are proposed to be issued by BAWAG Capital Finance (Jersey) II Limited (the "Issuer") on 27 June 2002 (the "Closing Date"). The holders of the Preference Shares will have the benefit of a support agreement entered into between the Issuer and Bank für Arbeit und Wirtschaft Aktiengesellschaft ("BAWAG"), as further described in "Support Agreement" herein. The Preference Shares will entitle holders to receive (subject to the limitations described in "Description of the Preference Shares") non-cumulative preferential cash dividends accruing from the date of issue and payable quarterly in arrear on 27 September, 27 December, 27 March and 27 June in each year (each a "Dividend Date") at a rate of 7.125 per cent. per annum commencing on 27 September 2002.

The Preference Shares are redeemable at the option of the Issuer, subject to the prior consent of BAWAG, (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by the issue of other capital of at least equivalent quality (*Kapital gleicher oder besserer Qualität*) or having applied for and been granted consent by the Austrian Financial Market Authority (the "*Finanzmarktaufsicht*" or "*FMA*"), in whole but not in part, at €25 per Preference Share plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period on 27 September 2007 (the "Optional Redemption Date") or any Dividend Date falling thereafter and, for taxation reasons or capital reasons, in whole but not in part at any time, subject as described in "Description of the Preference Shares". In the event of the winding-up of the Issuer or the liquidation, dissolution or winding-up of BAWAG, holders of Preference Shares will be entitled to receive for each Preference Share a liquidation preference of €25 plus accrued and unpaid dividends for the then current Dividend Period (as defined in "Description of the Preference Shares") to the date of payment, subject as described in "Description of the Preference Shares".

Application has been made to list the Preference Shares on the official market of Deutsche Börse AG (the "Frankfurt Stock Exchange") and on the Official Segment of the stock market of Euronext Amsterdam N.V. ("Euronext Amsterdam"). This offering circular constitutes a prospectus for the purposes of the listing and issuing rules of Euronext Amsterdam.

**Deutsche Bank AG London
BCP Investimento**

**Merrill Lynch International
BNP Paribas**

UBS Warburg

The date of this Offering Circular is 25 June 2002.

A copy of this Offering Circular has been delivered to the Jersey Registrar of Companies in accordance with Article 6 of the Companies (General Provisions) (Jersey) Order 1992, and he has given, and has not withdrawn, his consent to its circulation.

The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 to the issue by the Issuer of the Preference Shares.

It must be distinctly understood that in giving these consents, neither the Jersey Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

The Issuer confirms that, to the best of its knowledge and belief, after having made all reasonable inquiries, this Offering Circular contains all information with regard to the Issuer and the Preference Shares which is material to the issue of the Preference Shares, that such information is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Offering Circular on the part of the Issuer are honestly held and that there are no other facts the omission of which makes any such information or the expression of any such opinion or intention misleading in any material respect. The Issuer accepts responsibility accordingly.

BAWAG confirms that, to the best of its knowledge and belief, after having made all reasonable inquiries, this Offering Circular contains all information with regard to the Issuer, BAWAG and its subsidiaries and affiliates (the "Group") and the Preference Shares which is material to the issue of such Preference Shares, that the information contained in this Offering Circular is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Offering Circular are honestly held and that there are no other facts the omission of which makes this Offering Circular as a whole or any such information or the expression of any such opinion or intention misleading in any material respect. BAWAG accepts responsibility accordingly.

No person has been authorised to give information or to make any representation other than those contained in this document and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer, BAWAG, Deutsche Bank AG London or Merrill Lynch International. Neither the delivery of this document nor any subscription, sale or purchase made in connection herewith shall, in any circumstances, create any implication that there has been no change in the affairs of the Issuer or BAWAG or the Group since the date hereof.

Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their residence and domicile for the acquisition, holding or disposition of Preference Shares and any foreign exchange restrictions that might be relevant to them. This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, BAWAG, Deutsche Bank AG London or Merrill Lynch International to subscribe for or purchase any of the Preference Shares.

Investors should satisfy themselves that they understand all the risks associated with making investments in the nature of the Preference Shares. If a prospective investor is in any doubt whatsoever as to the risks involved in investing in the Preference Shares, he or she should consult his or her professional advisers.

The distribution of this document and the offering of the Preference Shares in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer, BAWAG, Deutsche Bank AG London and Merrill Lynch International to inform themselves about, and to observe any such restrictions.

Preference Shares may not be offered or sold, directly or indirectly, and this Offering Circular may not be distributed in any jurisdiction, except in accordance with the legal requirements applicable in that jurisdiction. In particular, the Preference Shares have not been and will not be registered under the Securities Act of 1933 as amended (the "Securities Act"). Subject to certain exceptions, the Preference Shares may not be offered, sold or delivered within the United States or to U.S. persons.

A further description of certain restrictions on the offering and sale of the Preference Shares and on the distribution of this document is given under "Subscription and Sale" below.

This document may not be distributed to any individuals or legal entities in The Netherlands other than to individuals or legal entities who or which trade in securities in the conduct of their profession or trade, which include banks, securities intermediaries, insurance companies, pension funds, other institutional investors and commercial enterprises which, as an ancillary activity, regularly invest or trade in securities.

The Preference Shares are only suitable for financially sophisticated investors who are capable of evaluating the risks involved in investing in the Preference Shares.

Unless otherwise specified or the context requires, references to “euro”, “EUR” and “€” are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended from time to time.

In connection with this issue, Deutsche Bank AG London (the “Stabilising Manager”) (or any duly appointed person acting for the Stabilising Manager) may over-allot or effect transactions which stabilise or maintain the market price of the Preference Shares at a level which might not otherwise prevail for a limited period. However, there is no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time.

Documents Incorporated by Reference

The articles of association of the Issuer are incorporated in, and form part of, this Offering Circular.

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SUMMARY

The following summary is qualified in its entirety by the more detailed information and financial statements included elsewhere in this Offering Circular.

Issuer	BAWAG Capital Finance (Jersey) II Limited, an indirect wholly owned subsidiary of BAWAG incorporated in Jersey and organised under the Companies (Jersey) Law 1991.
Ultimate Parent	Bank für Arbeit und Wirtschaft Aktiengesellschaft
Issue Size	€150,000,000
Issue Details	6,000,000 Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares each with a liquidation preference of €25 (the “Liquidation Preference”). The Preference Shares will constitute regulatory hybrid capital for the purposes of sections 24(2) No.5 and 6 of the Austrian Banking Act (Bankwesengesetz).
Dividends	Subject to Jersey law and as provided in the Issuer’s Articles of Association, non-cumulative dividends will be payable, whether or not declared by the Board of Directors of the Issuer, quarterly in arrear on 27 September, 27 December, 27 March and 27 June in each year commencing on 27 September 2002 (each a “Dividend Date”), as more fully described in “Description of the Preference Shares” below. Dividends for each Dividend Period will accrue at a fixed rate per annum of 7.125 per cent., all as more fully described in “Description of the Preference Shares”. The amount of dividend that accrues in respect of any Dividend Period or any period of less than a Dividend Period will be computed on the basis of the number of days in the relevant period, from and including the date from which the dividend begins to accrue to but excluding the date on which it falls due divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the relevant period is the 31st day of a month but the first day of the relevant period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the relevant period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)). No dividend shall fall to be paid in the circumstances in which BAWAG would not be obliged to make a payment under the Support Agreement (see “Restrictions on Payments” below). If no dividend falls to be paid by the Issuer in respect of any Dividend Period, rights to such dividends shall lapse.
Support Agreement	<p>The Issuer and the holders of the Preference Shares will have the benefit of a support agreement entered into as a deed poll between BAWAG and the Issuer in respect of the obligations of the Issuer under the Preference Shares (the “Support Agreement”).</p> <p>The Support Agreement is intended to provide for dividend, redemption and liquidation rights equivalent to those which would attach to the Preference Shares if issued directly by BAWAG and to oblige BAWAG to make funds available to the Issuer to meet its payment obligations under the Preference Shares.</p>
Restrictions on Payments	

BAWAG will not be obliged to make any payment in respect of dividends under the Support Agreement in any calendar year:

- (a) to the extent that such payment, together with the amount of:
 - (i) any dividends (including any Additional Amounts, as defined in “Description of the Preference Shares”, in respect thereof) previously paid by the Issuer in respect of the Preference Shares in the then current fiscal year;
 - (ii) any dividends previously paid on, or payments made to holders in respect of, Dividend Parity Securities (as defined in “Description of the Preference Shares”) in the then current fiscal year; and
 - (iii) any dividends proposed to be paid on, or payments proposed to be made to holders in respect of, Dividend Parity Securities in the then current calendar quarter,

would exceed “Distributable Funds” (as defined in “Description of the Preference Shares”) in relation to BAWAG for the prior fiscal year; or

- (b) even if Distributable Funds are sufficient, to the extent that, in accordance with applicable Austrian banking regulations affecting banks which fail to meet their capital ratios on a consolidated basis, BAWAG would be limited in making payments on preferred or preference shares issued by it ranking *pari passu* as to participation in profits with BAWAG’s obligations under the Support Agreement.

In the event that the payments described above cannot be made in full by reason of any such limitation, such payments will be made pro rata in the proportion that the amount available for payment bears to the full amount that would have been payable but for such limitation.

For the text of the Support Agreement, see “Support Agreement”.

The above restrictions are imposed *mutatis mutandis* on payments by the Issuer of dividends in respect of the Preference Shares: see “Description of the Preference Shares”.

If no payment is made in respect of a dividend by BAWAG under the Support Agreement pursuant to the foregoing provisions, the entitlement of the holders of Preference Shares to enforce payment by BAWAG to the Issuer shall lapse, and no payment in respect of any missed or reduced dividend need be made at any time by the Issuer or by BAWAG in such circumstances.

If a dividend is not paid (in whole or in part) on the Preference Shares by the Issuer, no dividend or other distribution (including repurchases or other redemptions of common shares) may be made by BAWAG in respect of its common shares or other securities issued by BAWAG or any subsidiary of BAWAG and entitled to the benefit of a support agreement or guarantee and ranking junior to or *pari passu* with the Preference Shares until such time as payment of dividends in respect of the Preference Shares is resumed.

The Preference Shares ordinarily will rank senior to the Issuer’s ordinary shares as to payment of dividends. However, in the event that dividends do not fall to be paid in relation to a Dividend Period on the Preference Shares, all amounts received by the Issuer in relation to

such Dividend Period may be distributed as dividends to the holder of the Issuer's ordinary shares instead of being paid to the holders of the Preference Shares.

Withholding Tax and Additional Amounts	The Issuer will pay such additional amounts to each holder of the Preference Shares as may be necessary in order that every net payment in respect of the Preference Shares, after withholding for any taxes imposed by Jersey or Austria, upon or as a result of such payment, will not be less than the amount otherwise required to be paid, subject to the exceptions described in "Description of the Preference Shares". The obligations of the Issuer to pay any such additional amounts are described more fully in "Description of the Preference Shares".
Optional Redemption	The Preference Shares are redeemable at the option of the Issuer, subject to the prior consent of BAWAG (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (<i>Kapital gleicher oder besserer Qualität</i>) or having applied for and been granted consent by the <i>Finanzmarktaufsicht</i> , in whole but not in part, at the Liquidation Preference plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period (subject to Jersey Law and the Issuer's Articles of Association) on the Optional Redemption Date or any Dividend Date falling thereafter.
Redemption for Tax Reasons and Capital Reasons	In addition, the Preference Shares are redeemable at the option of the Issuer at any time, subject to the prior consent of BAWAG (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (<i>Kapital gleicher oder besserer Qualität</i>) or having applied for and been granted consent by the <i>Finanzmarktaufsicht</i>), in whole but not in part, at the Liquidation Preference plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period up to the Specified Redemption Date (as defined in "Description of the Preference Shares"), if (i) the Issuer is or would be required to pay Additional Amounts (as described in "Description of the Preference Shares") in respect of payments due on the Preference Shares; or (ii) if the <i>Finanzmarktaufsicht</i> determines and announces that, or as a result of a change in law or regulation or the interpretation thereof, the Preference Shares no longer qualify as Core Capital (<i>Kernkapital</i>) (as defined in "Description of the Preference Shares") of BAWAG for Austrian banking capital adequacy purposes on a consolidated basis.
Rights upon Liquidation	<p>In the event of the winding-up of the Issuer, holders of Preference Shares will be entitled to receive for each such Preference Share the Liquidation Distribution (as defined in "Description of the Preference Shares") subject to Jersey law and as provided in the Issuer's Articles of Association.</p> <p>Notwithstanding the availability of sufficient assets of the Issuer to pay any Liquidation Distribution to the holders of the Preference Shares as aforesaid, if, at the time such Liquidation Distribution is to be paid, proceedings are pending or have been commenced for the voluntary or involuntary liquidation, dissolution or winding-up of BAWAG, the Liquidation Distribution paid to holders of Preference</p>

Shares shall not exceed the amount per share that would have been paid as the Liquidation Distribution from the assets of BAWAG (after payment in full in accordance with Austrian law of all creditors of BAWAG, including holders of its subordinated debt but excluding holders of any liability expressed to rank *pari passu* with or junior to the obligations of BAWAG under the Support Agreement) had the Preference Shares been issued by BAWAG and ranked (i) junior to all liabilities of BAWAG (other than any liability expressed to rank *pari passu* with or junior to the obligations of BAWAG under the Support Agreement), (ii) *pari passu* with all securities of BAWAG expressed to rank *pari passu* with the Preference Shares and (iii) senior to BAWAG's common shares. In the event of liquidation, dissolution or winding-up of BAWAG, the Board of Directors of the Issuer shall convene an Extraordinary General Meeting of the Issuer for the purpose of proposing a Special Resolution to place the Issuer in voluntary liquidation and in these circumstances the amount per share payable by the Issuer as liquidation distribution to holders of Preference Shares in the event of a winding-up of the Issuer will be as described above. BAWAG has undertaken in the Support Agreement that, so long as any of the Preference Shares is outstanding, unless BAWAG itself is in liquidation, BAWAG will not permit, or take any action to cause, the winding-up of the Issuer.

Voting Rights

Holders of the Preference Shares will not be entitled to vote at any general meeting of shareholders of the Issuer except in certain limited circumstances. Holders of the Preference Shares, together with the holders of any other preferred or preference shares of the Issuer having the right to vote for the election of Directors in such circumstances, are entitled to elect two additional Directors to the Issuer's Board of Directors if dividends have not been paid (in whole or in part) for any four consecutive Dividend Periods. Such additional Directors must vacate their office if dividend payments are resumed by the Issuer in full. For a more detailed description see "Description of the Preference Shares".

Form of the Shares

The Preference Shares will be issued in registered form. On the Closing Date, a single share certificate representing the Preference Shares will be registered in the name of and deposited with Clearstream Banking Aktiengesellschaft, Frankfurt am Main ("Clearstream Banking Frankfurt"). The Preference Shares will also be eligible for clearing and settlement in Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg"). For so long as the Preference Shares are deposited and registered as described above, book-entry interests in the Preference Shares will be shown on, and transfers thereof will be effected only through, records maintained by Clearstream Banking Frankfurt.

If any or all of Clearstream Banking Frankfurt, Euroclear and/or Clearstream, Luxembourg announces an intention permanently to cease business and the Issuer is unable to locate a qualified successor within 60 days of receiving notice of, or becoming aware of, such intention, the number of Preference Shares corresponding to each holder's book-entry interest in the Preference Shares represented by the initial share certificate will be transferred to each holder of

Preference Shares, and each such holder will be registered as a holder of the Preference Shares in the register of members maintained by the Issuer, and receive a share certificate made out in its name. Other than in the circumstances referred to in this paragraph, definitive share certificates will not be available to holders of the Preference Shares.

Ratings

On issue, the Preference Shares are expected to be assigned an A2 rating by Moody's Investors Service Inc. ⁽¹⁾ A rating is not a recommendation to buy, sell or hold securities or shares and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Governing law

The Preference Shares will be governed by and construed in accordance with the law of Jersey. The Support Agreement will be governed by and construed in accordance with English law save that the provisions concerning the ranking of the Support Agreement and those provisions described under "Restrictions on Payments" above will be governed by and construed in accordance with Austrian law.

Listing

Application has been made for listing of the Preference Shares on Euronext Amsterdam and the Frankfurt Stock Exchange.

⁽¹⁾ "A" Bonds and preferred stock which are rated A possess many favorable investment attributes and are to be considered as upper-medium-grade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment some time in the future. Moody's applies numerical modifiers 1, 2, and 3 in each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

SUMMARY FINANCIAL INFORMATION

Subject as provided below, the following summary financial information has been extracted from the published consolidated audited financial statements of BAWAG for the years ended 31 December 2001 and 31 December 2000.

Balance Sheet

	31 December 2001 (consolidated) (audited)	31 December 2000 (consolidated) (audited)
<i>(millions of euro)</i>		
Cash in hand, balances with central banks	1,022	543
Loans and advances to banks	5,391	5,041
Loans and advances to customers	25,347	24,409
Risk provisions for loans and advances	(688)	(694)
Trading Assets	105	1,761
Other current financial assets	10,916	10,330
Financial Investment	3,757	2,991
Intangible assets	343	349
Tangible fixed assets	443	479
Other assets	1,306	526
Total Assets	47,942	45,735
Amounts owed to banks	7,030	7,051
Amounts owed to customers	26,066	23,151
Debt evidenced by certificates	10,276	10,877
Provisions	979	1,033
Other liabilities	895	1,000
Subordinated and supplementary capital	1,256	1,325
Minority interests	284	270
Equity	1,156	1,028
Total Liabilities..	47,942	45,735

Income Statement

	31 December 2001 (consolidated) (audited)	31 December 2000 (consolidated) (audited)
	<i>(millions of euro)</i>	
Interest and similar income	2,453.4	1,291.0
Interest payable and similar expense	(1,827.4)	(889.3)
Net interest income	626	401.7
Loan loss provisions	(121.3)	(75.4)
Commission income	215	94.4
Commission expense	(35.5)	(11.1)
Net commission income	179.5	83.3
Trading result	33.6	(28.7)
Administrative expenses	(578.8)	(294.4)
Other operating results	(7.6)	23.2
Extraordinary profit		
Profit for the year before tax	131.4	109.7
Taxes on income and revenue	(20.9)	(22.7)
Profit for the year	110.5	87
Minority interest	(20.5)	(4.2)
Group profit for the year	90.0	82.8

USE OF PROCEEDS

The net proceeds of the issue, which are expected to amount to approximately €147,000,000 (after deduction of fees and commissions), will be used for general corporate purposes of the Group and to strengthen the Group's capital base.

THE ISSUER

History

The Issuer was incorporated in Jersey on 21 May 2002 (registered number 83188) for an unlimited duration and with limited liability under the laws of Jersey.

The registered office of the Issuer is 22 Grenville Street, St Helier, Jersey JE4 8PX. The Issuer has no place of business in Austria.

Business

The Issuer is an indirect wholly-owned subsidiary of BAWAG and its sole purpose is the issue of the Preference Shares.

As is stated on page 2 of this Offering Circular, the issue of the Preference Shares requires the consent of the Jersey Financial Services Commission under the Control of Borrowing (Jersey) Order 1958, which consent has been obtained. This consent is subject to conditions which must be complied with on an ongoing basis. The Jersey Financial Services Commission is protected by the Borrowing (Control) (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that Law.

Share Capital

- (a) The existing issued ordinary shares of the Issuer are not listed on Euronext Amsterdam or on the Frankfurt Stock Exchange or on any other stock exchange and are not dealt on any other recognised market.
- (b) The Issuer was established with an authorised share capital of €16,500 consisting of 16,500 shares of par value €1 each, which were subsequently designated as ordinary shares. Its authorised share capital was increased by special resolution to €210,000,000 consisting of 35,000,000 ordinary shares of par value €1 each and 7,000,000 Preference Shares of a par value of €25 each. 100 shares were issued and fully paid following incorporation of the Issuer and designated ordinary shares on 25 June 2002. Save as described, there has been no subsequent change in the share capital of the Issuer.
- (c) The holders of the ordinary shares in the Issuer have no rights of pre-emption or preferential subscription rights in respect of the Preference Shares.
- (d) No capital of the Issuer is under option or is agreed conditionally or unconditionally to be put under option.

Indebtedness

Since the date of its incorporation, the Issuer has not had outstanding any loan capital and has not incurred any other borrowings or indebtedness in the nature of borrowings and has had no contingent liabilities or granted any guarantees.

Directors

- (a) The Directors of the Issuer and their principal activities outside the Issuer are as follows:

<u>Name</u>	<u>Function in the Issuer</u>	<u>Principal Activity Outside the Issuer</u>
Declan Hallissey	Executive Director	Director and company secretary of BAWAG International Finance Limited
Nicola Davies	Executive Director	Advocate, partner of Mourant du Feu & Jeune, director of Mourant & Co. Limited
Richard Gough	Executive Director	Corporate Administrator, associate director of Mourant & Co. Limited

- (b) The Directors do not, and it is not proposed that they will, have service contracts with the Issuer. No Director has entered into any transaction on behalf of the Issuer which is or was unusual in its nature or conditions or is or was significant to the business of the Issuer since its incorporation.

No Director or any connected person has any interest, whether or not held by a third party, in the share capital of the Issuer.

At the date of this document there were no loans granted or guarantees provided by the Issuer to any Director of the Issuer.

Nicola Davies is a partner of Mourant du Feu & Jeune, the legal adviser to the Issuer as to matters of Jersey law and of the Mourant Group, the ultimate owner of Mourant & Co. Limited, to which fees are payable for providing corporate administration services to the Issuer, including provision of a secretary through its subsidiary company, Mourant & Co. Secretaries Limited. Richard Gough is an employee of the Mourant Group and an associate director of Mourant & Co. Limited.

(c) As at the date of this document, the Directors have not received any remuneration for the provision of their services to the Issuer.

(d) The Articles of Association of the Issuer provide that:

Subject to the provisions of the Law, any Director of the Issuer may be counted in the quorum present at any meeting at which any proposed arrangement or contract in which he or she is interested is considered and, subject to the Articles of Association, may vote on any proposal, arrangement or contract in which he is materially interested provided he has disclosed the nature of his interest in it prior to its consideration and any vote thereon, provided however that notwithstanding the above, no Director of the Issuer may vote or be counted in the quorum in relation to any proposal, arrangement or contract in which he is materially interested, save where the Director's interest is by virtue of either (i) an interest in shares or other securities of the Issuer or (ii) the giving of a security, guarantee or indemnity in relation to either any money lent by the Director at the request of or for the benefit of the Issuer, any indebtedness of the Issuer for which the Director has assumed responsibility, any issue of shares in which the Director may be entitled to participate, any contract with another company in which the Director is interested (unless the Director has a holding of more than 1 per cent.), the adoption by the Issuer of any employee scheme in which the Director may benefit, or the purchase of insurance for the Director against any liability.

The remuneration of the Directors shall from time to time be determined by the Issuer in general meeting.

Subject to the provisions of the Articles of Association, a Director shall hold office until such time as he is removed from office by an ordinary resolution of the Issuer in general meeting.

For purposes of the Issuer's Articles of Association, "Law" means the Companies (Jersey) Law, 1991.

Secretary

The Secretary of the Issuer is Mourant & Co. Secretaries Limited of 22 Grenville Street, St. Helier Jersey JE4 8PX.

General

- (a) Since 21 May 2002, the date upon which the Issuer was incorporated, there has been no significant change in the trading or financial position of the Issuer.
- (b) KPMG of 45, The Esplanade, St Helier, Jersey JE4 8WG have been appointed as auditors to the Issuer.
- (c) No accounts have been prepared for the Issuer nor have any dividends been declared or paid since the date of the Issuer's incorporation.
- (d) No transactions have occurred since incorporation of the Issuer other than (i) the allotment of the shares described under "Share Capital" and (ii) the execution of the Subscription Agreement and the Agency Agreement described in this Offering Circular and of a Corporate Administration Agreement dated 25 June 2002 and made between the Issuer, BAWAG and Mourant & Co. Limited.
- (e) There are no legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the incorporation of the Issuer a significant effect on the financial position of the Issuer.

CAPITALISATION OF THE BAWAG/P.S.K.GROUP

The following table sets out the audited consolidated capitalisation of the Group as at 31 December 2001 and 2000:

	As at 31 December 2001	As at 31 December 2000
	<i>(millions of euro)</i>	
Capitalisation		
Share capital	125	125
Capital reserves	30	30
Profit reserves	1,001	873
Capital and reserves	1,156	1,028
Minority interests	284	270
Total supplementary capital	479	559
Total subordinated liabilities	777	766
Total Capitalisation ⁽¹⁾	2,696	2,623
Capital Adequacy		
Core Capital	1,254.2	1,177.7
Tier 2 Capital	1,029.6	903.8
Liability Reserves (according to §23 Austrian Banking Act)	(18.2)	(26.2)
Eligible Equity	2,265.6	2,055.3
Tier 3 Capital	212.0	370.7
Total Equity (eligible equity and Tier 3 Capital)	2,477.6	2,426.0
Total risk weighted assets and off balance sheet items	22,219.3	19,048.4
Core Capital ratio (%)	5.64	6.18
Total Capital ratio (%)	10.2	10.79
Total equity (eligible equity and Tier 3 Capital)	2,477.6	2,426.0
Distributable Funds	679	661

Note:

(1) There has been no material change in the capitalisation of the Group since 31 December 2001.

BANK FÜR ARBEIT UND WIRTSCHAFT AKTIENGESELLSCHAFT

Overview

BAWAG/P.S.K. Group is one of the leading full-service banking groups in Austria and is Austria's third largest banking group in terms of total assets. The Group offers a full range of banking services with an emphasis on the retail business. It maintains current accounts, holds savings deposits, distributes investment products, grants loans to individuals, corporations and federal and local authorities, operates an e-banking system for private and corporate customers and issues letters of credit and guarantees. It also provides money transfer and foreign exchange services, forward currency facilities and buyer and supplier credits for Austrian exports. The Group is also active in the domestic money and capital markets. It offers investment management and advisory services and acts as a broker for different exchanges and OTC-markets. In Austria, the Group has a combined market share in savings deposit of 12.3 per cent. and in customer loans of 9.1 per cent. with a 1.2 million strong customer base.

The Group comprises principally two different entities: Bank für Arbeit und Wirtschaft Aktiengesellschaft ("BAWAG") and Österreichische Postsparkasse Aktiengesellschaft ("P.S.K."). On 17 August 2000, BAWAG acquired from Österreichische Industrieholding AG 74.82 per cent. of the share capital of P.S.K.

The main focus of the Group's business is on the domestic market using a branch network covering the whole of Austria. BAWAG's international business is focused on the emerging markets of Central and Eastern Europe, particularly the Czech Republic, Slovakia, Hungary and Slovenia. In January 2002 BAWAG acquired 100 per cent. of Istrobanka, the ninth largest Slovakian bank in terms of total assets. BAWAG also holds a 10.38 per cent. share in Magyar Kőrkereskedelmi Bank (Hungarian Foreign Trade Bank) ("MKB") in Hungary and an 8 per cent. share in Interbanka, Prague, the Czech Republic. Additionally, the Group runs a joint representative office in Ljubljana, Slovenia and has representative offices in Hong Kong and a subsidiary in Dublin, Ireland.

As of 31 December 2001, the Group had consolidated total assets of €47.9 billion, an increase of 4.8 per cent. from €45.7 billion as of 31 December 2000. Prior to the acquisition of P.S.K, total assets of BAWAG for the year ended 31 December 2000 amounted to €22.3 billion and for P.S.K. the amount was €21.5 billion. The Group's operating profit for the year ended 31 December 2001 was €260 million. During 2001 the Group employed an average of 5,116 people, a decrease of 57 from the previous year's aggregate average.

BAWAG and P.S.K are both incorporated as joint-stock companies in the Republic of Austria. BAWAG's headquarters are in the political municipality of Vienna. BAWAG is registered in the commercial register under the number FN107053g. BAWAG's head office is at Seitzergasse 2-4, A-1010 Vienna, Austria. P.S.K. is registered in the commercial register under the number FN158442d, its head office is at Georg Coch-Platz 2, A-1018 Vienna, Austria.

The objects of the Group cover all types of banking business. The Group's constitutional documents permit the establishment of other corporations, the acquisition of existing corporations and the holding of participations or interests in corporations. The Group is authorised to provide all kinds of business and services to achieve its business objectives.

At the date of this Offering Circular, the Group's authorised and issued share capital is €125,000,000 divided into 1,575,000 bearer shares, all of which are subscribed and fully paid. 53.57 per cent. of BAWAG's shares are held by the Österreichischer Gewerkschaftsbund ("Austrian Federation of Trade Unions") and 46.43 per cent. are held by Bayerische Landesbank Girozentrale Munich, Germany.

The Group's principal subsidiaries are discussed in greater detail below.

History of BAWAG

BAWAG was founded as the “Arbeiterbank” on 22 June 1922 by Dr. Karl Renner, State Chancellor of the First Republic and Federal President of the Second Republic of Austria. It was founded as the trade unions’ bank with the aim of providing banking facilities to working people. BAWAG’s long relationship with the trade unions has provided it with a stable shareholder base.

In 1934, BAWAG was forced to liquidate for political reasons. It re-opened in March 1947 and in 1963 was re-named the “Bank für Arbeit und Wirtschaft”. In 1979, an amendment to the Austrian Banking Act allowed the establishment of branches triggering extensive expansion in the following years. In 1995, Bayerische Landesbank Girozentrale acquired a 46.43 per cent. stake in BAWAG and became a strategic partner.

History of P.S.K.

The postal savings service was established on 12 January 1883 and conducted by the “k.k.Postsparcassen-Amt”. It was the “Staatssparcasse” (state savings bank) in the Austrian territory of the Austro-Hungarian Empire. It is one of the world’s oldest post office savings institutions.

On 14 May 1997, in preparation for its privatisation, Österreichische Postsparkasse, was transformed from a public-law institution into a joint-stock company by universal succession. On 30 October 1998 (with retroactive effect from 1 January 1998) the personal customer business and all branches of the former Bank der Österreichischen Postsparkasse AG were merged with P.S.K. The rest of P.S.K. including the commercial business segment was transferred to the newly founded P.S.K. Bank GmbH.

Strategy

The Group’s main strategy is to concentrate on its core banking business by offering a wide range of banking products for its retail and commercial clients and by offering an extensive range of financial services through its subsidiaries and strategic co-operations. Austria will remain the core market for the Group. Within Austria the Group intends to concentrate on its retail business with the aim of increasing market share. Outside Austria the Bank intends to continue to build a primary market in Central and Eastern Europe as well as develop its international loan portfolio.

The Group’s strategy is to grow the business organically by using its own funds rather than looking to its shareholders for capital increases. It aims to keep its costs low whilst broadening its customer base and exploiting new technologies.

Acquisition and Integration of P.S.K.

Österreichische Postsparkasse Aktiengesellschaft is a post-office savings institution which was formerly owned by the Republic of Austria. In 1997, a decision was made to privatise P.S.K. and on 16 August 2000 the state holding company of P.S.K. agreed to sell 74.82 per cent. of the share capital of P.S.K. to BAWAG for a consideration of €0.96 billion. In November 2000 the acquisition was approved by the European Commission (“Fusionskontrolle”) as well as by the Austrian banking authorities. The acquisition became effective on 1 December 2000.

BAWAG’s stake in P.S.K. amounts to 74.82 per cent. The remaining 25.18 per cent. of P.S.K.’s share capital is held by KSP Unternehmensbeteiligungsgesellschaft m.b.H., Vienna, which is owned by Bayerische Landesbank (43 per cent.), Refco Group Ltd. (34 per cent.), Österreichischer Gewerkschaftsbund (17 per cent.) and by Reisebüro Ruefa (6 per cent.).

On 1 October 2001, the Group was restructured by the spin-off of P.S.K.’s Treasury and Banking Distribution divisions, which were taken over by BAWAG by way of universal succession made retrospective to 31 December 2000. Prior to this transaction, P.S.K. Bank was also merged with P.S.K. as of 31 December 2000. As a consequence of this spin-off, competences are now clearly staked out and tasks are performed centrally for the whole group. The corporate business of the Group will be concentrated within BAWAG, which also houses the Group’s treasury department, the internal staff units and the IT department. The Public Sector and Institutional Customers customer segments will be serviced by P.S.K., mainly because of its expertise in the field of payment transactions.

The acquisition has given BAWAG greater coverage in rural Austria and complemented its own retail focus which has historically been based in urban areas.

Acquisition of Istrobanka

On 21 January 2002 BAWAG signed an agreement to purchase 100 per cent. of the share capital of Istrobanka, a.s. from Slovenska poisťovňa and the City of Bratislava, which owned 82 per cent. and 18 per cent. respectively of the share capital of Istrobanka. The purchase price was 2,200 million Slovakian Koruna (approximately €51 million). This was approximately double the book value of the equity capital as per IAS or 1.3 times the book value according to the accounts as per local standards as at 31 December 2000. In addition, BAWAG subscribed for additional shares issued by Istrobanka for a consideration of €25.8 million.

Istrobanka was founded as a subsidiary of the largest Slovakian insurance company, the state owned Slovenska poisťovňa, in September 1992. It is the ninth-largest of 23 banks in Slovakia. As of 31 December 2001 the balance sheet total amounted to €590 million.

Istrobanka operates 36 branches in Slovakia, 8 of which are in Bratislava, and has 728 employees. Istrobanka holds a full-bank license and an unlimited mortgage bank license. The products and services offered by Istrobanka range from mortgage financing through export financing and servicing large investment projects to the sale of insurance products. Istrobanka is also one of the leading providers of electronic banking services in Slovakia. The focus of the bank is providing services for small and medium-sized businesses and retail banking for private persons and the self-employed.

The strategy of the Group is to increase the domestic market share of Istrobanka, especially in the retail sector and in public-sector business as well as in infrastructure financing.

Foundation of a joint payment transactions subsidiary

On 29 April 2002, the Group reached an understanding with Bank Austria Creditanstalt Group and the Erste Bank/Sparkassen Group to found a joint company for the processing of domestic and international payment transactions. The executive organs of the three banking groups will now need to approve the proposal. If this proposal is taken forward then, amongst other things, EU authorisation may be required. It is envisaged that other Austrian banks may join the venture at a later date. The intention is for the joint processing of payment transactions to be carried out completely separately from the banking business, products and activities of each of the individual banking groups.

Currently P.S.K is the leading provider of payment transfer services in Austria with a market share of more than 30 per cent. Based on a feasibility study carried out by the three banking groups, it is estimated that the planned processing company would (based on current figures) process approximately 1.2 billion transactions per year and would have some 1,500 employees. The company would be active at two locations in Vienna, and would have field offices in Linz, Graz and Innsbruck.

Selected Balance Sheet Data

The following table shows certain audited balance sheet data of the Group on a consolidated basis as of 31 December 2001 and 31 December 2000.

	31 December 2001	31 December 2000
	<i>(millions of euro)</i>	
Balance sheet total	47,942	45,735
Loans and advances to credit institutions	5,391	5,041
Loans and advances to customers	25,347	24,409
Amounts owed to credit institutions	7,030	7,051
Amounts owed to customers	26,066	23,151
Own funds according to the Austrian Banking Act	2,478	2,426
Capital and disclosed reserves	1,156	1,028

Branch Network

The Group runs the largest (in terms of outlets), centrally managed financial services network in Austria. The Group operates its business through an extensive branch network. As of 31 December 2001, the Group had 166 branches and exclusive access to 2,300 post offices in Austria. All the former P.S.K. branches have been either transformed into BAWAG branches or integrated into already existing BAWAG branches.

The head offices of BAWAG and P.S.K. are both in Vienna and BAWAG has a substantial number of other branches within Vienna. The Group's coverage of the remainder of Austria is divided into regions: Lower Austria, Upper Austria, Salzburg, Tyrol, Vorarlberg, Burgenland, Styria and Carinthia. These regions are divided into three groups and specific board members of the Group are assigned responsibility for the various regions.

The Group has a long term contract with the Österreichische Post AG ("ÖPAG") running through to 2012, whereby the Group currently has exclusive access to 2,300 post offices in Austria, where it can distribute its products. 118 P.S.K. financial advisory centres set up within the post offices provide professional assistance with banking matters. The Group plans to extend this network further, so that during the course of 2002 the number of financial advisory centres will be increased to 200.

The majority of the Group's branches operate as full service branches providing a complete range of the Group's retail products and services, as well as commercial services. Those branches which are not full service branches offer, as a minimum, payment services. Stemming from its history as a bank closely associated with the unions in Austria, the Group also appoints employee representatives who sell products and attract new customers within the workplace. All employee representatives have the full support of the Group's branches.

The Group's customers can also make use of ATMs (automated teller machines). As at 31 December 2001, the Group operated 471 ATMs. BAWAG and P.S.K. have also expanded into direct banking (such as e-banking and telephone banking) as a way of complementing its branch network.

Retail

From its foundation, BAWAG has concentrated on providing banking services to the domestic market and introduced the concept of banking to a large proportion of Austrian workers through its association with its trade union shareholders. Reflecting the Group's ownership structure and distribution network, the retail banking business and transactions with small and medium-sized enterprises has always been a core business. In the last few years, the Group has increased its market share in this area (as detailed below in *Salary Accounts, Savings Accounts and Private Loans*). Services and products are mainly supplied through 3 major distribution channels, the branch offices, the post offices and the mobile distribution network, but e-banking is increasingly playing a more prominent role. Geographically BAWAG's focus has historically been concentrated in the urban areas of Austria such as Vienna, Linz or Graz. Through the acquisition of P.S.K. the Group gained access to the rural areas of Austria through its exclusive arrangements with 2,300 post offices. At 31 December 2001, the Group had approximately 1.2 million retail customers.

The Group offers a full range of retail banking services and products through its extensive branch network and through its subsidiaries and co-operations. These include salary accounts, savings accounts, securities accounts, private loans and credit cards.

Salary Accounts

This is the most important feature of the Group's retail business and combined with other forms of current account, such as the pensioner's account, a key service instrument for retail customers. It is a prerequisite for many other BAWAG services and products that customers maintain a salary account with the Group. Interest rates on salary accounts are floating rate and withdrawals may be made on demand. As at 31 December 2001 more than 980,000 customers held a BAWAG or P.S.K. salary account.

Savings Accounts

Savings accounts have been a very important product for BAWAG since its incorporation and the Austrian-style savings book (*Sparbuch*) remains popular in Austria. Interest rates on savings accounts are fixed rate, the rate being dependent upon the term of the deposit. In addition, BAWAG has developed the “*Kapitalsparbuch*”, a savings account product where the rate of interest increases in each year that the account is held. As at 31 December 2001, the volume of savings deposits amounted to €16.34 billion which is equivalent to a growth in market share by 0.41 per cent. to 12.28 per cent. within the course of one year.

In October 2001 the Group introduced the “Eurobest” savings book, the first joint savings product at BAWAG and P.S.K. The total amounts deposited through the “Eurobest” savings books in the year 2001 amounted to €560 million. From 1 January 2002 to 13 May 2002 a further €507 million was deposited.

Private Loans

The Group offers a wide variety of loans from standardised private loans to overdraft facilities. Total loan volume increased by about 11 per cent. in the year 2001 to €2.93 billion from €2.64 billion in the year 2000. The number of new loans increased in the year 2001 by more than a fifth compared with the previous year, and their volume rose by 36 per cent. One of the Group’s most successful and popular products is the personal cash-delivery loan (*Barzustellungskredit* or *BZK*). Employee representatives arrange these loans which are delivered in cash by the post-network. The amount of each loan is measured against an individual’s monthly income and the applicant must have their salary account with the Group. Services in relation to the existing traditional “Kreditkoffer” loan package of P.S.K. were extended, so that the number of personal loans extended via the post offices increased by 5.5 per cent. from €7.8 million in the year 2000 to €10.3 million in the year 2001. The Group’s market share of loans extended to retail clients increased from 0.14 per cent. to 5.82 per cent. for the year 2001.

Credit Cards

The Group operates two kinds of credit card the BAWAG branded Mastercard and non-branded Mastercards and Visacards. As of 31 December 2001 the Group had issued 231,155 credit cards. The BAWAG branded cards can also be used as an electronic purse for cashless payment and customers are also given Maestro Cards with which to withdraw cash from their BAWAG accounts at ATMs.

As at 31 December 2001, the Group maintained private customer deposits of €16.34 billion and had loans and advances outstanding to private individuals amounting to €4.05 billion.

Investment Products

The Group distributes investment products both through its branch network as well as through post offices. The product range comprises proprietary products of BAWAG such as bonds and structured notes which are usually capital guaranteed as well as mutual funds of BAWAG P.S.K. Invest and others. BAWAG also participates in the underwriting of securities transactions. Furthermore for corporate clients and institutional investors the Group places bonds on a private placement basis. These bonds are normally structured products.

Direct Banking

The Group offers direct banking services under several brands. Private e-banking and Sofa Banking offer BAWAG and P.S.K. customers respectively, flexibility and security on a 24 hour basis. The private e-banking package includes internet banking, direct broker and mobile banking via SMS or mobile internet through WAP.

Since 2000, P.S.K. has offered its customers the possibility of settling their daily invoices swiftly and safely via the internet, independent of their banking connection. The internet site is an innovative service especially designed for companies with high payment transaction volumes, such as energy suppliers, telecommunication providers, insurance companies or mail order houses. P.S.K. acts as clearing house for the payment transactions between the individual companies and their customers. As at 31 December 2001, more than 71,000 customers had registered with the internet site. Since April 2001, users registered with the internet site have also been able to pay their taxes via the “Steuern Online” platform.

Additionally easybank AG, a direct BAWAG subsidiary, is Austria's only direct bank offering a service range equal to that of a large bank. easybank was founded as a 100 per cent. subsidiary of BAWAG in autumn 1996 and began trading on 1 January 1997. easybank operations are managed as a branch of BAWAG therefore minimising costs. Since 1999 easybank has reported positive figures. The dual brand strategy has been successful. As of 31 December 2001, easybank had more than 70,000 customers. Only 5 per cent. of easybank's customers have transferred from BAWAG or are customers of both institutions. All customers of easybank are entitled to use the BAWAG branch network.

Each of the brands offer identical products and services (with the exception of a call centre which is provided to easybank customers) but are targeted at different market segments. The BAWAG and P.S.K. brands are aimed at the Group's traditional retail market segment whereas the easybank brand has been targeted at the higher end of the retail market in terms of both income and/or education. The easybank brand is also targeted at a group known as "early innovators" who are customers with enhanced financial service requirements.

BAWAG has also launched other banking services exploiting new mobile telephone technologies such as SMS banking and WAP banking.

Corporate

The Group offers a wide range of products and services to the corporate banking sector with its customers being primarily small and medium sized enterprises ("SMEs"). In addition, BAWAG's relationship with Bayerische Landesbank Girozentrale enables it to service larger corporate customers, particularly through loan syndication.

The Group offers both account and payment services to its corporate customers. These services are primarily provided through the Group's branch network. A large proportion of this work is carried out in Vienna, but some of the larger branch offices, for example Graz (which currently employs about 170 people), can service many of the requirements of the Group's corporate clients.

The Group's market share for loans and advance to corporates increased between December 2001 and March 2002 by 0.52 per cent. to 8.78 per cent. On a year-to-year comparison of the total volumes this represented an increase of more than 20 per cent.

After the integration of P.S.K., the Group saw a growing number of corporate accounts maintained with BAWAG and P.S.K. The services offered by the two institutions are largely perceived as complementary. In 2001, the volumes of new foreign currency loans, one-off loans and borrowings on current accounts rose by an average of 30 per cent. Custom-tailored financing schemes such as the "Gewerbemilliarde" business programme and special loan offerings such as the "Liquiditätsoffensive", which is targeted at small companies, has increased the Group's market shares in business with small and medium-sized enterprises.

The Group also manages investment funds, administering 64 securities funds with a total volume of €4,022 billion as of 31 December 2001. BAWAG offers corporate finance services, risk management services, merger and acquisition consultancy services and operates venture capital funds strategically aimed at small businesses.

The management of the key accounts is centralised within BAWAG. The range of products and services offered has been extended as a consequence of P.S.K.'s payment transfer products.

Public Sector/Institutional Customers

The Group participates in public sector financing in particular in conjunction with European Union development loans. In the past it has also granted loans to the Federal Government through special companies and to public sector companies such as the Austrian railways. In addition, through the acquisition of P.S.K., the Group has been able to strengthen this sector, especially by funding municipalities.

Following the reorganisation of the Group, P.S.K. is responsible for the servicing of institutional customers, such as social insurance institutions, chambers promoting the interests of a particular trade or commerce, charitable and church organisations, and public sector. This is due to P.S.K.'s operational strength in payment transactions and also because P.S.K. had a larger number of existing customer contacts in this sector.

International

In addition to using existing close contacts with correspondent banks worldwide, the Group has developed and increased its international business through its co-operation with Bayerische Landesbank Girozentrale, Munich. The Group has placed emphasis on promoting business in its neighbouring Central European countries, in particular in Slovenia, Hungary, Slovakia and the Czech Republic. As part of this strategy, the Group recently acquired 100 per cent. of Istrobanka a.s., a Slovakian bank. The goal of the Group is to increase the domestic market share of Istrobanka especially in the retail sector and in the public sector businesses as well as in infrastructure financing.

Additionally the Group holds a 10.38 per cent. share in Magyar Külkereskedelmi Bank (Hungarian Foreign Trade Bank) ("MKB") in Budapest, Hungary and an 8 per cent. share in Interbanka, Prague, Czech Republic. Bayerische Landesbank holds a majority share in both of these institutions. In Hungary, an "Austrian Desk" has been set up at MKB and in Slovenia, a joint representative office for the Group and Bayerische Landesbank has been established in Ljubljana.

With its representative office in Hong Kong, the Group has connections within East Asia and participates in syndications for financial institutions. The Group also has a subsidiary at the International Financial Services Centre in Dublin.

Principal Subsidiaries

Through its principal subsidiaries, the Group complements its core retail and corporate banking services.

Österreichische Verkehrskreditbank AG ("ÖVKB")

ÖVKB was founded in 1969 and in 1999 BAWAG acquired the 51 per cent. majority stake belonging to the Austrian Federal Railways. The Group now holds 100 per cent. of the share capital of ÖVKB. In the past few years ÖVKB has increased its market share in several niches (such as at railway and underground stations) due to its product range which mainly comprises standardised, competitively priced products (deferred freight payment, factoring, foreign currency transactions).

ÖVKB's lending business primarily focuses on providing funds for the public sector. Using railway stations as locations for the bank's branch offices is an important aspect of ÖVKB's retail business.

BAWAG Wohnbaubank AG

The Group owns 100 per cent. of the share capital of BAWAG Wohnbaubank AG. Since its establishment in 1995, this company has issued over €350 million in tax-privileged convertible bonds which are made available primarily to non-profit making property developers for the construction of affordable housing for dependent employees.

LandesBausparkassen AG

The Group owns a 32.5 per cent. stake in LandesBausparkasse AG ("LBA"). As at 31 December 2001 LBA had a balance sheet total of over €445 million, approximately 180,000 customers and a market share of production within Austria of about 7 per cent. Since September 1999, when BAWAG acquired a stake in LBA, its market share of new contracts has increased and this continued in 2001, when the Group began to sell LBA's products via the post offices, which will constitute the basis for a further consolidation of LBA's market position. The building society function complements the Group's core retail business.

BAWAG-Versicherung AG

BAWAG-Versicherung AG sells insurance policies at a retail level focusing primarily on life insurance. As at 31 December 2001, it administrated 178,000 policies with a total insurance volume of over €2.1 billion. As part of its insurance business, the Group has formed an affiliation with Allianz Elementar

Versicherungs AG (“Allianz Elementar”) (which owns 25.1 per cent. of BAWAG-Versicherung AG). Allianz Elementar’s sales force sell BAWAG products, in particular loans. In return the Group sells Allianz Elementar products which do not compete with its own products through its branch network. Most of the Allianz Elementar sales force operate on a commission basis and so this broader distribution is achieved at a lower cost.

Postversicherung

Similar to BAWAG Versicherung AG, Postversicherung AG, a joint subsidiary of ÖPAG Österreichische Post AG and P.S.K., mainly operates in the life insurance sector and sells products serving as a basis for retirement provisions as well as residual loan debt life insurance policies as part of P.S.K.’s “Kreditkoffer” loan package. Postversicherung AG, was incorporated in 1995, and sells its products via the post offices. As at 31 December 2001 it had sold premiums totalling €48 million and was administering around 72,000 policies with an overall insurance volume of €867 million.

BAWAG P.S.K. Invest GmbH

BAWAG P.S.K. Invest Gesellschaft m.b.H is a 100 per cent. -owned fund management service founded by the merger of BAWAG-Invest Ges.m.b.H. with P.S.K Invest Kapitalanlagegesellschaft m.b.H. in August 2001. It currently manages 67 different investment fund products with a total volume of €4 billion.

BAWAG P.S.K. Leasing G.m.b.H.

BAWAG P.S.K. Leasing Gesellschaft m.b.H. is a 100 per cent. -owned subsidiary offering retail-level leasing services for cars, real estate or office equipment. It was formed in the middle of 2001 by integration of the motor vehicle and mobile equipment leasing division of P.S.K. Leasing GmbH into BAWAG Leasing Gesellschaft m.b.H. It also offers more specialised leasing services for corporate customers and BAWAG has established a number of property management companies in connection with its leasing business. After the merger, the leasing groups’ consolidated leasing volume amounted to approximately €980 million. The BAWAG P.S.K. Leasing Group ranks among the top 4 companies in terms of market share of the real estate and automotive segments of the Austrian leasing market. Currently, about 130 employees are managing more than 40,000 leasing contracts.

Sparda Bank AG

Sparda Bank Aktiengesellschaft is a highly specialised banking subsidiary offering account, savings and loan facilities to Austria’s railway employees. It has no separate branches and operates through the main BAWAG branches. For the financial year ended 31 December 2001 Sparda Bank increased the volume of saving deposits by 8 per cent. to €87 million and the balance sheet total by 8 per cent. to €143 million.

REFCO

In 1999, BAWAG acquired a 10 per cent. stake (consisting of 4.9 per cent. voting shares and 5.1 per cent. non-voting shares) in the REFCO group, one of the major US prime brokers globally active in the cash market, the foreign currency sector and in securities trading. This co-operation provides the Group with access to an international customer base and enables it to extend its product range for its asset management customers.

Funding Sources

At 31 December 2001, the Group had €16.3 billion of savings deposits, €9.7 billion of other deposits comprising deposits from public authorities, enterprises and private customers, and had raised €11.53 billion from issuing BAWAG bonds. BAWAG’s deposits are mainly from the retail sector, in particular from the savings books.

BAWAG issues bonds to both corporate and retail customers. Bonds are sold through the branch network and through the BAWAG internet site. In June 2000, BAWAG established a €3,000,000,000 Debt Issuance Programme to assist it with securities offerings. On 23 June 2001, this was increased to €5,000,000,000. BAWAG also structures particular issues for its corporate clients. All issues are managed from BAWAG’s head office in Vienna and the Treasury department can monitor and evaluate BAWAG’s

hedging position at any time. As of 31 December 2001, 96 per cent. of all loans, advances and securities to non banks were refinanced through primary deposits. BAWAG's favourable customer funding structure through primary deposits including domestic retail targeted issues minimises its reliance on more volatile and expensive interbank markets.

The following table illustrates the Group's levels of deposits by source:

	31 December 2001	31 December 2000
	<i>(millions of euro)</i>	
Savings deposits	16,337	15,128
Other deposits	9,729	8,023
Own issues	11,532	12,202
Primary Deposits	37,598	35,353
Total Assets	47,942	45,735
Primary Deposits as a percentage of total assets	78%	77%
Primary Deposits as a percentage of loans, advances and securities (non-banks)	96%	96%

Asset Concentration, Credit Approval and Monitoring

The following table sets out in percentage terms the Group's concentration of assets by business sector as of 31 December 2001:

Business Sector	31 December 2001
Public administration	28.43%
Banking and other financial institutions	21.51%
Private customers	12.55%
Real estate	10.10%
Services	7.30%
Industrial	5.39%
Transport	4.96%
Utilities.. .. .	3.08%
Trade	2.88%
Others	3.72%

The Group's policy is to take collateral for the majority of its loans and advances. The Group reviews this security at least once a year as part of its credit monitoring procedure (as described below). The Group has created a standardised procedure relating to loan approval in the retail and corporate sector. Credit risk is monitored on an individual loan basis.

In the retail sector the Group uses two different distribution channels (BAWAG via branches, P.S.K. via post offices). The Group has standard loan application forms which can be used in every outlet and via the internet. The Group will undertake various credit checks using information supplied by the customer and databases available to Austrian banks. Depending on the size of the loan and the collateral being offered, loan approval may be granted by the individual branch manager. Applications for larger BAWAG loans and applications for all P.S.K. loans are administered at BAWAG's head office in Vienna.

Corporate customers may apply to their particular branch or directly to the head office in Vienna for loans. They must present specific financial data and qualitative information. This information is analysed by the Group's risk departments. The rating for each applicant on a scale of 1 to 8 is given or checked by the risk department where 1 represents the lowest risk of default (sovereign entities) and 8 the highest risk of default where the Group must make suitable provisions in its accounts. The rating system is currently adapted to the requirements of Basel II. Each individual rating assignment or credit approval is subject to

an independent review or approval by a risk unit. For larger loans, the approval of the Management Board or the Supervisory Board may be required. In the monitoring process each customer is reviewed at least once a year. Doubtful loans are reviewed quarterly to determine any possible need for provisioning.

The following table sets out Group's 10 largest single entity credit exposures. The table identifies each borrower by its relevant industry sector as at 31 December 2001:

Business Sector of Entity	31 December 2001
	<i>(millions of euro)</i>
Public Sector	6,252.6
Telecommunications	1,451.9
Industry	890.4
Transportation	502.3
Transportation	470.8
Real Estate	320.1
Telecommunications	305.2
Industry	259.0
Public Sector	255.5
Real Estate	239.0

Approach to provisioning and loan loss experience

The Group's guidelines for provisioning are conservative in that loans are considered non-performing when the Group considers that it is unlikely that it will be able to recover a loan. Non-payment is followed up by letters giving customers an opportunity to discuss the situation with the Group or reschedule debt where appropriate. Collection of smaller debts is dealt with internally and larger debts are referred to external lawyers.

When provisioning for loan losses, the Group must follow statutory guidelines. The following table describes the risk categories and sets out BAWAG's (not the Group's) loans by risk category as of 31 December 2001 and 2000:

	31 December 2001	31 December 2000
a) Without apparent risk of loss	31,991	23,800
Percentage audited	58	57
b) Watch list	2,054	498
Percentage audited	68	62
c) Doubtful (losses are expected)	679	500
Percentage audited	40	62
d) Bad debt	188	130
Percentage audited	45	17
Total a – d	34,913	24,928

(Loans and advances to credit institutions and to customers, debt securities and other fixed-income securities pursuant to section 22(4) of the Austrian Banking Act (*Bankwesengesetz*) ("BWG") in conjunction with appendix 1 to Section 22 BWG weighted off balance sheet transactions)

Description of categories:

a) *Without apparent risk of loss:*

All parts of loans to customers for which the above categories b, c and d risk do not apply. Although credit risk is generally present in these loans, they are individually not particularly risky.

b) *Watch list:*

These loans are not in immediate danger of default but require intensive monitoring due to one or more of the following circumstances:

- lack of disclosure of the economic situation for loans without sufficient collateral
- obvious worsened economic development
- insufficient equity of the borrower
- mismatch between risk and collateral
- material worsening of the earnings situation of the borrower
- material drop in sales
- late payments by the borrower
- worsening of the general situation within an economic sector

Specific information is available which suggests that it is necessary to monitor the loan relationship over the long term. The loan should not necessarily be regarded as doubtful.

c) *Doubtful (losses are expected):*

A loan is regarded as doubtful when the interest and principal are either completely or partially at risk. This is based upon at least reasonable doubt as to the collectibility of the loan. For this reason, a reserve has been established to cover at least part of the balance.

d) *Bad debt:*

In this category loan loss is certain, therefore these loans have been either entirely or partially written off.

The following table illustrates the status and development of loan loss provisions for BAWAG as of 31 December 2001 and 2000:

	Loan Balance		Allowance		Net earnings charge	
	31 December 2001	31 December 2000	31 December 2001	31 December 2000	31 December 2001	31 December 2000
	<i>(millions of euro)</i>					
Commercial	563.1	554.8	281.4	282.7	(88.0)	(34.2)
Retail	143.0	138.8	114.4	111.1	(8.6)	(18.6)
Country risk.. ..	16.4	15.4	10.1	9.4	(0.6)	(1.8)
Total	722.5	709.0	405.9	403.2	(97.2)	(54.6)

BAWAG, as a participant in a syndicated loan to Kirch Pay-TV, has a potential exposure to the Kirch Pay-TV Group, which has filed for insolvency. The maximum amount of BAWAG's exposure to the Kirch Pay-TV Group is estimated to be around €128 mn.

Although BAWAG has not made individual provisions in respect of this potential exposure, management believes that BAWAG is adequately positioned in respect of this exposure. This is due to a combination of the collateral that has been taken for the loan, which includes a pledge over the shares of various companies in the Kirch Pay-TV Group, the shares and the equipment of Beta-Digital (satellite

uplink and “multiplexing” of Free-TV and Pay TV channels in Europe) and the Pay-TV film library and through the allocation of BAWAG’s general provisions to any exposure which may arise in respect of the Kirch Pay-TV Group.

Risk Management Policies

Market risks for the Group, such as foreign exchange and securities risks and interest rate risks, are monitored by a three member group which has been operating since 1997. This group operates using an internally produced Value-at-Risk model approved pursuant to the Austrian Banking Act by the Austrian National Bank in line with EU regulations.

Value-at-Risk is the maximum statistical loss that the Bank must expect at a certain confidence level from holding a position for a specific period of time. The Group’s model is based on a 99 per cent. confidence level and a holding period of 10 days. Unexpected market movements can have a great impact on the value of a trading position and result in significant losses or gains. Consequently, in addition to this statistical Value-at-Risk method, the Group also performs daily back testing and stress testing of the Bank’s liquidity, interest rate and foreign exchange positions.

The “Market risk controlling – Banking book” department comprising of five members is responsible for the methodology to be applied for risk content measurement as well as for monitoring compliance with the established interest rate, volatility, spread and currency risks of the whole bank.

The interest rate risks related to the banking book are illustrated as present value loss risk (loss in fair value according to IAS), on the one hand, and as net interest income risk, on the other, by simulating different scenarios. The resulting reports form the basis for the work of the asset/liability committee (ALCO), the decision-making body with regard to all banking business options concerning interest rate, currency and liquidity issues.

The Group’s risk control department is entirely independent from the Bank’s Treasury Department and reports to the Managing and Supervisory Boards.

Credit risk is monitored using the Bank’s customer rating system referred to under credit approval above.

Asset and Liability Management

The ALM group, consisting of three persons within the Group’s Risk Management Department, produces asset/liability management information that is used by the Management and Supervisory Boards as well as the Treasury. The Asset/Liability Management Committee (ALCO) meets twice a month to discuss and approve specific strategies, which are implemented by the Treasury. The ALCO consists of members of the managing board and other senior officers of the bank.

The following table shows the maturity structure (in millions of Euro) of the Group’s loans and assets as of 31 December 2001 and 31 December 2000

	Repayable on demand	Up to 3 months	From 3 months to 1 year	From 1 year to 5 years	Over 5 years	Total
Loans and advances to credit institutions 2001 ..	1,686	1,483	1,037	843	342	5,391
Loans and advances to credit institutions 2000 ..	1,065	1,228	687	1,379	682	5,041
Loans and advances to customers 2001	3,718	1,951	2,918	7,676	9,084	25,347
Loans and advances to customers 2000	3,353	2,797	3,097	6,309	8,853	24,409
Amounts owed to credit institutions 2001 ..	1,974	3,452	1,041	52	511	7,030
Amounts owed to credit institutions 2000 ..	1,521	3,120	1,681	1	728	7,051

The following table shows the regional diversification of the Group's loans and advances to credit institutions as of 31 December 2001 and 31 December 2000

	<u>31 December 2001</u>	<u>31 December 2000</u>
	<i>(millions of euro)</i>	
Austria	693	2,273
International	4,698	2,768
Western Europe	3,840	2,011
Middle and Eastern Europe	403	382
North America	192	158
Latin America	10	10
Others	253	207
Total	<u>5,391</u>	<u>5,041</u>

The following table shows the regional diversification of the Group's loans and advances to customers as of 31 December 2001 and 31 December 2000

	<u>31 December 2001</u>	<u>31 December 2000</u>
	<i>(millions of euro)</i>	
Austria	21,707	20,652
International	3,640	3,757
Western Europe	2,631	2,934
Middle and Eastern Europe	387	314
North America	412	289
Latin America	32	48
Others	178	172
Total	<u>25,347</u>	<u>24,409</u>

Legal and Antitrust Proceedings

BAWAG and P.S.K. and other large Austrian banks are party to proceedings before the European Commission. The complaints communicated to date by the Directorate-General IV/Competition allege that these financial institutions infringed European law by fixing interest rates, prices and other terms through the so-called "Lombard Club" and other private meetings. Management believes that it is likely that a fine will be imposed by the Commission on the Group but the Group has made adequate provision for this and management believes that this is unlikely to have any material effect on the Group.

Information Technology

The Group provides IT-services to its clients and customers in particular, the private and business e-banking services in the electronic payment sector. Following the acquisition of P.S.K. the systems of BAWAG and P.S.K. are being consolidated to ensure that potential synergies are fully exploited. The systems of the Treasury Department have been successfully integrated and efforts are now being directed towards a unified operational IT-platform spanning all business lines.

Management and Employees

The Group has a two-tier board comprising of an Aufsichtsrat (Supervisory Board) and a Vorstand (Management Board). The day-to-day management of the Group is vested in the Management Board which meets every two weeks. The Supervisory Board meets every quarter and certain actions of the Management Board require the approval of the Supervisory Board.

The members of the Supervisory Board and the members of the Management Board, their positions and, where significant, their principal activities outside the Group as of the date of this Offering Circular are as follows:

Managing Board

Name	Position	Principal Activities outside BAWAG
Helmut Elsner	CEO and Chairman of the Managing Board	President of Verband Österreichischer Banken und Bankiers, Deputy Chairman of the Supervisory Board of Allianz Pensionskasse AG, Member of the Supervisory Boards of Austrian Airlines Österreichische Luftverkehrs AG, Investkredit Bank AG, Österr. Kontrollbank AG, Österreichische National Bank and Wiener Staatsoper
Christian Büttner	Member of the Managing Board	Chairman of the Supervisory Board of "GO ASIA" Invest Holding AG, Deputy Chairman of the Supervisory Board of OPEL Bank G.m.b.H., Member of Supervisory Board of Magyar Külkereskedelmi Bank, Member of Supervisory Board of Wiener Börse AG
Hubert Kreuch	Member of the Managing Board	Deputy Chairman of the Supervisory Boards of Gemeinnützige Wohn- und Siedlungsgen Ennstal reg G.m.b.H., GWB NORD-OST Gemeinnützige Wohnbau- und Baubetreuungsgesellschaft m.b.H., Kapital-Beteiligungs AG and NEUE HEIMAT Gemeinnützige Wohnungs-und Siedlungsges m.b.H., Chairman of the Supervisory Board of LBA LandesBausparkasse AG
Josef Schwarzecker	Member of the Managing Board	Deputy Chairman of the Supervisory Board of A.P.E.F. Beteiligungen AG, Member of Supervisory Board of ATV Privat-TV Services AG
Johann Zwettler	Member of the Managing Board	Chairman of the Supervisory Board of A.P.E.F. Beteiligungen AG, Deputy Chairman of the Supervisory Boards of GEWOG Neues Heim Gemeinnützige Wohnungsges.m.b.H, Ruefa Reisen AG and Steyrmühl Papierfabriks- und Verlags AG, Member of the Supervisory Board of WED Wiener Entwicklungsgesellschaft für den Donauraum AG

Supervisory Board

Name	Position	Principal Activities outside BAWAG
Günter Weninger	Chairman	Deputy President of the Austrian Federation of Unions, Vienna
Alfred H. Lehner	Deputy Chairman	Chairman of the Managing Board of Bayerische Landesbank GZ, Munich, retired
Eduard Aschenbrenner	Member	Chief Secretary Local Government Employees Union, Vienna
Günther Chaloupek	Member	Head of the Department for Economics of the Vienna Chamber of Labour
Kurt Falthäuser	Member	Bavarian State Minister of Finance, Munich
Erich Foglar	Member	Central Secretary Union of Metal and Textile Workers, Vienna
Albert Hochleitner	Member	Chief Executive Officer of Siemens AG Österreich, Vienna
Peter Kahn	Member	Deputy Chairman of the Managing Board of Bayerische Landesbank GZ, Munich
Rudolf Kaske	Member	Chairman Union for Hotel, Catering, and Personal Services, Vienna
Siegfried Naser	Member	Managing President of the Bavarian Savings Banks and Giro Centre Association, Munich
Werner Strohmayer	Member	Member of the Managing Board of Bayerische Landesbank, Munich
Walter Sumetsberger	Member	Central Secretary Union for Postal and Telecommunications Workers, Vienna
Peter Stattmann	Member	Regional Managing Director for Lower Austria Union of Private Sector Employees, Vienna
Josef Tumberger	Member	Provincial Secretary, Federal Deputy Chairman Construction and Timber Union, Vienna
Dietrich Wolf	Member	Member of the Managing Board of Bayerische Landesbank GZ, Munich
Walter Zwiauer	Member	Deputy Chairman Union of Private Sector Employees, Vienna
Ingrid Streibel-Zarfl	Employee Representative	
Gerd Grünauer	Employee Representative	
Brigitte Jakobovits	Employee Representative	
Heinrich Kuen	Employee Representative	

Name	Position	Principal Activities outside BAWAG
Rudolf Leeb	Employee Representative	
Georg Matej	Employee Representative	
Beatrix Pröll	Employee Representative	
Josef Singer	Employee Representative	

The address of each of the members of the Managing Board and the Supervisory Board is Bank für Arbeit und Wirtschaft Aktiengesellschaft, Seitzergasse 2-4, A-1010 Vienna, Austria.

At 31 December 2001, BAWAG employed 5,274 people. The BAWAG team is relatively young with an average age of 38.8 and the average length of service is over 13.1 years. BAWAG operates an in-house training programme and financial advisers have been appointed to train staff at major branch offices.

Auditors

The independent auditors of BAWAG are KPMG Austria GmbH Wirtschaftsprüfungs und Steuerberatungsgesellschaft, Kolingasse 19, A-1090 Vienna. They have audited the non-consolidated financial statements of BAWAG for the years ended 31 December 2001, 2000, 1999 and the consolidated financial statements of the Group for the year ended 2001 and have issued an unqualified audit certificate on each of these financial statements.

THE AUSTRIAN BANKING SYSTEM

Overview

As at 31 December 2001, the Austrian banking industry consisted of 907 independent banks with a total of 4,546 branches. The structure of Austria's banking system is characterised by a large number of small institutions, a smaller number of medium to large banks and no major bank of international scale.

The industry can be split into the following "sectors":

	Total assets
	<i>(in euro billion)</i>
Savings banks	203.2
Commercial banks	129.3
Raiffeisen (rural co-operatives)	125.8
Mortgage banks	35.8
Volkbanken (trade co-operatives)	29.4
Specialised banks	45.3
Building Societies	19.1
	587.9

Changes in banking practice generally, and in Austrian banking legislation specifically, have contributed to an erosion of the original distinctions between the sectors. Today, commercial banks, savings banks and co-operative banks all engage in substantially similar business; however, each has different business policies.

Membership of the European Union

Austria joined the European Economic Area ("EEA") in January 1994 and became a member of the EU on 1 January 1995. Membership of the EEA entailed the adoption of and implementation by Austria of most of the EU directives, which has resulted in significant changes to Austrian banking law and accounting rules as Austrian laws have been harmonised with EU directives.

The legal framework of the banking system was reformed in 1993 with the passing of the *Bankwesengesetz 1993* (the "Banking Act") which was part of the *Finanzmarktanpassungsgesetz 1993* ("Financial Markets Harmonisation Act"). The Financial Markets Harmonisation Act was passed to bring Austrian law into compliance with the EEA treaty and EU banking directives. The Banking Act implements 11 EU directives and five EU recommendations. In August 1996, an amendment to the Banking Act was made, bringing Austrian law into compliance with EU directives on large exposures, deposit guarantee, consolidation, supervision and reporting.

A further amendment to the Banking Act, which, among other things, implements the EU Investment Services Directive and the EU Capital Adequacy Directive, was enacted on 30 December 1996. The amendment consisted of the new Securities Supervision Act as well as amendments to the Banking Act, the Stock Exchange Act and the Austrian Insolvency Law, and had various effective dates up to 1 January 1999.

Further amendments of the Banking Act followed. The most recent amendment was enacted in 2001 by the *Finanzmarktaufsichtsgesetz* ("Financial Market Supervision Act") which provided for a new Financial Market Authority (*Finanzmarktaufsicht* or "FMA") and had various effective dates up to 1 April 2002.

Regulation and Supervision

The structure of the regulation and supervision of the Austrian banking system is set forth in a number of statutes, including the Banking Act, the National Bank Act 1984 and the Mortgage Bond Act 1927, each as amended.

The Banking Act contains most of the essential regulations for “credit institutions”, as banks are designated. In addition to setting out capital adequacy rules, the Banking Act imposes various other requirements, restrictions and regulations on Austrian banks, including reporting and liquidity requirements, restrictions on participations and large exposures, and regulations regarding internal controls and internal audits, deposit guarantees, money laundering and customer protection.

The National Bank Act 1984 regulates the position of the Austrian National Bank in the system of European Central Banks, while the Mortgage Bond Act 1927 governs bonds backed by mortgages.

Under the Banking Act, regulation and supervision of Austrian banks and of the branches of foreign banks in Austria is the responsibility of the FMA assisted by the Austria National Bank. The FMA may take a variety of actions under the Banking Act to supervise banks on a comprehensive basis. In order to enable the FMA to fulfil his obligations, banks must, among other things, prepare monthly preliminary balance sheets and quarterly profit and loss statements, and submit annual audit reports.

Federal Ministry of Finance

The Federal Ministry of Finance (the “Ministry of Finance”) is headed by the Federal Minister of Finance (the “Minister of Finance”), who is a member of the Federal Government. The Ministry of Finance, in the person of the Minister of Finance, monitors compliance with the Banking Act and other relevant legislation by the FMA.

Financial Market Authority

Since April 2002 all supervisory tasks and resources have been transferred from the Federal Ministry of Finance (supervision of banking, insurance and pension funds) and the former Austrian Securities Authority (securities supervision) to the FMA. The FMA monitors compliance with the Banking Act and other relevant legislation and regulations by Austrian banks and financial institutions, both at home and abroad, and by foreign banks operating in Austria. In accordance with the Banking Act, credit and financial institutions organised in and regulated by the authorities of EEA Member States are subject to regulation and supervision by their home state and not by Austria. With respect to activities in Austria, some regulations of the Banking Act must be observed.

The European Central Bank and the Austrian National Bank

Since 1 January 1999, responsibility for the monetary and currency policy of all the states participating in the third stage of European economic and monetary union, including Austria, rests with the European Central Bank. The governor of the Austrian National Bank is a member of the council of the European Central Bank.

In addition to its functions within the European System of Central Banks, the Austrian National Bank reviews reports filed by banks and makes recommendations to the Ministry of Finance. Detailed foreign currency statistics concerning the foreign currency position of all Austrian banks are compiled by the Austrian National Bank and provide it with an indication of the business volume of all large Austrian banks. Austria’s detailed information reporting requirements act as a form of regulator mechanism since the figures in these reports and the information provided by the banks must be consistent and compiled in accordance with the rules and regulations of the Austrian National Bank.

The Austrian National Bank continuously evaluates the status of Austrian banks as part of the banking supervision regime provided for in the Banking Act.

Capital Adequacy Requirements

Under Austrian risk-based capital adequacy rules, which are based on EU law, each bank must maintain a ratio (the “Solvency Ratio”) of at least 8 per cent. The Solvency Ratio is the ratio of Qualifying Capital (“Own Funds”, as explained below) to risk-adjusted assets and certain off-balance sheet items (as explained below).

For purposes of calculation of the Solvency Ratio, the Banking Act defines “Qualifying Capital” as consisting principally of (i) paid-in capital, (ii) disclosed reserves, (iii) funds for general bank risks, (iv) supplementary capital, (v) certain hidden reserves, (vi) participation capital, (vii) subordinated capital, (viii) revaluation reserves and (ix) the commitments of members of co-operative banks to make additional contributions quantified in relation to their shareholdings. Certain losses, certain intangible assets and certain investments in banks or financial institutions are required to be deducted from equity in computing Qualifying Capital.

“Core Capital” consists of (i) paid-in capital, (ii) disclosed reserves, and (iii) funds for general bank risks, less losses and intangible assets. The Banking Act requires that the aggregate amount of the elements comprising Qualifying Capital, other than those elements which are part of Core Capital, must not exceed the Core Capital. In addition, the sum of subordinated debt may not exceed 50 per cent. of the Core Capital. Core Capital reflects the same concept as “Tier 1 Capital” and Qualifying Capital (other than Core Capital) reflects a concept similar to “Tier 2 Capital”.

Risk-adjusted assets and certain off-balance sheet items are computed by assigning the assets to four broad categories of relative credit risk: 0 per cent., 20 per cent., 50 per cent. and 100 per cent. The balance sheet value of each asset is multiplied by the percentage weight applicable to its risk category to arrive at the risk-adjusted value. Off-balance sheet items on the bank book such as swaps and other financial derivatives are valued either at cost or market price. As with on-balance sheet assets, each off-balance sheet item is assigned to a credit risk category depending upon the type of counterparty or the debtor and multiplied by the applicable percentage weight. For the trading book the banks are required to meet the capital requirements regarding position risk as well as settlement and counterparty risk according to a “trading book approach”. For these risks “Tier 3” Capital can be used.

Consolidated capital adequacy requirements must be met not only by a bank, but also by the bank together with all other financial services companies in the bank’s group. For this purpose, the group consists of the parent company bank and all other banks, factoring and leasing companies, investment firms and ancillary banking service undertakings in which it holds more than 20 per cent. of the share capital or which it controls.

Minimum Reserves

As of 1 January 1999, all banks incorporated in a state which is participating in the third stage of European Economic and Monetary Union (“EMU”) are obliged to maintain minimum reserves for liabilities in all currencies of EMU participating member states. These minimum reserve requirements are generally set at a rate of 2 per cent. for sight deposits and term deposits up to 2 years and of 2 per cent. of 70 per cent. (i.e. 1.4 per cent.) for debentures and money market paper with maturities up to two years. A general allowance of €100,000 can be deducted. These reserves are interest bearing.

Failure by a bank to meet the minimum reserve requirements exposes the bank concerned to potential penalty interest charges.

Deposit Guarantee Scheme

Austrian law requires that any bank which receives deposits must join the guarantee scheme of its sector within the banking system. Non-membership of the relevant guarantee scheme results in the lapse of the bank’s licence to conduct deposit-taking business in Austria. Payments made by a guarantee scheme to restore guaranteed deposits are met by contributions from each member bank in the relevant sector. Each bank’s contribution is determined in proportion to the aggregate amount of such bank’s deposits, subject to a maximum contribution amount equal to one-third of the Section 23(6) Banking Act liability reserve of such bank. In case one sector cannot meet its obligation all other sectors’ schemes have to step in. Payments exceeding all sector scheme funds are financed by debentures guaranteed by the Ministry of Finance.

BAWAG has to be, and is, a member of the Deposit Guarantee Scheme of Banks and Bankers.

Accounting and Auditing

Generally, Austrian auditing regulations are adapted to EU standards. Austrian banks, and banks operating in Austria, are required to submit audited statements, including the audit reports thereon, to the FMA and the Austrian National Bank. Such statements must be submitted within six months of the end of the business year. The Austrian National Bank requires that data contained in financial statements also be transmitted electronically to it in standardised formats.

Recent legislation allows banks to use international accounting standards (such as International Accounting Standards or US GAAP) to consolidate financial statements provided that the financial statements comply with EU guidelines, contain all required information and are audited. In addition the auditor has to confirm compliance with EU directive requirements.

Bank auditors are required to certify compliance with certain regulatory requirements, and to include in their longform reports to the relevant supervising authorities an overall opinion on the risks, profitability and financial position of the respective bank. Bank auditors may be auditing firms but also sector related but independent institutions.

DESCRIPTION OF THE PREFERENCE SHARES

As used in the Articles of Association of the Issuer, “Company” means the Issuer and “Holder” means, in relation to any Preference Share, the member of the Issuer whose name is entered in the register of members as holder of such Preference Share.

The following is a description of the rights attaching to the Preference Shares which are set out in full in, are subject to, and are qualified in their entirety by reference to the Issuer’s Memorandum and Articles of Association (the “Articles”). Paragraphs in italics are not included in the Articles and contain a summary of certain procedures of Clearstream Banking AG, Frankfurt am Main (“Clearstream Banking Frankfurt”), Clearstream Banking, société anonyme, Luxembourg (“Clearstream, Luxembourg”) and Euroclear Bank S.A./N.V. (“Euroclear”) that will be applicable to the Preference Shares. Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear may, from time to time, change these procedures.

The following are the definitions, taken from the Articles of Association of the Issuer, which relate to the Preference Shares:

the “Agent” means Deutsche Bank Aktiengesellschaft or such other entity as is appointed by the Company and notified to the Holders of the Preference Shares in accordance with sub- Article 6(h);

“Asset Parity Security” means any preferred or preference share or other security issued by BAWAG, the Company or any other Subsidiary of BAWAG (a) ranking *pari passu* as to participation in the assets of BAWAG with BAWAG’s obligations under the Support Agreement, or (b) entitled to the benefit of a guarantee or support agreement from BAWAG ranking *pari passu* as to participation in the assets of BAWAG with BAWAG’s obligations under the Support Agreement;

“Austrian Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Austria or by any authority therein or thereof having power to tax;

“Bank Share Capital” means the common shares of BAWAG, together with all other securities of BAWAG (including *Vorzugsaktien*), ranking *pari passu* with the common shares of BAWAG as to participation in a liquidation surplus;

“BAWAG” means Bank für Arbeit und Wirtschaft Aktiengesellschaft;

“Business Day” means a day which is a day in London (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business or on which the TARGET system is operating;

“Core Capital” means capital which qualifies as core regulatory capital (*Kernkapital*) of BAWAG for Austrian Banking Capital Adequacy purposes as defined in the Austrian Banking Act (Bankwesengesetz), as amended from time to time and/or as determined by the *Finanzmarktaufsicht* or any successor thereto performing for the time being the same or similar functions in relation to banks in Austria;

“Directors” means the directors of the Company for the time being;

“Distributable Funds” means, in respect of each fiscal year of BAWAG, the aggregate amount, as calculated as of the end of the immediately preceding fiscal year in the individual financial statements of BAWAG, of accumulated retained earnings and any other reserves and surpluses capable under Austrian law of being available for distribution as cash dividends to holders of Bank Share Capital, but before deduction of the amount of any dividend or other distribution declared on Bank Share Capital in respect of such prior fiscal year;

“Dividend Date” means 27 September, 27 December, 27 March and 27 June in each year from and including 27 September 2002;

“Dividend Parity Security” means any preferred or preference share or other security (a) issued by BAWAG and ranking *pari passu* as to payment of dividends with BAWAG’s obligations under the Support Agreement or (b) issued by the Company or any other Subsidiary of BAWAG and entitled to the benefit of a guarantee or support agreement from BAWAG ranking *pari passu* as to payment of dividends with BAWAG’s obligations under the Support Agreement;

“Dividend Period” means the period from and including 27 June 2002 to (but excluding) the first Dividend Date and each successive period from and including a Dividend Date to (but excluding) the next succeeding Dividend Date;

“euro” and “€” mean the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty and whose smallest subdivision shall be one hundredth of a euro or one “cent”;

“Euro-zone” means the region comprised of member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty;

“Group” means BAWAG together with its consolidated subsidiaries;

“Jersey Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Island of Jersey or by any authority therein or thereof having power to tax;

“the Law” means the Companies (Jersey) Law, 1991;

“Liquidation Distribution” means the Liquidation Preference plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period to the date of payment;

“Liquidation Preference” means €25 per Preference Share;

“Optional Redemption Date” means the Dividend Date falling on 27 September 2007 upon which the Preference Shares may be redeemed pursuant to sub-Article 6(c);

“Paying and Transfer Agent” means Deutsche Bank AG, Amsterdam Branch and Deutsche Bank Aktiengesellschaft or such other entity as is appointed by the Company and notified to the Holders of the Preference Shares in accordance with sub-Article 6(h);

“Redemption Price” means the Liquidation Preference plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period ending on the date fixed for redemption;

“Register” means the register of members to be kept pursuant to Article 26;

“Registrar” means Deutsche Bank Aktiengesellschaft or such other entity as is appointed by the Company and notified to the Holders of the Preference Shares in accordance with sub-Article 6(h);

“Specified Redemption Date” means any date designated for the redemption for tax reasons or for capital reasons of the Preference Shares pursuant to sub-Article 6(d);

“Subsidiary” means a subsidiary of BAWAG (within the meaning of §228 paragraph 3 of the Austrian Commercial Code);

“Support Agreement” means the Support Agreement to be dated 25 June 2002 and made between BAWAG and the Company;

“TARGET” means the Trans European Real-Time Gross Settlement Express Transfer (TARGET) system; and

“Treaty” means the Treaty establishing the European Community, as amended by the Treaty on European Union.

The following (with the exception of the paragraph in italics) is Article 6 of the Issuer’s Articles of Association relating to the Preference Shares:

“Without limiting the generality of the authority granted to the Board of Directors of the Company in these Articles (the “Board of Directors”, which expression in this Article 6 shall include any duly authorised committee of the Board of Directors), the Directors may issue at their discretion all or any of the 7,000,000 Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares (the “Preference Shares”, which expression shall include any further Preference Shares issued pursuant to sub-Article 6(f)(iv) below) which shall have attached to them the following rights and obligations:

(a) Dividends

- (i) Subject to the Law and as provided in sub-Article 6(a)(ii), non-cumulative dividends on the Preference Shares will accrue at 7.125 per cent per annum from and including 27 June 2002, payable quarterly in arrear on each Dividend Date (whether or not declared by the Board of Directors) except as provided in sub-Article 6(a)(ii). The amount of dividend payable for any Dividend Period or any period less than a Dividend Period will be calculated on the basis of the number of days in the relevant period, from and including the date from which the dividend begins to accrue to but excluding the date on which it falls due divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the relevant period is the 31st day of a month but the first day of the relevant period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the relevant period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));
- (ii) Dividends on the Preference Shares will be non-cumulative and will be deemed to accrue on a day by day basis whether or not declared. Dividends on the Preference Shares will be paid by the Company out of funds legally available therefor; provided, however, that the Company will not be obliged to pay dividends on the Preference Shares on any Dividend Date during any calendar year:
 - (aa) to the extent that the aggregate of such dividends, together with:
 - (I) any dividends (including any Additional Amounts (as defined in sub-Article 6(g)) in respect thereof) previously paid by the Company in respect of the Preference Shares in the then current fiscal year;
 - (II) any dividends previously paid on, or payments made to holders in respect of, Dividend Parity Securities in the then current fiscal year; and
 - (III) any dividends proposed to be paid, or payments proposed to be made to holders in respect of, Dividend Parity Securities in the then current calendar quarter,would exceed Distributable Funds for the prior fiscal year; or
 - (bb) even if Distributable Funds are sufficient, if the Board of Directors has received a certified copy of the minutes of a meeting of the Board of Directors of BAWAG in which the Board of Directors of BAWAG has resolved that, in accordance with applicable Austrian banking regulations affecting banks which fail to meet their capital ratios on a consolidated basis, BAWAG would be limited in making payments on preferred or preference shares issued by it ranking *pari passu* as to participation in profits with BAWAG's obligations under the Support Agreement.

Notwithstanding any circumstances where the Company is not obliged to pay dividends on the Preference Shares pursuant to this sub-Article 6(a)(ii), the Board of Directors may, at its sole discretion, resolve that the Company will pay any such dividends and will give notice of such resolution to Holders of the Preference Shares in accordance with sub-Article 6(h).

If no dividend (or proportion thereof) falls to be paid in respect of the Preference Shares with respect to any Dividend Period then the right of Holders of the Preference Shares to receive a dividend or proportion thereof in respect of the Dividend Period ending on the relevant Dividend Date will be extinguished and the Company will have no obligation to pay the dividend accrued for such Dividend Period or to pay any interest thereon, whether or not dividends on the Preference Shares are paid for any future Dividend Period.

- (iii) When, by reason of any limitation described in sub-Article 6(a)(ii) above, dividends are not paid in full on the Preference Shares and any Dividend Parity Securities, all dividends declared or payable upon the Preference Shares and any such Dividend Parity Securities will be payable pro rata in the proportion that the amounts available for payment on the Preference Shares and any such Dividend Parity Securities on the due date of payment shall bear to the full amount that

would have been payable on the Preference Shares and such Dividend Parity Securities but for such limitation and any claims in respect of the difference between the full amount and the amount so payable shall be thereupon extinguished. If dividends are not paid in full in accordance with the foregoing, the Holders will be notified in accordance with sub-Article 6(h).

- (iv) Save as described in this sub-Article 6(a), Holders of the Preference Shares will have no right to participate in the profits of the Company.

It is intended that the Preference Shares will be initially represented by a single certificate for the total number of the Preference Shares. Such certificate for the Preference Shares is to be delivered into the physical custody of Clearstream Banking Frankfurt which will make payment of any amounts received by it to its accountholders in accordance with its published rules and regulations.

(b) Liquidation Distributions

- (i) In the event of any voluntary or involuntary winding-up of the Company, the Holders of the Preference Shares at the time outstanding will be entitled to receive the Liquidation Distribution in respect of each Preference Share held out of the assets of the Company available for distribution to shareholders.

Such entitlement will arise before any distribution of assets is made to holders of ordinary shares or any other class of shares of the Company or any other share or other security issued by the Company and having the benefit of a guarantee from BAWAG ranking junior as regards participation in assets to the Preference Shares, but such entitlement will rank equally with the entitlement of the holders of any other preferred or preference shares, if any, of the Company ranking *pari passu* with the Preference Shares as regards participation in assets of the Company.

Notwithstanding the availability of sufficient assets of the Company to pay any Liquidation Distribution to the Holders of the Preference Shares, if, at the time such Liquidation Distribution is to be paid, proceedings are pending or have been commenced for the voluntary or involuntary liquidation, dissolution or winding-up of BAWAG, the Liquidation Distribution paid to Holders of the Preference Shares and the liquidation distribution per share paid to the holders of all Asset Parity Securities, shall not exceed the amount per share that would have been paid as the liquidation distribution from the assets of BAWAG (after payment in full in accordance with Austrian law of all creditors of BAWAG, including holders of its subordinated debt but excluding holders of any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under the Support Agreement) had the Preference Shares and all Asset Parity Securities been issued by BAWAG and ranked (x) junior to all liabilities of BAWAG (other than any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under the Support Agreement), (y) *pari passu* with all Asset Parity Securities of BAWAG and (z) senior to BAWAG's Bank Share Capital.

- (ii) If the Liquidation Distribution and any other such liquidation distributions cannot be made in full by reason of the limitation described in sub-Article 6(b)(i) above, such amounts will be payable pro rata in the proportion that the amount available for payment bears to the full amount that would have been payable but for such limitation. After payment of the Liquidation Distribution, as adjusted if applicable, the Holders of Preference Shares will have no right or claim to any of the remaining assets of the Company or BAWAG.
- (iii) In the event of the liquidation, dissolution or winding-up of BAWAG, the Board of Directors shall convene an Extraordinary General Meeting of the Company for the purpose of proposing a Special Resolution to put the Company into voluntary winding-up and the amount per share to which Holders of the Preference Shares shall be entitled as a Liquidation Distribution will be as set out in sub-Articles 6(b) (i) and (ii) above.

BAWAG will undertake in the Support Agreement that, so long as any of the Preference Shares is outstanding, unless BAWAG itself is in liquidation, BAWAG will not permit, or take any action to cause, the winding-up of the Issuer.

(c) Optional Redemption

- (i) The Preference Shares are redeemable, at the option of the Company, subject to the Law and to the prior consent of BAWAG (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (*Kapital gleicher oder besserer Qualität*) or having applied for and been granted consent by the *Finanzmarktaufsicht*), in whole but not in part, on the Optional Redemption Date and on any Dividend Date falling thereafter upon not less than 60 nor more than 90 days' notice to the Holders of the Preference Shares specifying the relevant date fixed for redemption (which notice shall be irrevocable), each to be redeemed at the Redemption Price on the date fixed for redemption.
- (ii) Upon the expiry of such notice, the Company shall be bound to redeem the relevant Preference Shares accordingly, in accordance with and subject to the Law.

(d) Redemption for Tax Reasons and for Capital Reasons

Notwithstanding the foregoing, the Preference Shares will be redeemable, at the option of the Company at any time, subject to the Law and to the prior consent of BAWAG, (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (*Kapital gleicher oder besserer Qualität*) or having applied for and been granted consent by the *Finanzmarktaufsicht*), in whole but not in part at the Redemption Price, if (i) the Company is or would be required to pay Additional Amounts (as defined in sub-Article 6(g)), or (ii) the *FMA* determines and announces that, or as a result of a change in law or regulation or interpretation thereof, the Preference Shares no longer qualify as Core Capital (*Kernkapital*) of BAWAG for Austrian Banking capital adequacy purposes on a consolidated basis upon not less than 60 nor more than 90 days' notice to the Holders of the Preference Shares designating the relevant Specified Redemption Date (which notice shall be irrevocable), each to be redeemed on the Specified Redemption Date. Upon the expiry of such notice, the Company shall be bound to redeem the Preference Shares accordingly, in accordance with and subject to the Law.

(e) Payments and Purchases

- (i) Dividends declared or payable on the Preference Shares will be payable by the Company on the relevant Dividend Date (but without interest in respect of a delay where such Dividend Date is not a Business Day) or other due date for payment as provided herein to the Holders of record thereof as they appear on the Register for the Preference Shares on the relevant record date, which will be five days prior to the relevant date for payment.

If the Company gives a notice of redemption in respect of the Preference Shares, then, by 10.00 a.m. (London time) on the date specified for redemption, the Company will irrevocably deposit with the Agent funds sufficient to pay the Redemption Price, and will give the Agent irrevocable instructions and authority to pay the Redemption Price to the Holders of the Preference Shares as at the relevant record date, which will be seven days prior to the relevant date specified for redemption. If notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of Holders of the Preference Shares will be extinguished, except the right of the Holders of Preference Shares to receive the Redemption Price in respect of each share, but without interest, and the Preference Shares will cease to be outstanding.

- (ii) Subject to any applicable fiscal or other laws and regulations:
 - (a) each payment in respect of dividends will be made by cheque and mailed to the Holder of record at such Holder's address as it appears on the Register on the relevant record date for the Preference Shares; and
 - (b) any payment in respect of the redemption of any Preference Share will be made by cheque against presentation and surrender of the relevant share certificate at the office of the Paying and Transfer Agent,

provided however, that a Holder of Preference Shares may receive any such payment by wire transfer if the Company (or its agent) so agrees with such Holder and if appropriate wire transfer instructions have been received by the Paying and Transfer Agent in sufficient time prior to the relevant date of payment.

- (iii) In the event that payment of the Redemption Price in respect of any Preference Share is improperly withheld or refused and not paid by the Company, dividends on such Preference Share, subject as described in sub-Article 6(a)(ii), will continue to accrue, at the then applicable rate, from the date specified for redemption to the date of actual payment of such Redemption Price.
- (iv) In making any payment in respect of the Preference Shares, amounts shall be rounded, if necessary, to the nearest €0.01 (with €0.005 being rounded upwards).
- (v) Subject to the foregoing and to applicable law (including, without limitation, to Jersey and Austrian securities and banking laws and regulations) and to the rules of Euronext Amsterdam and the Frankfurt Stock Exchange (for such time as the Preference Shares remain listed thereon), the Company or BAWAG or any of BAWAG's other Subsidiaries may at any time and from time to time purchase outstanding Preference Shares by tender, in the open market or by private agreement. If purchases are made by tender, the tender must be available to all Holders of Preference Shares alike. Any such Preference Share so purchased by BAWAG or any of BAWAG's other Subsidiaries may be resold.

Any such purchase if made by the Company shall be made in such manner and on such terms as the Company shall approve in general meeting.

(f) Voting Rights

- (i) Holders of Preference Shares will not be entitled to receive notice of or attend or vote at any general meeting of shareholders of the Company.
- (ii) If for any four consecutive Dividend Periods, dividends (whether or not declared) and any Additional Amounts in respect of such dividends have not been paid in whole or in part on the Preference Shares by the Company, then the Holders of outstanding Preference Shares together with the holders of any other preferred or preference shares of the Company having the right to vote for the election of Directors in such event, acting as a single class without regard to series, will be entitled, by written notice to the Company given by the Holders of a majority in Liquidation Preference of such shares or by ordinary resolution passed by the Holders of a majority in Liquidation Preference of such shares present in person or by proxy at a separate general meeting of such Holders convened for the purpose, to appoint two additional members of the Board of Directors.

Not later than 30 days after such entitlement arises, if the written notice of the Holders of outstanding Preference Shares and the holders of any other preferred or preference shares of the Company having the right to vote for the election of Directors in the circumstances described in the preceding paragraph has not been given as provided for in the preceding paragraph, the Board of Directors will convene a separate general meeting for the above purpose. If the Board of Directors fails to convene such meeting within such 30 day period, the Holders of 10 per cent. in Liquidation Preference of the Preference Shares and such other preferred or preference shares will be entitled to convene such meeting. The provisions of the Articles concerning the convening and conduct of general meetings of shareholders will apply with respect to any such separate general meeting. Any member of the Board of Directors so appointed shall vacate office, subject to the terms of such other preferred or preference shares, if for any Dividend Period, dividends and any Additional Amounts in respect of such dividends have been paid in full on the Preference Shares by the Company.

Each of Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear will notify its accountholders in the event of its becoming aware that any such entitlement arises. Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear will, upon receipt of timely requests, take appropriate action in accordance with the following procedure to enable voting and other shareholder rights to be exercised in respect of the Preference Shares.

The Issuer's Articles provide that a voting certificate may be issued where the certificate for a Preference Share is deposited with the Agent or the Agent is satisfied that such certificate is held to its order or under its control. If an accountholder wishes to vote in respect of Preference Shares credited to his account at Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, he must so notify Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be, and instruct Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be, either to give written notice in accordance with subparagraph (i) above or to issue a voting certificate for the general meeting referred to in subparagraph (ii) above, in each case in respect of the Preference Shares credited to his account at Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be. In each case he must instruct Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be, to block his account in respect of such Preference Shares until after the written notice has been given, or as the case may be, the meeting has been held at which he wishes to vote. So long as the block continues such Preference Shares may not be withdrawn from such account. Upon notification of the block from Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be, the Agent will, if appropriate, issue a voting certificate to the accountholder entitling the accountholder or the accountholder's nominee to vote at the relevant meeting in respect of the blocked Preference Shares. Upon the giving of the written notice (or, if not such notice is given, upon the expiry of 30 days after the relevant accountholder has instructed Clearstream Banking Frankfurt, Clearstream, Luxembourg and/or Euroclear, as the case may be, as aforesaid) or, as the case may be, upon subsequent surrender to the Agent of the voting certificate, the block on the account will be removed.

- (iii) Any variation or abrogation of the rights, preferences and privileges of the Preference Shares by way of amendment of these Articles or otherwise (including, without limitation, the authorisation or issuance of any shares of the Company ranking, as to participation in the profits or assets of the Company, senior to the Preference Shares) shall not be effective (unless otherwise required by applicable law) except with the consent in writing of the Holders of at least two-thirds of the outstanding Preference Shares or with the sanction of a resolution, passed at a separate meeting, by the Holders of at least two-thirds of the outstanding Preference Shares present and voting at such meeting.

Each of Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear will notify its accountholders in the event that any consent referred to in the paragraph above is requested from it. Each of Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear will, upon receipt of timely requests, take appropriate action consistent with the above to enable rights in respect of the above to be exercised.

- (iv) Notwithstanding the foregoing, provided that the most recent dividend payable on the Preference Shares has been paid in full by the Company, the holders of ordinary shares of the Company (in the case of the increase of the authorised amount of Preference Shares and the creation of one or more other series of preferred or preference shares of the Company as provided in sub-Article 6(f)(iv)(a) and the authorisation and creation of one or more other classes of shares of the Company as provided in sub-Article 6(f)(iv)(b)), or the Board of Directors (in the case of the issue of such shares as provided in sub-Article 6(f)(iv)(a) and 6(f)(iv)(b)) may, without the consent or sanction of the Holders of the Preference Shares, take such action as is required in order to amend these Articles:

- (a) to increase the authorised amount of Preference Shares or to create and issue one or more other series of preferred or preference shares of the Company ranking *pari passu* with the Preference Shares as regards participation in the profits and assets of the Company; or

- (b) to authorise, create and issue one or more other classes of shares of the Company ranking junior, as regards participation in the profits and assets of the Company, to the Preference Shares.
- (v) Notwithstanding the foregoing, no vote of the Holders of the Preference Shares will be required for the Company to redeem and cancel the Preference Shares in accordance with these Articles.
- (vi) No resolution may be proposed for adoption by the ordinary shareholders of the Company providing for the winding-up of the Company, unless the Holders of the outstanding Preference Shares and any other preferred or preference shares of the Company ranking *pari passu* as regards participation in profits or assets with the Preference Shares have approved such resolution. Such approval may only be given by the consent in writing of the Holders of at least two-thirds in Liquidation Preference of the outstanding Preference Shares and such other preferred or preference shares or with the sanction of a resolution passed by at least two-thirds in Liquidation Preference at a meeting of the Holders of the Preference Shares and such other preferred or preference Shares present and voting at such meeting. Such approval shall not be required if the winding-up of the Company is proposed or initiated because of the liquidation, dissolution or winding-up of BAWAG.
- (vii) Any Preference Share outstanding at such time that is owned by BAWAG or any entity in which BAWAG, either directly or indirectly, owns 20 per cent., or more of the voting shares or similar ownership interests, shall not carry a right to vote and shall, for voting purposes, be treated as if it were not outstanding.
- (viii) The Company will cause a notice of any meeting at which Holders of the Preference Shares are entitled to vote to be mailed to each Holder of a Preference Share. Each such notice will include a statement setting forth (a) the date, time and place of such meeting, (b) a description of any resolution to be proposed for adoption at such meeting on which such Holders are entitled to vote and (c) instructions for the delivery of proxies.

(g) Additional Amounts

All payments in respect of the Preference Shares by the Company will be made without withholding or deduction for, or on account of, any Jersey Tax or Austrian Tax, unless the withholding or deduction of such Jersey Tax or Austrian Tax is required by law. In that event, the Company will pay, as further dividends, such additional amounts (“Additional Amounts”) as may be necessary in order that the net amounts received by the Holders of Preference Shares after such withholding or deduction shall equal the amounts which would have been receivable in respect of the Preference Shares in the absence of such withholding or deduction; except that no such Additional Amounts will be payable, (i) to a Holder of Preference Shares (or to a third party on his behalf) with respect to any Preference Share to the extent that such Jersey Tax or Austrian Tax is imposed or levied by virtue of such Holder (or the beneficial owner) of such Preference Share (a) having some connection with Jersey or the Republic of Austria, as the case may be, other than being a Holder (or beneficial owner) of such Preference Share, or (b) being able to avoid such withholding or deduction by making a declaration of non-residence or any other claim for exemption to the relevant tax authority (but failing to do so) or (ii) more than 30 days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the expiry of such period of 30 days and except that the Company’s obligations to make any such payments are subject to the limitations provided in sub- Article 6(a)(ii) and sub-Articles 6(b)(i) and (ii) above.

As used herein, the “Relevant Date” means the date on which the relevant payment first becomes due and payable or, if the full amount of the money payable has not been duly received by the Paying Agent or the Registrar on or prior to such due date, the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given to the Holders of Preference Shares in accordance with these Articles.

(h) Notices

Notices, including notice of any redemption of the Preference Shares, will be given by the Issuer (i) so long as any Preference Share is listed on the Frankfurt Stock Exchange and the Frankfurt Stock Exchange so requires, by publication in a leading national German newspaper approved by the Frankfurt Stock Exchange (which is expected to be the *Börsen-Zeitung*), (ii) so long as any Preference Share is listed on Euronext Amsterdam and the Euronext Amsterdam so requires, by publication in the Euronext Official Daily List (*Officiële Prijscourant*) of Euronext Amsterdam and in a daily newspaper of wide circulation in The Netherlands or, if such publication is not practicable, in a leading daily newspaper in English and having general circulation in Europe and (iii) by mail to Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear and, in each case not less than 30 nor more than 60 days prior to the date fixed for such redemption.

In accordance with their published rules and regulations, each of Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear will notify the holders of securities accounts with it to which any Preference Shares are credited of any such notices received by it.

OTHER PROVISIONS OF THE ISSUER'S ARTICLES

In addition, the Articles of Association of the Issuer contain, *inter alia*, provisions (with the exception of sections in italics) to the following effect:

(a) Transfer of Shares

The shares of the Issuer are in registered form. Shares may be transferred by instrument in writing in the usual or common form, or in such other form as the Directors may approve. All instruments of transfer shall be signed by or on behalf of the transferor and, in the case of a partly paid share, by the transferee. Registration of transfers of shares will be effected without charge by or on behalf of the Issuer, but upon payment (or the giving of such indemnity as the Issuer may require) in respect of any tax or other governmental charges which may be imposed in relation to it. The Directors of the Issuer may, without assigning any reason, refuse to register a transfer of any share which is not fully paid and may also refuse the registration of any transfer of any share (which is not fully paid) on which the Issuer has a lien. The Directors of the Issuer will not be required to register the transfer of any Preference Share after it has been called for redemption. Save as aforesaid, the Articles of Association contain no restrictions on the transferability of fully paid shares, provided that the instrument of transfer is lodged at the office of the Paying and Transfer Agents in Amsterdam and Frankfurt am Main or at the offices of any other authorised transfer agent appointed by the Issuer in respect of the Preference Shares, accompanied by the relevant share certificate and such other evidence of title as the Directors may require and is only in respect of one class of share.

Every person whose name is entered as a member in the Register shall be entitled without payment to one certificate, for each class of shares, evidencing all shares in registered form held by him. Where a Holder has transferred part of the shares comprised in his holding, he shall be entitled to a share certificate for the balance without charge. Every certificate with respect to shares shall be issued within two months after allotment or the lodgement at the office of the Paying and Transfer Agents in Amsterdam or Frankfurt am Main or such other authorised transfer agent appointed by the Issuer for such purposes by the relevant Holder of an instrument of transfer in respect of the shares (unless the conditions of issue of such shares otherwise provide).

If definitive share certificates are made available in respect of Preference Shares, such share certificates will be available from the Paying and Transfer Agents at their offices in Amsterdam or Frankfurt am Main, and will be posted to the relevant Holders at the address shown in the Register or, as applicable, in the relevant instrument of transfer within three days of issue, by uninsured post at the risk of such Holders.

In the Agency Agreement (the "Agency Agreement") to be dated 25 June 2002 between the Issuer, BAWAG, the Agent, the Registrar and the Paying and Transfer Agent, the Issuer will agree that if a transferee is not (i) Clearstream Banking Frankfurt or (ii) a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, it shall give sufficient notice to the Registrar to allow for the appointment of a replacement registrar, if necessary.

The Registrar will initially be Deutsche Bank Aktiengesellschaft and the Paying and Transfer Agents will initially be Deutsche Bank AG, Amsterdam Branch and Deutsche Bank Aktiengesellschaft (or such other person as the Issuer may appoint and notify to the Holders). For so long as the Preference Shares are listed on Euronext Amsterdam and/or the Frankfurt Stock Exchange, the Issuer will maintain a paying and transfer agent in Amsterdam and/or Frankfurt am Main respectively.

(b) Replacement of Share Certificate

If a share certificate is damaged, defaced, lost, stolen or destroyed, a new share certificate representing the same shares may be issued on payment of such fee and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses as the Directors of the Issuer may think fit and on payment of any exceptional expenses of the Issuer incidental to its investigation of the evidence and, if damaged or defaced, on delivery of the old share certificate.

(c) Alteration in Capital

Subject as described in “Description of the Preference Shares” above, the Issuer may from time to time by special resolution alter its share capital in any manner permitted by the Law and, in particular, may increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such special rights (if any) or to be subject to such restrictions (if any) as the resolution may prescribe.

Subject as described in “Description of the Preference Shares” above, the Issuer may from time to time by special resolution consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares, cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, sub-divide its shares or any of them into shares of smaller amount and redeem its shares and may by special resolution reduce its share capital and capital redemption reserve in any manner authorised by Jersey law.

(d) Variation of Rights

All or any of the rights attached to any class of shares (other than the Preference Shares) may be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, with the consent in writing of the holders of not less than two-thirds of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. The necessary quorum for such separate meeting (other than an adjourned meeting) is two holders holding or representing at least one-third in nominal amount of the issued shares of that class or, if there is only one holder of the issued shares of such class, such holder.

(e) Dividends

Subject to the Law and as provided in sub-Article 6(a) in relation to the automatic declaration of dividends, the general meeting may declare annual or interim dividends out of profits on the recommendation of, and not exceeding the amount recommended by, the Directors. The Preference Shares ordinarily will rank senior to the Issuer’s ordinary shares as to payment of dividends. However, in the event that dividends do not fall to be paid in relation to a Dividend Period on the Preference Shares, all amounts received by the Issuer in relation to such Dividend Period may be distributed as dividends to the holders of the Issuer’s ordinary shares instead of being paid to the holders of the Preference Shares. No dividend has been paid on the ordinary shares of the Issuer since its incorporation.

(f) Prescription and Governing Law

Any dividend or distribution unclaimed for a period of ten years from its date of declaration shall be forfeited and shall cease to be owing by the Issuer. The Preference Shares are governed by Jersey law.

(g) Members’ Rights

Subject to any rights or restrictions as to voting attached to any class of shares, at any General Meeting on a show of hands, every member who is present in person or by proxy has one vote, and, on a poll, every member present in person or by proxy has one vote for every share of any class of which he is the holder.

Subject to the rights attached to the Preference Shares, the directors or the liquidator of the Issuer may, as the case may be, with the sanction of a special resolution of the Issuer and any other sanction required by law, divide amongst the members in specie or in kind the whole or any part of the assets of the Issuer and may determine how such division shall be carried out as between the members or different classes of members.

SUPPORT AGREEMENT

Set forth below is the text of the Support Agreement:

THIS SUPPORT AGREEMENT (the “Support Agreement”), dated 25 June 2002, is executed and delivered by each of BANK FÜR ARBEIT UND WIRTSCHAFT AKTIENGESELLSCHAFT, incorporated under the laws of Austria (“BAWAG”) and BAWAG CAPITAL FINANCE (JERSEY) II LIMITED, a company incorporated with limited liability under the laws of Jersey (the “Company”).

WHEREAS, BAWAG desires to cause the Company to issue, and the Company desires to issue, the Preference Shares (as defined below) and BAWAG and the Company desire to enter into this Support Agreement.

NOW, THEREFORE each of BAWAG and the Company executes and delivers this Support Agreement for the benefit of the Holders (as defined below) and, in the case of BAWAG only, of the Company.

1. As used in this Support Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

“Additional Amounts”, in relation to the Company, has the meaning given to that term in sub-article 6(g) of the Company’s Articles of Association;

“Asset Parity Security” means any preferred or preference share or other security issued by BAWAG, the Company or any other Subsidiary of BAWAG (i) ranking *pari passu* as to participation in the assets of BAWAG with BAWAG’s obligations under this Support Agreement, or (ii) entitled to the benefit of a guarantee or support agreement from BAWAG ranking *pari passu* as to participation in the assets of BAWAG with BAWAG’s obligations under this Support Agreement;

“Bank Share Capital” means the common shares of BAWAG, together with all other securities of BAWAG (including *Vorzugsaktien*) ranking *pari passu* with the common shares of BAWAG as to participation in a liquidation surplus;

“Distributable Funds” means, in respect of each fiscal year of BAWAG, the aggregate amount, as calculated as of the end of the immediately preceding fiscal year in the individual financial statements of BAWAG, of accumulated retained earnings and any other reserves and surpluses capable under Austrian law of being available for distribution as cash dividends to holders of Bank Share Capital, but before deduction of the amount of any dividend or other distribution declared on Bank Share Capital in respect of such prior fiscal year;

“Dividend Parity Security” means any preferred or preference share or other security (i) issued by BAWAG and ranking *pari passu* as to payment of dividends with BAWAG’s obligations under this Support Agreement, or (ii) issued by the Company or any other Subsidiary of BAWAG and entitled to the benefit of a guarantee or support agreement from BAWAG ranking *pari passu* as to payment of dividends with BAWAG’s obligations under this Support Agreement;

“Dividend Period” has the meaning, in relation to the Preference Shares, given to such term in the Articles of Association of the Company;

“Dividends” means the amount of dividends payable on the Preference Shares in accordance with the terms thereof;

“Group” means BAWAG together with its consolidated Subsidiaries;

“Holder” means any holder from time to time of any Preference Share of the Company, provided, however, that in determining whether the Holders of the requisite percentage of Preference Shares have given any request, notice, consent or waiver hereunder, such term shall not include BAWAG or any entity of which BAWAG, either directly or indirectly, owns 20 per cent. or more of the voting shares or similar ownership interests (including the Company);

“Liquidation Date” means the date of final distribution of the assets of the Company in the case of a winding-up of the Company (whether voluntary or involuntary);

“Liquidation Distribution” means, in relation to the Preference Shares, the liquidation preference per share as provided by the terms thereof;

“Optional Redemption Date” has the meaning, with respect to the Preference Shares, given to such term in the Articles of Association of the Company;

“Preference Shares” means all of the Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares of the Company in issue from time to time, whether or not in issue on the date of this Support Agreement, the Holders of which are entitled to the benefits of this Support Agreement as evidenced by the execution of this Support Agreement; and

“Redemption Price” means with respect to each Preference Share the amount required under the terms thereof to be paid to the Holder upon the optional redemption of such Preference Shares;

“Subsidiary” means a subsidiary of BAWAG (within the meaning of §228 paragraph 3 of the Austrian Commercial Code).

Any other terms used in this Agreement and defined in the Articles of Association of the Company shall have the same meaning when used in this Agreement.

2. (i) (a) Subject to the limitations contained in the following paragraphs of this clause 2(i), BAWAG irrevocably and unconditionally agrees, if at any time the Company has insufficient funds to enable it to meet in full all of its obligations under or in respect of the Preference Shares as and when such obligations fall due, to make available to the Company funds sufficient to enable it to meet such payment obligations. The Company shall use any amount made available to it by BAWAG pursuant to this Support Agreement solely to fulfil its payment obligations under or in respect of the Preference Shares.
- (b) Notwithstanding clause 2(i)(a), BAWAG will not be obliged to make any payment to the Company under this Support Agreement in respect of Dividends (including accrued and unpaid Dividends relating to any payment due upon redemption or liquidation distribution and any Additional Amounts payable by the Company in respect of Dividends) on any Preference Shares in any calendar year:
 - (A) to the extent that such payment, together with the amount of:
 - (i) any Dividends (including any Additional Amounts in respect thereof) previously paid by the Company in respect of the Preference Shares in the then current fiscal year;
 - (ii) any dividends previously paid on, or payments made to holders in respect of, Dividend Parity Securities in the then current fiscal year; and
 - (iii) any dividends proposed to be paid on, or payments proposed to be made to holders in respect of, Dividend Parity Securities in the then current calendar quarter,would exceed Distributable Funds for the prior fiscal year; or
 - (B) even if Distributable Funds are sufficient, to the extent that, in accordance with applicable Austrian banking regulations affecting banks which fail to meet their capital ratios on a consolidated basis, BAWAG would be limited in making payments on preferred or preference shares issued by it ranking *pari passu* as to participation in profits with BAWAG's obligations under this Support Agreement.
- (c) Notwithstanding clause 2(i)(a), if, at the time that any amounts are to be paid in respect of Liquidation Distributions on the Preference Shares, proceedings are pending or have been commenced for the voluntary or involuntary liquidation,

distribution or winding-up of BAWAG, payment under this Support Agreement of amounts in respect of such Liquidation Distributions and payment by BAWAG in respect of any liquidation distributions payable with respect to any Asset Parity Securities shall not exceed the amount per share that would have been paid as the liquidation distribution from the assets of BAWAG (after payment in full in accordance with Austrian law of all creditors of BAWAG, including holders of its subordinated debt but excluding holders of any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under this Support Agreement) had the Preference Shares and all such Asset Parity Securities been issued by BAWAG and ranked (i) junior to all liabilities of BAWAG (other than any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under this Support Agreement), (ii) *pari passu* with Asset Parity Securities of BAWAG and (iii) senior to Bank Share Capital.

- (d) In the event that the amounts described in clause 2(i)(a) cannot be paid in full by reason of any limitation referred to in clause 2(i)(a), (b) or (c), such amounts will be payable by BAWAG to the Company pro rata in the proportion that the amount available for payment bears to the full amount that would have been payable but for such limitation.

The determination of any such limitation of BAWAG's obligations under this Support Agreement as set forth above will be made on the relevant Dividend Date, date specified for the redemption or the Liquidation Date, as the case may be.

- (ii) This Support Agreement shall be deposited with and held by Deutsche Bank Aktiengesellschaft, as Agent until all the obligations of BAWAG hereunder have been discharged in full. BAWAG hereby acknowledges the right of every Holder to the production of, and the right of every Holder to obtain a copy of, this Support Agreement.
- (iii) Subject to applicable law, BAWAG, may from time to time purchase Preference Shares from any Holder and hold or resell any Preference Share so purchased.
- (iv) Subject to applicable law, BAWAG's obligations hereunder constitute unsecured obligations of BAWAG and rank and will at all times rank (a) junior to all liabilities of BAWAG (other than any liability expressed to rank *pari passu* with or junior to this Support Agreement), (b) *pari passu* with all payment obligations of BAWAG in respect of Asset Parity Securities and (c) senior to Bank Share Capital.
3. (i) BAWAG undertakes that it will not issue any preferred or preference shares ranking senior to its obligations under this Support Agreement or enter into any support agreement or give any guarantee in respect of any preference shares issued by any Subsidiary of BAWAG if such support agreement or guarantee (including, without limitation, any support agreement or guarantee that would provide a priority of payment with respect to Distributable Funds) would rank senior to this Support Agreement unless, in each case, (a) this Support Agreement is changed to give the Company and/or the Holders (as applicable) such rights and entitlements as are contained in or attached to such preferred or preference shares or such other support agreement or guarantee so that this Support Agreement ranks *pari passu* with, and contains substantially equivalent rights of priority as to payment out of Distributable Funds as, any such preferred or preference shares or other support agreement or guarantee, provided that in no case shall this Support Agreement be changed so that BAWAG's obligations in respect of it rank *pari passu* with, or junior to, Bank Share Capital and (b) the most recent dividend payment on the Preference Shares has been paid in full by the Company.
- (ii) BAWAG undertakes that any amount required to be paid to the Company pursuant to this Support Agreement to enable the Company to pay any Dividend payable in respect of the most recent Dividend Period will be paid prior to any payment or other distribution in respect of any dividends upon common shares, *Vorzugsaktien* or any other shares of

BAWAG ranking junior to BAWAG's obligations under this Support Agreement (whether issued directly by BAWAG or by a Subsidiary of BAWAG and entitled to the benefit of a support agreement or guarantee ranking junior to BAWAG's obligations under this Support Agreement).

BAWAG also undertakes that it will not pay any dividends or distributions in respect of dividends upon common shares, *Vorzugsaktien* or any other shares of BAWAG ranking *pari passu* with or junior to this Support Agreement (whether issued directly by BAWAG or by a Subsidiary of BAWAG and entitled to the benefit of a support agreement or guarantee ranking *pari passu* with or junior to BAWAG's obligations under this Support Agreement) if dividends have not been paid (whether in whole or in part) in respect of the Preference Shares, from the date on which the Issuer first fails to pay such dividend until the date on which payments in respect of dividends on the Preference Shares are resumed.

BAWAG also undertakes that Bank Share Capital and any other shares of BAWAG ranking *pari passu* with or junior to the obligations of BAWAG under this Support Agreement (whether issued directly by BAWAG or by a Subsidiary of BAWAG and entitled to the benefits of any support agreement or guarantee ranking *pari passu* with or junior to BAWAG's obligations under this Support Agreement) will not be redeemed, repurchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by BAWAG or any Subsidiary of BAWAG (except by conversion into or in exchange for shares of BAWAG ranking junior to BAWAG's obligations under this Support Agreement), at any time whilst the Company is unable to pay Dividends in whole or in part and until such time as the Company shall have resumed the payment of, or set aside payment with respect to, full Dividends on all outstanding Preference Shares for four consecutive Dividend Periods thereafter.

- (iii) BAWAG undertakes to maintain the Company as a subsidiary for so long as any Preference Share shall remain in issue. BAWAG undertakes that, so long as any Preference Share is outstanding, unless BAWAG is itself in liquidation, BAWAG will not permit, or take any action to cause, the winding-up of the Company.
4. This Support Agreement shall terminate and be of no further force and effect upon full payment of the Redemption Price on, or purchase and cancellation of, all outstanding Preference Shares or full payment of the Liquidation Distributions and liquidation of the Company, provided however that this Support Agreement will continue to be effective or will be reinstated, as the case may be, if at any time payment of any sums paid under the Preference Shares or this Support Agreement must be restored by a Holder for any reason whatsoever.
 5. Each of BAWAG and the Company undertakes, for the benefit of the Holders:
 - (a) that it will perform its obligations and exercise its rights under this Support Agreement and, in the case of the Company (without limitation to the foregoing), will exercise its right to enforce performance of the terms of this Support Agreement by BAWAG; and
 - (b) that it will consent to an order for specific performance or similar relief by any court of competent jurisdiction in the event that any such order or relief is sought in an action brought by a Holder in respect of this Support Agreement.
 6. This Support Agreement shall take effect as a Deed Poll for the benefit of the Holders. Each of BAWAG and the Company hereby acknowledges and covenants that the obligations binding upon it contained in this Support Agreement are owed to, and shall be for the benefit of, each and every Holder, and that each Holder shall be entitled severally to enforce the said obligations against BAWAG or the Company.
 7. (i) Subject to operation of law, all undertakings and agreements contained in this Support Agreement shall bind the successors, assigns, receivers, trustees and representatives of BAWAG and the Company (as the case may be) and shall inure to the benefit of the Holders and/or the Company (as applicable). The Company shall not transfer its

obligations hereunder in any circumstances and BAWAG shall not transfer its obligations hereunder without the prior approval of the Holders of not less than two thirds of the Preference Shares, which consent shall be obtained in accordance with procedures contained in the Company's Memorandum and Articles of Association and the applicable laws of Jersey; provided, however, that the foregoing shall not preclude BAWAG from merging or consolidating with, or transferring or otherwise assigning all or substantially all of its assets and obligations (including its obligations under this Agreement) to, a banking organisation organised under the laws of a member state of the European Union, without obtaining any approval of such Holders.

- (ii) Except for those changes (a) required by clause 3(i) hereof; (b) which do not materially adversely affect the rights of Holders; or (c) necessary or desirable to give effect to anyone or more transactions referred to in the proviso to clause 7(i) (in any of which cases no agreement will be required), this Support Agreement shall be changed only by agreement in writing signed by BAWAG and the Issuer with the prior approval of the Holders of not less than two-thirds of the Preference Shares (excluding in each case any Preference Shares held by BAWAG or any entity of which BAWAG, either directly or indirectly, owns 20 per cent. or more of the voting shares or other similar ownership interests), in accordance with the procedures contained in the Issuer's Memorandum and Articles of Association and the applicable laws of Jersey.
- (iii) Any notice, request or other communication required or permitted to be given hereunder to BAWAG shall be given in writing by delivering the same against receipt therefor or by facsimile transmission (confirmed by mail) addressed to BAWAG, as follows (and if so given, shall be deemed given upon mailing of confirmation, if given by facsimile transmission), to:

Bank für Arbeit und Wirtschaft Aktiengesellschaft
Seitzergasse 2-4
A-1010 Vienna

Facsimile: + 43 1 534 532 2930
Attention: Vorstand

The address of BAWAG may be changed at any time and from time to time and shall be the most recent such address furnished in writing by BAWAG to Deutsche Bank Aktiengesellschaft as Agent.

Any notice, request or other communication required or permitted to be given hereunder to the Company shall be given in writing by delivering the same against receipt therefor or by facsimile transmission (confirmed by mail) addressed to the Company, as follows (and if so given, shall be deemed given upon mailing of confirmation, if given by facsimile transmission), to:

BAWAG Capital Finance (Jersey) II Limited
22 Grenville Street
St. Helier
Jersey JE4 8PX

Facsimile: 01534 609333
Attention: Group 18 – Maurant & Co. Limited

The address of the Company may be changed at any time and from time to time and shall be the most recent such address furnished in writing by the Company to Deutsche Bank Aktiengesellschaft as Agent.

Any notice, request or other communication required or permitted to be given hereunder to the Holders shall be given by BAWAG or the Company in the same manner as notices sent by the Company to the Holders.

- (iv) The obligations of BAWAG and the Company to the Holders under this Support Agreement are solely for the benefit of the Holders and are not separately transferable from the Preference Shares.
 - (v) BAWAG will furnish any Holder, upon request of such Holder, with a copy of its annual report, and any interim reports made generally available by BAWAG to holders of the common shares of BAWAG.
8. (i) This Support Agreement shall be governed by, and construed in accordance with English law save that Clauses 2(i)(b) and (c) and Clause 2(iv) shall be governed by, and construed in accordance with Austrian law.
- (ii) Each of BAWAG and the Company hereby irrevocably agrees for the benefit of the Holders (and, in the case of BAWAG only, the Company) that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Support Agreement and that accordingly any suit, action or proceedings arising out of or in connection therewith (together referred to as (“Proceedings”)) may be brought in such courts.

Each of BAWAG and the Company irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England or any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a final judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon BAWAG and the Company and may be enforced in the courts of any other jurisdiction. Nothing contained in this clause shall limit any right to take Proceedings against BAWAG or the Company in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdictions, whether concurrently or not.

Each of BAWAG and the Company hereby irrevocably and unconditionally appoints Clifford Chance Secretaries Limited at 200 Aldersgate Street, London EC1A 4JJ as its agent for service of process in England in respect of any Proceedings and has undertaken that in the event of its ceasing so to act it will appoint another person as its agent for that purpose.

IN WITNESS WHEREOF this Support Agreement has been executed as a deed and delivered on behalf of each of BAWAG and the Company on the date shown below:

Executed as a deed by

BANK FÜR ARBEIT UND WIRTSCHAFT AKTIENGESELLSCHAFT

By:

acting under the authority of that company in the presence of:

Witness's Signature:

Name:

Address:

Executed as a deed by

BAWAG CAPITAL FINANCE (JERSEY) II LIMITED

By:

acting under the authority of that company in the presence of:

Witness's Signature:

Name:

Address:

Dated: 25 June 2002

TAXATION

General

The comments below are of a general nature based on current law and practice in the relevant jurisdiction referred to. They relate only to the position of persons who are the holders of their Preference Shares and may not apply to certain classes of persons such as dealers. Any holders of Preference Shares who are in doubt as to their personal tax position should consult their professional advisers.

Taxation in Jersey

Holders of Preference Shares (other than residents of Jersey) are not subject to any tax in Jersey in respect of the holding, exchange, sale or other disposal of the Preference Shares. Dividend payments may be made by the Issuer without withholding or deduction for, or on account of, and without, any payment of Jersey income tax.

No stamp duties are payable in Jersey on the acquisition, ownership, exchange, sale or other disposal of Preference Shares.

Taxation in Austria

The following assumes that the Preference Shares will be treated as shares for Austrian tax purposes. It cannot be entirely excluded that the Austrian tax authorities will qualify the Preference Shares not as shares but as debt instruments and the income derived therefrom as interest income. The consequences will also be described in the following (see "Taxation as Debt Instruments").

Taxation of Dividends

Dividends paid on Preference Shares issued by a foreign corporation are subject to income tax for the Austrian shareholder, who is an individual resident in Austria for tax purposes (Austrian Individual Holder). The dividend is taxed at the regular progressive tax rates of up to 50 per cent. A distribution to be treated as a repayment of paid-in capital is not subject to tax, if it can be proven that the payment is to be considered a return of capital (BMF, AÖF 1998/88 point 2.3.3./2). If the investor earns income subject to payroll tax, the following applies: No tax is levied on income other than income subject to payroll tax as long as the other income does not exceed € 730,00. An individual's investment income (including dividends from foreign corporations) is not taxed regardless of its source, if it does not exceed € 22,00.

Dividends received by an Austrian resident corporation or a non-resident corporation, which holds the Preference Shares as assets of a permanent establishment or fixed base in Austria ("Austrian Corporate Holder") are subject to corporate tax at a rate of 34 per cent. Dividends received by an Austrian resident corporation or a qualified non-resident EU corporation, which holds the Preference Shares as assets of an Austrian permanent establishment or a fixed base are not subject to corporate tax, if the recipient holds directly at least 25 per cent. of the shares of the dividend paying corporation for an uninterrupted period of 2 years (international participation exemption). This exemption does not apply, if the dividend paying corporation earns mainly passive activity income in the form of interest, rental income from movable and non-tangible goods or from the sale of shares, if the income of the dividend paying corporation is not subject to tax comparable to Austrian corporate tax and if it cannot be proven that the Austrian corporate holder of the dividend is not directly or indirectly owned more than 50 per cent. by individuals not resident in Austria. In case the dividend is taxed under these rules the foreign corporate tax levied on the income of the distributing corporation will be credited against the Austrian corporate tax due on the dividend received.

Taxation of Capital Gains

If an Austrian resident individual – holding the shares as part of his business or private portfolio – sells Preference Shares within one year after their acquisition, the capital gain realised will be taxed at the regular progressive income tax rates. No capital gain taxation will be incurred, if the Austrian resident individual – holding the shares as part of his private portfolio – has held less than 1 per cent. of the shares of the foreign corporation within the last five years and sells the shares more than one year after their

acquisition. If an Austrian resident individual holds the Preference Shares representing less than 1 per cent. of the issuing corporation's capital as part of his business assets for more than one year the capital gain realised upon the disposal of the shares will be taxed at half the individual's average income tax rate. In case an individual holds Preference Shares representing equal or more than 1 per cent. of the issuing corporation's share capital as part of his private assets the capital gain realised will also be subject to half the individual's average income tax rate. In case the individual investor has acquired the Preference Shares without consideration, the previous owner's holding period and ownership percentage will also be taken into account in determining the threshold amounts (if acquired as a gift or upon death of the owner). In case the company, which issued the Preference Shares distributes capital paid-in, it might be that the investor's tax basis is below the amount of capital returned. In this case capital gain taxation as explained above might apply.

Losses from the sale of Preference Shares by resident individuals are in principle deductible only if and to the extent that the corresponding capital gain would have been taxable. The deduction of losses might be subject to additional restrictions.

Capital gains realised by Austrian Corporate Holders are subject to corporate tax at the rate of 34 per cent. Only if the shares qualify for the international participation exemption (ownership of at least 25 per cent. for at least 2 years) the capital gain realised will be tax exempt (to the extent the capital gain realised does not recapture previous write-offs). For bookkeeping Austrian Corporate Holders write-offs are tax-deductible as well as losses realised upon the sale of the Preference Shares. However, it might be that the deduction can only be made over seven years.

Taxation as Debt Instrument

If the Austrian tax authorities would qualify the Preference Shares as debt instruments and the income derived therefrom as interest income, Austrian Individual Holders as well as Austrian Corporate Holders would be subject to Austrian personal or corporate income tax on payments received on the Preference Shares. In case the debt instrument is held by an Austrian Individual Holder and Austrian withholding tax of 25 per cent. is deducted by an Austrian coupon paying agent on the income qualified as interest, the withholding tax is a final tax. However, the owner might apply for taxation at regular rates if this leads to reduced taxation. Any capital gain from the sale of the Preference Shares by Austrian individual holders or Austrian corporate holders would be subject to Austrian personal income tax at the progressive rates or corporate tax at 34 per cent. unless the shares are sold by an Austrian resident individual out of his private assets after an ownership period of more than one year.

Inheritance and gift tax

Under Austrian law, the transfer of Preference Shares will be subject to Austrian inheritance or gift tax on a transfer by reason of death or as a gift if at the time of the transfer of the assets

- (a) the donor or transferor or the heir, donee or other beneficiary is resident in Austria at the time of the transfer, or, if an Austrian citizen, was not continuously outside of Austria and without Austrian residence for more than two years;
- (b) except as mentioned under a) the shares were held as assets of a permanent establishment maintained in Austria by a deceased or donor.

Other Taxes

There are no transfer, stamp or similar taxes, which would apply to the sale or transfer of the Preference Shares in Austria. Net worth tax is not levied any more in Austria.

Please note that the above is a summary of the possible tax implications for certain groups of Austrian investors. The summary is not comprehensive and we strongly suggest that an investor obtains advice on his personal tax situation prior to buying Preference Shares.

Taxation in the Netherlands

The following is a summary of certain Netherlands tax consequences relating to the purchase, ownership, and disposition of shares (“Shares”) in the capital of BAWAG Capital Finance (Jersey) II Limited (the “Company”). The summary does not address any laws other than the tax laws of The Netherlands as currently in effect and in force and as interpreted in published case law by the courts of The Netherlands at the date hereof, and is subject to change after such date, including changes that could have retroactive effect. The summary does not purport to be complete and in view of the general nature of this summary, it should be treated with corresponding caution. Each holder or prospective holder of Shares should consult his or her professional tax advisor with respect to the Netherlands tax consequences of an investment in Shares.

For the purposes of the principal Netherlands tax consequences described below, it is assumed that no individual holder of the Shares has a substantial interest in the Company. An individual has a substantial interest in the Company if either he – alone or together with his partner (*partner*) as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*)– or a person who is a connected person as defined in the Income Tax Act 2001 in relation to such individual, has, directly or indirectly, the ownership of, or certain rights over the Shares representing five per cent. or more of the total issued and outstanding capital (or the issued or outstanding capital of any class of Shares) of the Company, or rights to acquire, directly or indirectly, Shares, whether or not already issued, that represent five per cent. or more of the total issued and outstanding capital (or the issued and outstanding capital of any class of shares) of the Company or the ownership of, or certain rights over profit participating certificates (*winstbewijzen*) that relate to five per cent. or more of the annual profit of the Company or to five per cent. or more of the liquidation proceeds of the Company.

Netherlands Taxes on Income and Capital Gains

Netherlands Residents

Netherlands resident entities

Generally, a holder of Shares will be subject to Netherlands corporate income tax with respect to dividends or capital gains realised on the disposal or deemed disposal of Shares, if the holder is resident, or deemed to be resident, of The Netherlands.

Unless tax exempt, Netherlands resident entities are generally subject to corporate income tax, levied at a rate of 29 per cent. of the first €22,689 of the taxable profits and 34 per cent. of the excess over this amount.

Netherlands resident individuals

A holder of Shares who is resident of The Netherlands, deemed to be resident of The Netherlands, or who has elected to be treated as resident of The Netherlands for Netherlands tax purposes is subject to income tax in respect of income or capital gains derived from the Shares at the progressive rates of the Income Tax Act 2001 if:

- (i) the holder of the Shares has an enterprise or an interest in an enterprise, to which enterprise the Shares are attributable; or
- (ii) the income or gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*).

If conditions (i) and (ii) mentioned above do not apply to the individual holder of the Shares, the holder of the Shares will be subject to Netherlands income tax on a deemed return regardless of actual income derived from the Shares or gain or loss realised upon disposal or deemed disposal of the Shares.

The deemed return amounts to 4 per cent. of the average value of the holder’s net assets in the relevant fiscal year (including the Shares). The average value of the holder’s net assets in a fiscal year is equal to the sum of the value of the net assets at the beginning of the fiscal year and at the end of the fiscal year divided by two. Taxation only occurs to the extent the average value of the holder’s net assets exceeds

the “exempt net asset amount” (*heffingsvrij vermogen*) which is, for the year 2002, in principle €18,146. The deemed return is reduced by the portion of the personal allowances on annual income the holder is entitled to. As so reduced, the deemed return shall be taxed at a rate of 30 per cent.

Netherlands gift, estate and inheritance tax

Netherlands gift, estate or inheritance taxes will be due in The Netherlands in respect of the transfer of the Shares by way of gift by, or on the death of, a holder of the Shares if the holder is, or is deemed to be, resident of The Netherlands, for the purpose of the relevant provisions, at the time of the gift or his or her death.

Other taxes

There is no Netherlands registration tax, capital tax, customs duty, transfer tax, stamp duty, or any other similar tax or duty, other than court fees, payable in The Netherlands in respect of or in connection with the execution, delivery and enforcement by legal proceedings (including any foreign judgement in the courts of The Netherlands) of any agreement relating to the Shares or the performance of the Company’s obligations under the Shares.

No Netherlands value added tax will arise in respect of any payment in consideration for the issue of the Shares.

Taxation In The Federal Republic Of Germany

The following is a summary of the tax position in the Federal Republic of Germany. It is not possible to state categorically whether the Preference Shares will be treated as shares or debt instruments for German tax purposes as they contain elements of both categories. Holders of Preference Shares are therefore strongly advised to consult their professional advisers.

Taxation as Shares

Taxation of Dividends

Only one half of the dividends received by shareholders resident in Germany and non-resident shareholders who hold the Preference Shares as assets of a permanent establishment or fixed base in Germany, and who are individuals (“German Individual Holder”) are subject to income tax at regular rates (plus solidarity surcharge of 5.5 per cent. thereon) (so-called “half income system”). Accordingly, only one half of the expenses attributable to the shareholding are deductible. Distributions treated as repayment of paid-in capital for tax purposes are not subject to tax. If the Preference Shares are not held as assets of a trade or business, income from dividends received by an individual is generally tax-exempt to the extent that the dividends together with other investment income, do not exceed the amount of €1.550,00 (€3.100,00 in the case of a married couple filing jointly) (so-called “Investor Exemption”).

If an individual holds the Preference Shares as assets of a German commercial business, one half of the dividend is subject to trade tax. If the shareholder held less than 10 per cent. of the issued share capital in the Issuer at any time since the beginning of the calendar year in which the dividend is paid, the entire dividend is subject to trade tax. This applies irrespective of whether the shareholder is resident in Germany or not.

Dividends received by a German-resident corporation or a non-resident corporation which holds the Preference Shares as assets of a permanent establishment or fixed base in Germany (“German Corporate Holders”) are in principle tax exempt. If the shareholder is a bank or a financial services institution within the scope of section 1 para. 1a of the German Banking Act and if the Preference Shares have been recorded in the trading book, dividends are fully subject to taxation. The same applies if the Preference Shares were acquired by a finance company as defined by the German Banking Act to achieve short-term capital gains from trading activities.

If a corporation held less than 10 per cent. of the issued share capital in the Issuer at any time since the beginning of the calendar year in which the dividend is paid, the entire dividend is subject to trade tax.

In the case that shareholders resident in Germany and certain expatriate German citizens (former residents) in the aggregate, directly or indirectly, should hold more than 50 per cent. of the issued share capital or of the voting rights of the Issuer, under German controlled foreign corporation legislation, any German resident shareholder's pro rata share in certain passive income (including, without limitation, certain interest, dividends and capital gains from the disposition of securities or investments) earned by the Issuer and subject to a low-tax regime (i.e. in principle an effective tax burden of less than 25 per cent.) may be taxed to such shareholder, irrespective of whether such income is distributed or retained by the Issuer. Upon distribution of a dividend, the dividend will be exempt from German tax. Moreover, any single shareholder resident in Germany and holding, directly or indirectly, 1 per cent. or more of the issued share capital or voting rights of the Issuer may be taxed on his pro rata share in certain investment type income earned by the Issuer or its subsidiaries and subject to a low-tax regime (as defined under German tax law) irrespective of whether this income is distributed by the Issuer.

Taxation of Capital Gains

German Individual Holders are taxed on only one half of their capital gains from the disposition of the Preference Shares, if at all. If the Preference Shares were not held as assets of a trade or business, capital gains from the disposition of the Preference Shares are taxable only if the disposition takes place within one-year after the acquisition of the Preference Shares or – after the expiration of this period - if the shareholder at any time during the five years preceding the disposition, directly or indirectly, held an interest of 1 per cent. or more in the Issuer. Where the shareholder has acquired the Preference Shares without consideration, the previous owner's holding period and size of shareholding will also be taken into account.

Capital gains received by German Corporate Holders are in principle tax exempt. If the shareholder is a bank or a financial services institution within the scope of section 1 para. 1a of the German Banking Act and if the Preference Shares have been recorded in the trading book, capital gains from the sale of such Preference Shares are fully subject to taxation. The same applies if the Preference Shares were acquired by a finance company as defined by the German Banking Act to achieve short-term capital gains from trading activities.

Losses from the sale of the Preference Shares are in principle deductible only if and to the extent that the corresponding capital gains would be taxable. However, the deduction of such losses is subject to additional restrictions.

Taxation as Debt Instruments

If the German tax authorities should qualify the Preference Shares as debt instruments and the income derived therefrom as interest income, German Individual Holders and German Corporate Holders would be subject to German personal or corporate income tax and solidarity surcharge thereon with any payment received on the Preference Shares. Such income would also be subject to trade tax if the Preference Shares are held as assets of a German trade or business. Any capital gains from the disposition of the Preference Shares by German Individual Holders or German Corporate Holders would be subject to German personal or corporate income tax and solidarity surcharge thereon.

Inheritance And Gift Tax

Under German law, the transfer of Preference Shares will be subject to German inheritance or gift tax on a transfer by reason of death or as a gift if at the time of the transfer of the assets:

- (a) the donor or transferor or the heir, donee or other beneficiary is resident in Germany at the time of the transfer, or, if a German citizen, was not continuously outside of Germany and without German residence for more than five years; or
- (b) except as mentioned under (a) the shares were held as assets of a permanent establishment maintained in Germany by a deceased or donor.

Other Taxes

There are no transfer, stamp or similar taxes which would apply to the sale or transfer of the Preference Shares in Germany. Net worth tax is no longer levied in Germany.

SUBSCRIPTION AND SALE

Under a Subscription Agreement dated 25 June 2002 (the “Subscription Agreement”) Deutsche Bank AG London, Merrill Lynch International BCP Investimento-Banco Comercial Portugues de Investimento, S.A., BNP Paribas and UBS AG, acting through its business group UBS Warburg (the “Managers”) have jointly and severally agreed with the Issuer and BAWAG, subject to the satisfaction of certain conditions, to subscribe for the Preference Shares at the issue price of €25 per Preference Share. The Issuer has agreed to pay to the Managers a selling commission of €0.375 per Preference Share and a combined management and underwriting commission of €0.125 per Preference Share. Deutsche Bank AG London and Merrill Lynch International on behalf of the Managers is entitled to terminate the Subscription Agreement in certain circumstances prior to payment to the Issuer. The Issuer and BAWAG have agreed to indemnify the Managers against certain liabilities in connection with the issue of the Preference Shares.

United States of America

The Preference Shares 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 pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Managers has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Preference Shares (i) as part of their distribution at any time or (ii) otherwise until the expiration of the period ending 40 days after the later of the commencement of the offering and the Closing Date (the “Distribution Compliance Period”) within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Preference Shares during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Preference Shares within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S.

The Preference Shares are being offered and sold outside the United States to non- U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Preference Shares within the United States by a dealer (that is not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each of the Managers has represented and agreed that:

- (1) it has not offered or sold and, prior to the expiry of the period of six months from the Closing Date, will not offer or sell any Preference Shares to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;
- (2) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of any Preference Shares in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (3) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Preference Shares in, from or otherwise involving the United Kingdom.

Austria

Each of the Managers has represented and agreed that it will only offer the Preference Shares in the Republic of Austria in compliance with the provisions of the Austrian Capital Markets Act, Federal Law Gazette 1991/625 as amended, and any other laws applicable in the Republic of Austria governing the offer and sale of the Preference Shares in the Republic of Austria. Each of the Managers further agrees that the minimum amount of Preference Shares that it will sell to any individual investor in Austria will be 1,600 (which exceeds the threshold provided for in Section 3(1) No. 9 of the Austrian Capital Markets Act).

Germany

Each Manager has represented and agreed that it will comply with the Securities Sales Prospectus Act (the “Act”) of the Federal Republic of Germany (Wertpapier-Verkaufsprospektgesetz) of 13 December 1990 (as amended). In particular, each of the Managers has represented that it has not engaged and agreed that it will not engage in public offering (öffentliches Angebot) within the meaning of the Act with respect to any shares otherwise than in accordance with all other applicable legal and regulatory requirements.

The Netherlands

Prior to the publication of the advertisement of Euronext Amsterdam N.V. mentioned in Article 47.7 of its Listing Rules or, if earlier, the date on which the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*; the “AFM”) has determined that admission to listing on the Official Segment of Euronext Amsterdam N.V.’s stock market is likely (which in any event is the case if Euronext Amsterdam N.V. declares in writing that the Preference Shares will be admitted to listing on the Official Segment of Euronext Amsterdam N.V.’s stock market), contractually binding offers (or any solicitation of such offers) in respect of the Preference Shares may only be made in *The Netherlands* to individuals or legal entities who or which trade or invest in securities in the conduct of business or profession (which includes banks, securities firms, insurance companies, pension funds, investment institutions, central governments, large international and supranational organisations, other institutional investors and other parties, including treasury departments of commercial enterprises, which are regularly active in the financial markets in a professional manner), and

- (a) it must be made clear both upon making any such offers and in any documents or advertisements in which a forthcoming offering of the Shares are publicly announced that such offers are exclusively made to such individuals or legal entities; and
- (b) a copy of a draft of this Offering Circular must be submitted to the AFM before any such offer is made.

General

Each of the Managers has undertaken that it will comply, to the best of its knowledge and belief, with all applicable securities laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Preference Shares or possesses or distributes this Offering Circular or any other offering material and will obtain any consent, approval or permission which is required by it for the purchase, offer or sale by it of Preference Shares under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales in all cases at its own expense.

GENERAL INFORMATION

1. Listing

Application has been made to list the Preference Shares on Euronext Amsterdam and the Frankfurt Stock Exchange. At the date hereof it is not intended to list the Preference Shares on any other stock exchange.

So long as the Preference Shares are listed on Euronext Amsterdam N.V., the Issuer will comply with the provisions set forth in Schedule A of the Listing and Issuing Rules (*Fond-Senreglement*) of Euronext Amsterdam N.V., as amended from time to time.

So long as the Preference Shares are listed on Euronext Amsterdam N.V., the share paying agent in Amsterdam will be Deutsche Bank AG, Amsterdam Branch.

So long as the Preference Shares are listed on the Frankfurt Stock Exchange, there will be a share paying agent in the city of Frankfurt am Main.

2. Authorisations

The issue of the Preference Shares by the Issuer has been duly authorised by a resolution of the Board of Directors of the Issuer passed on 25 June 2002.

The entering into of the Support Agreement by BAWAG has been duly authorised by resolutions of its Board of Directors passed on 8 April 2002.

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer and/or BAWAG under the laws of Jersey and Austria have been given for the issue of Preference Shares and for the Issuer and BAWAG, as the case may be, to undertake and perform their respective obligations under each of the Subscription Agreement, the Agency Agreement, the Preference Shares and the Support Agreement.

3. Legal status

The Issuer operates under the laws of Jersey (registered number 83188) with limited liability and for an unlimited duration.

BAWAG operates under Austrian law. BAWAG is registered in the Commercial Register of the Commercial Court in Vienna under file number FN 107053g.

4. Litigation

Save as disclosed in this Offering Circular, neither BAWAG nor the Issuer is involved in any litigation or arbitration proceedings relating to claims or amounts which could, if determined adversely, have a material adverse affect on the financial position of BAWAG or the Group nor, so far as BAWAG and the Issuer is aware, is any such litigation or arbitration pending or threatened.

5. Clearing

The Preference Shares have been accepted for clearance through Euroclear and Clearstream, Luxembourg and Clearstream Banking Frankfurt.

German Security Code (WKN): 860 096

ISIN: DE 000 860 0966

Common Code: 015049316

6. No material change

Save as described herein, there has been no material adverse change in the financial position or prospects of BAWAG or the Group since 31 December 2001 or, in the case of the Issuer, since the date of its incorporation on 21 May 2002.

7. Subsidiaries

A list of BAWAG's subsidiaries including BAWAG's holdings of subsidiaries as at 31 December 2001 is set out in the published consolidated audited financial statements of BAWAG for the year ended 31 December 2001.

8. Documents for inspection

For so long as the Preference Shares remain outstanding, copies of the following documents (together, if applicable, with an English translation thereof) will, upon request, be available during normal business hours free of charge at the registered offices of the Issuer and BAWAG and at the specified offices of the Paying and Transfer Agents shown on the back page of this Offering Circular:

- (a) the memorandum and articles of association of the Issuer;
- (b) the articles of association of BAWAG;
- (c) the consolidated audited accounts and the annual reports of BAWAG and its subsidiaries for the financial year ended 31 December 2001;
- (d) the Auditors' reports set out herein;
- (e) the consents and authorisations referred to in paragraph 2 above;
- (f) the Support Agreement; and
- (g) the Agency Agreement.

For so long as the Preference Shares are listed on Euronext Amsterdam and/or the Frankfurt Stock Exchange, the most recently published consolidated and non-consolidated audited annual financial statements and consolidated unaudited semi-annual interim financial statements of BAWAG, and the most recently published audited annual accounts and unaudited semi-annual interim financial statements of the Issuer, will also be available at the offices of the Paying and Transfer Agents, currently shown on the back page of this Offering Circular. BAWAG does not publish non-consolidated interim financial statements. The first annual accounts of the Issuer are expected to be prepared for the period commencing on 21 May 2002 and ending on 31 December 2002.

9. Auditors

KPMG Austria have audited the consolidated financial statements of BAWAG prepared in accordance with Austrian Generally Accepted Accounting Standards for the financial years ended 31 December 1999 and 31 December 2000 and in accordance with International Accounting Standards for the financial year ended 31 December 2001. The auditors expressed an unqualified opinion on the accounts of BAWAG for the financial year ended 31 December 1999; 31 December 2000 and 31 December 2001. KPMG Austria has given and not withdrawn its written consent to the issue of this Offering Circular with their report in the form and context in which it is included.

No accounts of the Issuer have yet been prepared or audited. KPMG Jersey have been appointed as auditors to the Issuer.

10. Forthcoming Change in Jersey Law

It is anticipated that, later this year, an amendment will be made to Article 114 of the Companies (Jersey) Law 1991 ("Article 114") which imposes restrictions on the making of distributions by Jersey Companies (including the payment of dividends). Article 114 currently provides that a Jersey company may make a distribution at any time (a) out of its realised profits less its realised losses or (b) out of its realised revenue profits less its revenue losses (whether realised or not) subject, in the case of (b) to the condition that, immediately after the distribution is made, the directors of the company reasonably believe (i) that the company must be able to discharge its liabilities as they fall due and (ii) that the value of its assets will not be less than the amount of its liabilities. The anticipated change to Article 114 is that limb (ii) of this condition will refer instead to the "realisable value" of the company's assets not being less than its liabilities. The term "value" is not defined for the purposes of Article 114 as it currently stands and the term "realisable value" will not be defined for the purposes of Article 114 as amended.

11. Notices

All notices to the Holders of Preference Shares will be given by the Issuer (i) so long as any Preference Share is listed on the Frankfurt Stock Exchange and the Frankfurt Stock Exchange so requires, by publication in a leading national German newspaper approved by the Frankfurt Stock Exchange (which is expected to be the *Börsen-Zeitung*), (ii) so long as any Preference Share is listed on Euronext Amsterdam and Euronext Amsterdam so requires, by publication in the Euronext Official Daily List (*Officiële Prijscourant*) of Euronext Amsterdam and in a daily newspaper of wide circulation in The Netherlands or, if such publication is not practicable, in a leading daily newspaper in English and having general circulation in Europe and (iii) by mail to Clearstream Banking Frankfurt, Euroclear and Clearstream, Luxembourg.

In accordance with their published rules and regulations, each of Clearstream Banking Frankfurt, Euroclear and Clearstream, Luxembourg will notify the holders of securities accounts with it to which any Preference Shares are credited of any such notices received by it.

ANNEX

Consolidated Financial Statements of BAWAG P.S.K. Group

Concluding Remarks of the Managing Board of BAWAG

The BAWAG Managing Board has prepared the Consolidated Financial Statements as at 31 December 2001 in accordance with the International Accounting Standards (IAS). These Consolidated Financial Statements qualify under the relevant legislation for exemption from the requirement to present Consolidated Financial Statements according to Austrian law and comply with the currently valid EU regulations.

The Consolidated Financial Statements and the Management Report contain all the information required, and particularly explain operations of special significance and other circumstances essential to the future development of the group.

Vienna, 12 March 2002

The Managing Board

Auditors' Report

We have audited the Consolidated Financial Statements prepared by Bank für Arbeit und Wirtschaft Aktiengesellschaft as at 31 December 2001 according to the provisions of the International Accounting Standards (IAS) – in future International Financial Reporting Standards (IFRS) – of the International Accounting Standards Committee (IASC) – in future International Accounting Standards Board (IASB) – which comprise the Balance Sheet as at 31 December 2001, the Profit and Loss Account, the Cash-flow Statement, the Statement of Changes in Equity and the Notes for the financial year from 1 January to 31 December 2001 as well as the statement of last year's figures. These consolidated financial statements are the responsibility of the management. Our responsibility is to express an opinion on these Consolidated Financial Statements based on our audit.

We have conducted our audit in conformity with the International Standards on Auditing (ISA) of the International Federation of Accountants (IFAC). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Consolidated Financial Statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Consolidated Financial Statements. An audit also includes assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall consolidated financial statement presentation. It is sufficiently explained in the Notes (clause 25) why the Consolidated Financial Statements do not include any information on transactions with associated companies. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the **Consolidated Financial Statements** give a true and fair view in all material respects of the net worth and financial positions of the group as at 31 December 2001 and of the results of its operations and its cash flows for the financial year ended on 31 December 2001 in accordance with the International Accounting Standards (IAS).

Under Austrian law (§ 59 a of the Austrian Banking Act), an audit of the Consolidated Management Report has to be conducted and it has to be certified whether the legal requirements for the exemption from the preparation of consolidated accounts according to Austrian law are met.

We confirm that the Management Report is consistent with the Consolidated Financial Statements and that the legal requirements for exemption from the presentation of consolidated accounts according to Austrian law are met.

Vienna, 12 March 2002

KPMG Austria GmbH
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft

Dr. Robert Reiter DDr. Hans Zöchling
Wirtschaftsprüfer und Steuerberater

Consolidated financial statements according to International Accounting Standards (IAS)

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Auditor's Report

**Report of the Supervisory
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Executive Bodies

Note:

Any differences in the tables are due to rounded amounts.

Consolidated Balance Sheet as at 31. 12. 2001

Assets

in EUR million	(Notes)	31.12. 2001	31.12. 2000	absolute change	change in %
Cash and balances with central banks	(2)	1,022	543	479	88.2%
Loans and advances to banks	(3)	5,391	5,041	350	6.9%
Loans and advances to customers	(3)	25,347	24,409	938	3.8%
Risk provisions for loans and advances	(4)	- 688	- 694	6	0.9%
Trading assets	(5)	105	1,761	- 1,656	94.0%
Other current financial assets	(6)	10,916	10,330	586	5.7%
Financial investments	(7)	3,757	2,991	766	25.6%
Intangible assets	(8)	343	349	- 6	1.7%
Tangible fixed assets	(8)	443	479	- 36	7.5%
Other assets	(9)	1,306	526	780	148.3%
Total Assets		47,942	45,735	2,207	4.8%

Liabilities

in EUR million	(Notes)	31.12. 2001	31.12. 2000	absolute change	change in %
Amounts owed to banks	(10)	7,030	7,051	- 21	0.3%
Amounts owed to customers	(10)	26,066	23,151	2,915	12.6%
Debts evidenced by certificates	(11)	10,276	10,877	- 601	5.5%
Provisions	(12)	979	1,033	- 54	5.2%
Other liabilities	(13)	895	1,000	- 105	10.5%
Subordinated and supplementary capital	(14)	1,256	1,325	- 69	5.2%
Minority interests		284	270	14	5.2%
Equity		1,156	1,028	128	12.5%
Total Liabilities		47,942	45,735	2,207	4.8%

Consolidated Profit and Loss Account for the business year 2001

in EUR million	(Notes)	2001	2000	absolute change	change in %
Interest and similar income		2,453.4	1,291.0	1,162.4	90.0%
Interest and similar expense		- 1,827.4	- 889.3	- 938.1	105.5%
Net interest income	(15)	626.0	401.7	224.3	55.8%
Loan loss provisions	(16)	- 121.3	- 75.4	- 45.9	60.9%
Commission income		215.0	94.4	120.6	127.8%
Commission expense		- 35.5	- 11.1	- 24.4	219.8%
Net commission income	(17)	179.5	83.3	96.2	115.5%
Trading result	(18)	33.6	- 28.7	62.3	217.1%
Administrative expenses	(19)	- 578.8	- 294.4	- 284.4	96.6%
Other operating results	(20)	- 7.6	23.2	- 30.8	132.8%
Extraordinary profit					
Profit for the year before tax	(21)	131.4	109.7	21.7	19.8%
Taxes on income and revenue		- 20.9	- 22.7	1.8	7.9%
Profit for the year		110.5	87.0	23.5	27.0%
Minority interests		- 20.5	- 4.2	- 16.3	-
Group profit for the year		90.0	82.8	7.2	8.7%

Statement of Changes in Equity

in EUR million	subscribed capital	capital reserves	revenue reserves	total
As at 1. 1. 2000	114.5	40.3	670.8	825.6
Group profit			82.9	82.9
Dividend payment			- 13.7	- 13.7
Currency conversion			- 5.3	- 5.3
Change in the scope of consolidation			136.2	136.2
Capital increase	10.5	- 10.3	- 0.2	-
Other changes			2.3	2,3
As at 31. 12. 2000	125.0	30.0	873.0	1,028.0

in EUR million	subscribed capital	capital reserves	revenue reserves	total
As at 1. 1. 2001	125.0	30.0	873.0	1,028.0
Group profit			90.1	90.1
Dividend payment			- 20.8	- 20.8
Currency conversion			- 3.9	- 3.9
Change in the scope of consolidation			8.0	8.0
Effects of IAS 39			54.3	54.3
As at 31. 12. 2001	125.0	30.0	1,000.7	1,155.7

Cash-Flow Statement

in EUR million	2001	2000
I. Profit for the year (after tax, excl. minority interests)	111	87
<i>Non-cash items included in profit for the year, and adjustments to reconcile profit for the year to cash flows from operating activities</i>		
a) Depreciation, value adjustments, revaluation	193	136
b) Changes in provisions for personnel cost and other provisions	1	158
c) Changes in other non-cash items	18	22
d) Gain and loss on the disposal of intangible assets, tangible fixed assets and financial investments	- 25	- 20
e) Other adjustments (net)	- 509	- 354
Subtotal	- 211	30
<i>Changes in assets and liabilities from operating activities after adjustments for non-cash components</i>		
a) Loans and advances to banks and customers	- 1,393	- 345
b) Trading assets	1,107	2,389
c) Other current financial assets	- 630	- 1,850
d) Other assets	- 105	13
e) Amounts owed to banks and customers	2,960	422
f) Debts evidenced by certificates	- 513	- 80
g) Other liabilities	- 183	- 43
Interest and dividends received	2,523	1,295
Interest paid	- 2,182	- 1,154
Income tax payments	- 51	- 22
II. Cash-flow from operating activities	1,321	653
<i>Proceeds from the disposal of</i>		
a) Financial investments	1,566	847
b) Tangible fixed assets and intangible assets	10	2
<i>Payments for the acquisition of</i>		
a) Financial investments	- 2,192	- 667
b) Tangible fixed assets and intangible assets	- 65	- 47
<i>Acquisition of subsidiaries (minus acquired cash)</i>	-	- 518
<i>Other changes and influences from the change in the scope of consolidation</i>	- 71	- 15

in EUR million	2001	2000
III. Cash-flow from investing activities	- 751	- 397
a) Dividend payments	- 21	- 14
b) Subordinated liabilities and other financing activities	- 69	123
IV. Cash-flow from financing activities	- 90	109
Cash holdings at the end of the previous period	543	177
Cash-flow from operating activities	1,321	653
Cash-flow from investing activities	- 751	- 397
Cash-flow from financing activities	- 90	109
Cash holdings at the end of the period	1,022	543

The cash-flow statement informs about the status and development of the group's cash flows. It shows the inflow and outflow of funds divided into operative business, investment activities, and financing activities. The cash holdings recorded include cash in hand and balances with central banks.

Notes

The Vienna-based Bank für Arbeit und Wirtschaft Aktiengesellschaft (BAWAG) has a share capital of 125,000,000 euros. The number of 1,575,000 individual share certificates remained unchanged in 2001.

The expected dividend for the business year 2001 paid on ordinary shares in the amount of the share capital is 12%, which is equivalent to a total of 15,000,000 euros.

1) Accounting and valuation methods

The consolidated financial statements of BAWAG for the financial year 2001 were prepared for the first time on the basis of the International Accounting Standards (IAS). In its reporting the group took account of all relevant obligatory standards and of the interpretations (SIC) of the International Financial Reporting Interpretation Committee (IFRIC).

Basing the financial statements on the provisions of the IAS required the preparation of benchmark figures for the reference period 2000. Since 1 January 2001, application of the principles of *IAS 39 "Financial instruments: Recognition and Measurement"* and *IAS 40 "Investment Properties"* has been obligatory. As the reference figures for 2000 were not adjusted to these two standards, the application of IAS 39 allows only a limited comparison of the two sets of financial statements.

The consolidated IAS statements of BAWAG are based on the consolidated enterprises' individual financial statements which are prepared uniformly in accordance with IAS.

Differences between IAS accounting and accounting on the basis of Austrian accounting principles are described under clause 38) "Legal basis of and comments on the applied accounting, valuation and consolidation methods deviating from Austrian law" .

Balance sheet assets denominated in foreign currencies were converted on the basis of the mean spot rate, forward exchange operations on the basis of the forward exchange rate as at the balance sheet date.

Scope of consolidation and consolidation methods

The group's consolidated financial statements include 62 fully consolidated subsidiaries. Following the principle of materiality, the relevant subsidiaries' balance sheet total (the share of non-consolidated companies in the aggregate balance sheet total of all affiliated companies is less than 2%) and their contribution to the overall result (the contribution of non-consolidated companies to the aggregate annual result of all affiliated companies is less than 1%) were used as criteria for the inclusion.

A comparison of the group's profit and loss account for 2001 with the respective last year's figures is possible only to a limited extent. Since P.S.K. was consolidated for the first time as at 1 December 2000, the consolidated profit and loss account 2000 only included the income and expenditure of P.S.K. and its subsidiaries for the month of December.

Pursuant to IAS 39, participating interests in non-consolidated companies were valued at cost, or in the case of liquid listed securities at fair value. The book value of our group's participating interests that were not measured at fair value amounts to 487 million euros.

Clause 33) "Selected associated companies" contains a list of all our fully consolidated subsidiaries.

Capital is included in the consolidated accounts applying the revaluation method at the value stated on the date of the first inclusion.

Goodwill was capitalised for all participating interests acquired after 1 January 1995. Goodwill from purchases effected before this date will be set off against profit reserves. Capitalised goodwill is reported in the balance sheet under the item "*Intangible assets*" and – depending on the impairment test – amortised on a straight-line basis over a period of 20 years against the item "*Other operating income*" affecting the operating results.

Foreign currency is converted as at the reporting date. Inter-company transactions are valued at rates in line with the market, which allows us to dispense with eliminating inter-company profit.

Recognition and measurement methods

Loans and advances

Loans and advances are entered into the balance sheet at nominal value including deferred interest and are shown with their gross value, i. e. before deducting value adjustments. Additionally purchased loans and advances, which pursuant to IAS 39.19 were assigned to the valuation category “available-for-sale”, are entered into the balance sheet at fair value. The fair value is usually determined by measuring the present value of the contractually agreed cash flow on the basis of a risk-adjusted rate of interest.

Risk provisions

Value adjustments comprise risk provisions for potential loan losses through individual value adjustments or lumped individual value adjustments on the basis of previous experiences. The value adjustments for losses on loans are openly deducted from loans and advances in the balance sheet. Provisions for off-balance-sheet loans are entered on the liabilities side as debit provisions.

In accordance with IAS 39.10 we differentiate between four categories (portfolios) of **financial instruments**. Our financial instruments were assigned to these categories as at 1 January 2001. Financial instruments are accounted for using the trade date:

a) Held for trading

This category includes financial assets held for trading purposes. Financial trading instruments are measured at their fair values, which are determined on the basis of stock exchange prices or market-related valuation prices. Pursuant to IAS 30.10 derivatives are always classified as financial trading instruments, unless they are designated as hedging transactions (see Hedge Accounting below).

Trading assets are only set off against trading liabilities (netting), if it is legally enforceable and if such netting is in line with the actually expected development of the transaction.

b) Available-for-sale

Assets of this category are not held for trading. According to the criteria of IAS 39, such assets include marketable securities and other financial assets without a final maturity or financial assets which do not involve payments that may be fixed in advance. Assets whose fair value could be reliably established, were entered into the balance sheet at fair value. Assets for which no stock prices existed were measured by internal prices based on acknowledged present value calculations or on suitable option price models.

The first valuation as at 1 January 2001 was made by offsetting these assets against our profit carried forward not affecting current results. The changes in book values recorded in 2001 and/or the following periods are recognised as revenue in the profit and loss account under the item "Other operating income".

c) Held-to-maturity

Held-to-maturity assets are intended for long-term use by the company. They are measured at amortised cost.

At each balance sheet date, the obtainable value of an asset is established (impairment test). If this value is below the latest relevant book value, the asset is devalued accordingly. In order to determine the obtainable value, the expected future surplus payments are discounted at the original interest rate of the relevant financial investment. If this level of impairment decreases in the following periods, the asset must be written up at most to the level of the amortised acquisition cost.

d) Originated loans and receivables

This category includes all financial assets which are originated through direct supply of money, goods or services to the debtor and are not intended to be resold. They are entered into the balance sheet at amortised cost and are reported under liabilities.

Hedge Accounting (reporting of hedging relationships)

Pursuant to IAS 39.10 hedging instruments (or hedging transactions) are derivatives whose fair value shows a negative correlation with the fair value of the underlying transaction and in this way partly or fully eliminates the risk from the underlying transaction.

In our 2001 financial statements, hedge accounting was exclusively used for instruments belonging to the item "Debts evidenced by certificates". This kind of protection strategy was mainly applied to interest rate risks, which are hedged through interest rate swaps (IRS), as well as to interest rate and currency risks, which are hedged through cross-currency swaps (in individual cases also through currency forwards). In some cases we also used caps or bond options. Equity risks are hedged through equity swaps.

In order to be classified as hedging-efficient the ratio of the change in the fair value of the hedging instrument to the change in the fair value of the hedged instrument must range between 80 to 125%. For all own issues hedged through IRS and/or CRS, the hedging efficiency is proven on a quarterly basis.

Internal deals were not taken into account as affecting the balance sheet nor as affecting the current results.

Intangible assets, tangible fixed assets

The item "Intangible assets" particularly includes acquired goodwill and capitalised projects pursuant to IAS 38.

Intangible assets and tangible fixed assets were reported at acquisition or production cost minus straight-line scheduled depreciation. Rates for depreciation of buildings range from 2.5% to 4%; the rates applied to other tangible fixed assets range from 5% to 20%, rates applied to acquired and self-constructed intangible assets (with the exception of goodwill) amount to 20%. Assets added in the first half of the financial year are depreciated at the full annual rate; those added in the second half of the year are depreciated at half the annual rate.

Property and buildings held as investment properties are valued at amortised acquisition cost (IAS 40).

Apart from reviewing the depreciation method and the relevant periods of use, we also examine the individual assets with respect to their impairment on each balance sheet date.

Leasing

In the case of finance leases, receivables from the lessees are reported at the present values of the contractually agreed instalments taking account of any possible residual values. Operating leases – where all rights and duties in connection to the leasing object remain with the BAWAG P.S.K. Group as the owner of the object – are reported under financial investments. The relevant leasing object is written off as required. The leasing instalments are recognised as revenue.

Taxes on income and deferred taxes

In accordance with IAS 12, taxes on income are calculated and reported pursuant to the balance-sheet oriented liability method. They are calculated according to the local tax rates, which may be expected at the time of settling the tax account with the competent tax authority.

Deferred tax assets and liabilities result from the difference between the valuations of the reported assets or liabilities and their respective tax valuations. This will presumably lead to future income tax increases or income tax reductions (temporary differences). Deferred tax assets for unused tax losses carried

forward are reported if it is likely that taxable profits will be generated for the same taxable object in the future. Deferred taxes are not discounted.

Tax expenses affecting the current results are stated under the item *“Taxes on income and revenue”* in the consolidated profit and loss account and are subdivided into current and deferred income taxes in the Notes. Other, not income-related taxes are stated under the item *“Other operating income”*.

Liabilities

Pursuant to IAS 39, financial liabilities, which are not held for trading purposes, are valued at amortised acquisition costs, i. e. they are entered at the amount repayable.

Provisions

Provisions for social capital (i. e. provisions for pension and severance payments as well as for anniversary bonuses) are calculated in accordance with IAS 19 with the projected unit credit method.

The present value of the entitlements existing on the valuation date is established on the basis of actuarial calculations taking account of an appropriate discount rate and anticipated incremental rates of active salary and pension payments and is entered as provision into the consolidated balance sheet.

The major parameter underlying the actuarial calculations are the following:

for pension payments:	discount rate:	5% p. a.
	pension progression:	2% p. a.
<hr/>		
for severance payments and anniversary bonuses:	discount rate	5% p. a.
	salary progression	4,5% p. a.
	retirement age	62 (men) 57 (women) *

* taking account of the transitional provisions for women under the Austrian General Social Insurance Act (ASVG)

The calculations of the social capital provisions are based on the generational mortality tables *“AVÖ 1999-P-Rechnungsgrundlagen für die Pensionsversicherung (Calculation Bases for Pension Insurance)”* by Pagler & Pagler published in 1999.

Part of the pension entitlements of our employees are covered by Allianz Pensionskasse AG and APK Allgemeinen Pensionskasse AG. Payments to the pen-

sion fund are recognised as expenses for the current period, any further obligations do not exist.

The retirement benefit schemes of the BAWAG P.S.K. Group, which due to performance-related commitments are fully financed out of provisions, are mostly used for pension entitlements and potential pension entitlements of employees of the mother company, BAWAG, and employees of P.S.K. AG.

Other provisions for contingent liabilities to third parties are formed in the amount of the expected availment.

2) Cash and balances with central banks

Information on the Consolidated Balance Sheet

in EUR million	31.12. 2001	31.12. 2000
Cash in hand	477	449
Balances with central banks	545	94
Cash and balances with central banks	1,022	543

3) Loans and advances to banks and customers

Breakdown by remaining maturities

in EUR million	repayable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Loans and advances to banks 2001	1,686	1,483	1,037	843	342	5,391
Loans and advances to banks 2000	1,065	1,228	687	1,379	682	5,041

in EUR million	repayable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Loans and advances to customers 2001	3,718	1,951	2,918	7,676	9,084	25,347
Loans and advances to customers 2000	3,353	2,797	3,097	6,309	8,853	24,409

Loans and advances to banks by regional aspects

in EUR million	31.12. 2001		31.12. 2000	
Austria	693		2,273	
		thereof guaranteed		thereof guaranteed
International	4,698	325	2,768	241
Western Europe	3,840	–	2,011	–
Central and Eastern Europe	403	241	382	241
North America	192	–	158	–
Latin America	10	–	10	–
Other	253	84	207	–
Loans and advances to banks	5,391		5,041	

The assignment to the individual geographic regions is made according to the seat of the relevant transaction partner.

Loans and advances to customers by regional aspects

in EUR million	31.12. 2001		31.12. 2000	
Austria	21.707		20.652	
		thereof guaranteed		thereof guaranteed
International	3,640	132	3,757	128
Western Europe	2,631	58	2,934	–
Central and Eastern Europe	387	8	314	51
North America	412	–	289	7
Latin America	32	–	48	–
Other	178	66	172	70
Loans and advances to customers	25,347		24,409	

Loans and advances to domestic customers account for 86% of the overall loans and advances, which illustrates that our group's lending business is clearly focused on the Austrian market.

Loans and advances to banks by type of loan

in EUR million	31.12. 2001	31.12. 2000
Demand deposits	1,686	1,065
Time deposits	2,879	3,134
Lendings	816	838
Other	10	4
Loans and advances to banks	5,391	5,041

The shifts between the items “Demand deposits” and “Time deposits”, which were short-term deposits last year too, are due to processing reasons.

Loans and advances to customers by type of loan

in EUR million	31.12. 2001	31.12. 2000
Giro business	2,683	2,279
Cash advances	2,526	2,427
Loans	18,949	18,560
One-off loans	18,083	17,631
Advances on current accounts	843	844
Other	23	85
Other	1,189	1,143
Loans and advances to customers	25,347	24,409

The item “Other” mainly includes loans and advances from leasing activities.

Loans and advances to customers by sectors

in EUR million	31.12. 2001	31.12. 2000
Public sector	6,020	6,350
Guaranteed by public sector	2,412	2,128
Enterprises	12,870	12,118
Private customers	4,045	3,813
Loans and advances to customers	25,347	24,409

4) Risk provisions

Development of risk provisions

in EUR million	individual credit risks	lumped individual risks	country risks	TOTAL
as at 1. 1. 2001	544	123	27	694
Additions				
provisions formed via P&L	146	18	2	166
Disposals				
earmarked use	- 99	- 5	- 11	- 115
provisions released via P&L	- 36	- 16	- 5	- 57
	- 135	- 21	- 16	- 172
as at 31.12. 2001	555	120	13	688

Breakdown of risk provisions

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks	11	27
Loans and advances to customers	645	631
Other assets	32	36
Risk provisions	688	694

Risk provisions by countries

in EUR million	31.12. 2001	31.12. 2000
Austria	529	546
International	159	148
Western Europe	136	120
Central and Eastern Europe	14	26
Latin America	7	1
Other	2	1
Risk provisions	688	694

5) Trading assets

in EUR million	31.12. 2001	31.12. 2000
Debt securities and other fixed-income securities	52	1,103
Debt securities of public authorities	24	308
Debt securities of other public issuers	–	6
Debt securities of other issuers	28	789
of which own issues	2	26
Shares and other variable-yield securities	1	1
Shares	1	–
Investment certificates	–	1
Positive fair value from derivative financial instruments	51	601
Currency derivatives	4	155
Interest rate derivatives	47	446
Other trading assets	1	56
Trading assets	105	1,761

In 2000, both BAWAG and P.S.K. maintained their own trading books. In the year under review, the trading books were merged as defined by BAWAG, and the other items were transferred to the banking book.

6) Other current financial assets

in EUR million	31.12. 2001	31.12. 2000
Debt securities and other fixed-income securities	8,603	8,819
Debt securities of public authorities	834	1,565
Debt securities of other public issuers	389	788
Debt securities of other issuers	7,380	6,466
of which own issues	126	317
Shares and other variable-yield securities	2,313	1,511
Shares	77	57
Investment certificates	2,118	1,355
Other	118	99
Other current financial assets	10,916	10,330

As a result of the first valuation based on IAS 39, the shares and other variable-yield securities in the amount of 518 million euros, which were reported under “Financial investments” in 2000, were transferred to the group’s current assets.

7) Financial investments

in EUR million	31.12. 2001	31.12. 2000
Debt securities and other fixed-income securities	2,920	1,652
Debt securities of public authorities	1,845	1,052
Debt securities of other public issuers	354	102
Debt securities of other issuers	721	498
of which own issues	–	30
Shares and other variable-yield securities		518
Shares	–	9
Investment certificates	–	483
Other	–	26
Participating interests	418	436
Shares in affiliated companies	76	92
Leased property and buildings	343	293
Financial investments	3,757	2,991

In the context of the first-time application of IAS 39, we reorganised our current assets and our fixed assets in accordance with the intended retention period and with the definitions of IAS 39. The addition in leased properties and buildings mainly derives from the increase in the number of consolidated companies, which now also include all subsidiaries of BAWAG P.S.K. Immobilien AG.

Premiums on securities belonging to the group’s fixed financial assets are depreciated over their economic life, expenses are reported under “Net interest income”.

Development of financial investments

in EUR million	book value as at 31.12.00	acquisition cost as at 1. 1.01	change in scope of consolidation	additions incl. book transfers depreciation	disposals incl. book transfers	cumulated tax	book value as at 31.12.01	write ups and write downs business year
Financial Investments	2,986	3,184	59	2,845	- 2,232	175	3,680	- 26
Debt securities and other fixed-income securities	1,648	1,676	-	2,760	- 1,563	29	2,844	- 16
Shares and other variable yield securities	517	584	-	-	- 584	-	-	-
Participating interests in associated companies	177	177	1	5	- 7	1	175	-
Other participating interests	259	278	-	26	- 35	26	242	- 6
Shares in affiliated companies	92	105	- 11	32	- 35	15	76	5
Leased property and buildings	293	364	69	22	- 8	104	343	- 9

The additions and disposals of securities are a result of the reclassifications made in the context of the first valuation according to IAS 39. Debt securities and other fixed-income securities do not include interest deferral and may thus not be compared with the balance sheet value.

8) Intangible assets and tangible fixed assets

in EUR million	book value as at 31.12.00	acquisition cost as at 1.1.01	change in scope of consolidation	additions incl. book transfers depreciation	disposals incl. book transfers	cumulated tax	book value as at 31.12.01	write ups and write downs business year
Intangible assets	349	374	4	15	- 4	46	343	- 25
Goodwill	345	346	4	-	- 4	19	328	- 22*
Acquired	4	28	-	1	-	26	3	- 2
Self-constructed	-	-	-	14	-	1	12	- 1
Tangible fixed assets	479	925	16	29	- 48	479	443	- 59
Land and buildings used to conduct business	244	312	- 13	- 5	- 10	60	223	- 6
Other land and buildings	69	91	6	- 3	- 2	25	68	- 3
Office furniture and equipment	166	522	23	37	- 36	394	152	- 50

*) thereof 3.6 billion euros due to impairment tests

9) Other assets

in EUR million	31.12.2001	31.12.2000
Tax assets	25	132
Other assets from insurance companies	53	39
Prepayments and accrued income	55	60
Other assets	356	295
Positive fair value from derivatives	816	-
Other assets	1,306	526

The recognition of the positive fair values of derivatives is a result of the first-time application of IAS 39.

The group's deferred tax assets break down as follows:

Balance of deferred tax assets

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks/customers	–	17
Financial investments	1	3
Current financial assets	6	–
Provisions	–	51
Losses carried forward	10	9
Deferred tax assets	17	80
Tangible fixed assets	–	3
Deferred tax liabilities	–	3
Net deferred tax assets	17	77

Deferred tax assets from and liabilities to the same local tax authority are netted out for each taxable entity and are stated under "Other assets" or "Provisions for deferred taxes".

10) Amounts owed to banks and customers

Breakdown by remaining maturities

in EUR million	payable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Amounts owed to banks 2001	1,974	3,452	1,041	52	511	7,030
Amounts owed to banks 2000	1,521	3,120	1,681	1	728	7,051

in EUR million	payable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Amounts owed to customers 2001	4,886	5,316	2,335	5,233	8,296	26,066
Amounts owed to customers 2000	5,025	3,603	4,345	5,549	4,629	23,151

In 2001, savings deposits payable on demand were uniformly reported by their average holding period.

Amounts owed to banks by regional aspects

in EUR million	31.12. 2001	31.12. 2000
Austria	1,868	1,877
International	5,162	5,174
Western Europe	3,368	4,242
Central and Eastern Europe	299	352
North America	1,103	338
Latin America	45	0
Other	347	242
Amounts owed to banks	7,030	7,051

The assignment to the individual geographic regions is made according to the seat of the relevant Counterparty.

Amounts owed to customers by regional aspects

in EUR million	31.12. 2001	31.12. 2000
Austria	25,032	22,273
International	1,034	878
Western Europe	665	496
Central and Eastern Europe	150	149
North America	30	27
Latin America	22	31
Other	167	175
Amounts owed to customers	26,066	23,151

Amounts owed to customers by sectors

in EUR million	31.12. 2001	31.12. 2000
Savings deposits	16,337	15,128
Other deposits	9,729	8,023
Public authorities	2,183	1,493
Enterprises	4,928	4,051
Private customers	2,618	2,479
Amounts owed to customers	26,066	23,151

11) Debts evidenced by certificates

Breakdown by remaining maturities

in EUR million	payable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Debt securities in issue 2001		21	1,178	3,417	3,626	8,242
Debt securities in issue 2000		375	796	3,770	3,802	8,743

in EUR million	payable on demand	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Other debt evidenced by certificates 2001		73	424	708	829	2,034
Other debt evidenced by certificates 2000		176	266	694	998	2,134

The item “Debt securities in issue” refers to issues listed on the stock exchange. The item “Other debt evidenced by securities” contains cash bonds and private placements not listed on the stock exchange.

12) Provisions

in EUR million	31.12. 2001	31.12. 2000
Severance payments	77	68
Pensions	185	186
Anniversary bonus	17	16
Provisions for taxes	89	119
thereof for current taxes	16	43
thereof for deferred taxes	73	76
Other provisions	611	644
Provisions	979	1,033

The item “Other provisions” includes actuarial provisions in the amount of 480 million euros (2000: 421 million euros).

Development of social capital

in EUR million	provisions for pensions	provisions for severance payments	provisions for anniversary bonuses	total social capital provisions
Present value of acquired entitlements as at 1. 1. 2001	186	68	16	270
Change in scope of consolidation	-	-	-	-
Service cost	4	6	1	11
Interest cost	9	3	1	13
New commitments	-	-	-	-
Transfer of payments to social insurance (ASVG)	- 10	- 4	- 1	- 15
Actuarial result as at 31.12. 2001	- 4	4	-	-
Provisions as at (present value of acquired entitlements)	185	77	17	279

in EUR million	provisions for pensions	provisions for severance payments	provisions for anniversary bonuses	total social capital provisions
Present value of acquired entitlements as at 1. 1. 2000	174	54	9	237
Change in scope of consolidation	17	18	5	40
Service cost	3	5	1	9
Interest cost	10	3	1	14
New commitments	3	-	-	3
Transfer of payments to social insurance (ASVG)	- 7	- 9	- 1	- 17
Actuarial result as at 31.12. 2000	- 14	- 2	-	- 16
Provisions as at (present value of acquired entitlements)	186	68	16	270

Development of provisions

in EUR million	as at 1. 1. 2001	change in scope of consolidation	allocation	use	release	as at 31.12. 2001
Provisions for taxes	119	19	22	- 37	- 34	89
Current taxes	43	2	10	- 33	- 6	16
Deferred taxes	76	17	12	- 4	- 28	73
Other provisions	644	- 1	103	- 97	- 39	611
Provisions for possible loss from pending transactions	5	-	-	-	- 5	-
Actuarial provisions	421	-	59	-	-	480
Other provisions	217	- 1	45	- 97	- 34	131

The provision for the valuation of derivatives formed in the previous years and reported under the item "Other provisions" was used up due to the fair-value method applied under IAS 39.

Balance of deferred tax liabilities

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks/customers	17	-
Financial investments	4	2
Provisions	36	5
Loss carried forward	14	-
Other	2	-
Deferred tax assets	73	7
Self-constructed intangible assets	4	-
Loans and advances to banks/customers	16	-
Trading assets / liabilities	4	4
Financial investments	32	17
Current financial assets	18	-
Tangible fixed assets	69	61
Other	3	1
Deferred tax liabilities	146	83
Net deferred tax liabilities	- 73	- 76

The sum total of all temporary differences for which pursuant to IAS 12.39 no deferred tax liabilities were reported amounts to 177 million euros.

13) Other liabilities

in EUR million	31.12. 2001	31.12. 2000
Other liabilities	183	392
Other liabilities from insurance companies	15	15
Trading liabilities	60	478
Currency debt	2	22
Interest payable	58	456
Negative fair value from derivatives	588	
Prepayments and accrued income	49	115
Other liabilities	895	999

The recognition of the negative fair value of banking book derivatives results from the first-time application of IAS 39.

14) Subordinated and supplementary capital

Breakdown by remaining maturities

in EUR million	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Subordinated capital 2001	–	6	–	771	777
Subordinated capital 2000	–	5	–	761	766

in EUR million	up to 3 months	3 months to 1 year	1 – 5 years	more than 5 years	total
Supplementary capital 2001	39	58	110	272	479
Supplementary capital 2000	27	131	199	202	559

Information on the Consolidated Profit and Loss Account

Owing to the fact that P.S.K. and its subsidiaries were first consolidated as at 1 December 2000, last year's figures only allow a limited comparison with the group's 2001 statements. In order to enhance the comparability, we provided the figures of a pro-forma consolidation of P.S.K. for the whole year 2000 as additional information. It must, however, be taken into account that the profit and loss account only includes P.S.K.'s earnings but not the refinancing cost of about 50 million euros.

15) Net interest income

in EUR million	2001	2000	full year 2000
Interest income from loans and advances to banks	393.7	143.5	400.9
Interest income from loans and advances to customers	1,217.7	815.4	1,256.9
Interest income from fixed-income securities	670.9	221.8	511.8
Current income from shares and variable-yield securities	52.3	41.8	43.6
Current income from participating interests	17.2	12.5	13.1
Current income from participating interests in associated companies	10.3	7.8	7.8
Current income from shares in affiliated companies	9.6	19.2	19.2
Current income from leasing operations	81.7	29.0	30.2
Interest and similar income	2,453.4	1,291.0	2,283.4
Interest expenses for amounts owed to banks	- 341.2	- 199.7	- 322.7
Interest expenses for amounts owed to customers	- 747.0	- 469.0	- 668.8
Interest expenses for debts evidenced by certificates	- 673.7	- 184.3	- 560.1
Interest expenses for subordinated/supplementary capital	- 65.5	- 35.0	- 41.8
Other expenses for leasing operations	-	- 1.3	- 1.3
Interest and similar expenses	- 1,827.4	- 889.3	- 1,594.6
Net interest income	626.0	401.7	688.8

Interest and similar income is reported on an accrual basis as long as their collectibility is taken as granted. Interest income also includes the depreciation of the premium on investment securities as it accrues. The net interest income includes 24.0 million euros from the lease of properties and buildings to third parties.

16) Loan loss provisions

in EUR million	2001	2000	full year 2000
Direct write-offs of and value adjustments for loans and advances to banks and customers	- 194.1	- 90.9	- 118.9
Released value adjustments for loans and advances to banks/customers	57.0	30.8	43.7
Amounts received against loans and advances written off	0.3	0.4	0.5
Risk provisions for loan losses reflected in the balance sheet affecting the current-period result	- 136.8	- 59.7	- 74.6
Provisions allocated to contingencies and credit risks	- 1.2	- 15.7	- 17.5
Provisions released for contingencies and credit risks	16.7	-	2.8
Provisions for off-balance sheet loan losses affecting the current-period result	15.5	- 15.7	- 14.8
Loan loss provisions	- 121.3	- 75.4	- 89.4

17) Net commission income

in EUR million	2001	2000	full year 2000
Payment transactions	138.4	42.0	120.1
Lending business	5.7	9.8	14.3
Securities and custody business	9.0	16.0	17.7
International/forex/currency business	14.0	6.9	13.1
Other services	12.4	8.6	13.4
Net commission income	179.5	83.3	178.6

The item "Net commission income" includes all income and expenses from the group's service transactions, such as agency fees for new loan accommodations.

18) Trading result

in EUR million	2001	2000	full year 2000
Equity-related transactions	- 0.7	1.2	1.2
Interest-rate-related transactions	22.0	- 4.0	- 12.1
Currency-related transactions	12.3	- 26.5	- 2.3
Other transactions	-	0.6	0.6
Trading result	33.6	- 28.7	- 12.6

Apart from realised and unrealised net results from the assessment at fair value, the trading result also contains the dividend income from the shares of the trading portfolio and the interest accrued on the other trading assets.

19) Administrative expenses

in EUR million	2001	2000	full year 2000
Wages and salaries	- 184.7	- 133.7	- 203.1
Expenses for statutory social security contributions	- 52.1	- 31.4	- 50.3
Voluntary employee benefits	- 5.8	- 3.0	- 5.9
Expenses for retirement benefits	- 16.4	- 8.2	- 8.6
Allocation to/release of pension provisions	1.1	0.6	- 0.9
Allocation to/release of severance payment provisions	- 9.4	3.1	2.0
Allocation to/release of anniversary bonus provisions	- 1.5	- 0.4	- 0.5
Staff costs	- 268.8	- 173.0	- 267.3
Other administrative expenses	- 238.2	- 83.7	- 251.9
Depreciation on tangible fixed assets, intangible assets and investment properties	- 71.8	- 37.7	- 65.9
Administrative expenses	- 578.8	- 294.4	- 585.2

In 2001, the group capitalised administrative expenses in the amount of 14 million euros as project cost.

The amortisation of goodwill reported under intangible assets is included in the item "Other operating results".

20) Other operating results

in EUR million	2001	2000
Other operating income	58.3	60.9
Other operating expenses	- 17.9	- 44.7
Amortisation of goodwill	- 22.0	- 18.7
Income from other current financial assets	- 45.8	6.1
Income from financial investments	7.6	16.8
Profit from insurance business	12.2	2.8
Other operating results	- 7.6	23.2

The categories "Other operating income" and "Other operating expenses" include items which do not belong to any other income or expense categories.

In 2001, "Other operating expenses" include expenses for leased property and buildings in the amount of 4.2 million euros.

The results from the group's foreign currency valuations amount to 3.8 million euros in the year under review.

In 2000, impairment tests led to the amortisation of goodwill equivalent to 16.4 million euros. In 2001, the impairment test resulted in an amortisation of 3.6 million euros, which was assigned to the "Key Account" segment.

Profit from insurance business

in EUR million	2001	2000
Earned net premiums	88.9	70.9
Income from capital investments	22.9	26.8
Other income	0.5	0.2
Aggregated income	112.3	97.9
Expenses for events insured against	- 45.0	- 25.7
Change in actuarial net provisions	- 43.0	- 47.5
Expenses for the insurance business	- 7.8	- 6.8
Expenses for capital investments	- 0.1	- 2.6
Other expenses	- 1.9	- 0.9
Aggregated expenses	- 97.8	- 83.5
Profit before allocation to refund of premium	14.5	14.4
Expenses for refund of premium	- 2.3	- 11.6
Profit from insurance business	12.2	2.8

21) Taxes on income and revenue

in EUR million	2001	2000
Current income tax expense	- 13.9	- 20.3
Deferred income tax expense	- 7.0	- 2.4
Taxes on income	- 20.9	- 22.7

The following transition statement shows the relation between the calculated and the reported tax expenses:

in EUR million	2001	2000
Profit for the year before tax	131.4	109.7
Calculated tax expense (34%)	44.7	37.3
Tax savings due to tax-exempt income from participations	- 24.7	- 10.4
Tax savings due to other tax-exempt income	- 2.3	- 5.0
Tax savings due to preferential treatment of investments	- 0.6	- 2.9
Tax savings due to creditable foreign withholding taxes	- 0.7	- 0.4
Tax savings due to differences in foreign tax rates	- 0.5	- 2.8
Tax savings from shares in the profit of partnerships	0.1	- 2.7
Tax from non-deductible expenses	2.9	7.7
Other tax effects	5.1	13.3
Tax expense not attributable to the reporting period	- 3.2	- 11.4
Reported income tax expense	20.9	22.7

The assets include deferred taxes due to capitalised benefits from still unused tax losses carried forward in the amount of 23.1 million euros. The major part of the losses carried forward may be carried forward for an unlimited period of time. The untaxed part of the liability provision amounts to 308.8 million euros.

The aggregate amount of actual and deferred taxes directly debited to the group's equity is equivalent to 34.6 million euros.

Further information pursuant to IAS

22) Fair Value

The following table shows the fair values of the individual balance sheet items. The fair value indicates the amount or price at which financial instruments could have been traded between knowledgeable, willing parties in an arm's length transaction at the balance sheet date. To the extent prices of stock markets or other functioning markets were available, the relevant assets or liabilities were stated at these prices. The other financial instruments were reported on the basis of internal valuation models, especially the present value method.

Investment properties were valued by independent external experts.

For fixed-rate loans and advances extended to or amounts owed to banks and customers with a remaining maturity or ongoing interest-rate adjustment of less than a year the fair value was equated with the carrying value.

Participating interests are valued on the basis of expert opinions. Listed participating interests which are liquid securities are already included in the fair value of the financial investments at their pro rata share in the stock market value as at the balance sheet date.

Fair values of balance sheet items

in EUR million	book value 31.12. 2001	fair value 31.12. 2001	book value 31.12. 2000	fair value 31.12. 2000
Assets				
Loans and advances to banks	5,391	5,422	5,041	5,057
Loans and advances to customers	25,347	25,851	24,409	24,460
thereof additionally purchased loans & advances	307	320		
Other current financial assets	10,916	10,916	10,330	10,393
Related derivatives	-	- 64	-	- 32
Financial investments	3,757	3,802	2,991	2,998
thereof investment properties	343	363	293	323
	45,411	45,991	42,771	42,908
Liabilities				
Amounts owed to banks	7,030	7,037	7,051	7,053
Amounts owed to customers	26,066	26,086	23,151	23,129
Debts evidenced by certificates	10,276	10,678	10,877	10,864
Related derivatives	-	- 327	-	- 186
Subordinated and Supplementary Capital	1,256	1,320	1,325	1,142
	44,628	45,121	42,404	42,188

The figures do not include derivatives which may not be directly assigned to any balance sheet item and which were stated under "Other assets" or "Other liabilities".

Fair values of financial instruments

in EUR million	book value 31.12. 2001	fair value 31.12. 2001
Held to maturity	2,920	2,945
Available for sale	11,473	11,473
Trading	858	858
Originated loans and receivables	30,431	30,953
	45,682	46,229

23) Segmental reporting

Segmental reporting pursuant to IAS 14 includes a **primary** subdivision by business segments and a **secondary** subdivision by regions.

In the context of segmental reporting, the following business segments have been defined:

- a) The private and corporate customers segment includes the retail business via the branch offices, the post offices, the mobile distribution network and e-banking. Customers consist of salaried employees and small and medium-sized enterprises.
- b) The key accounts segment comprises the public sector, institutional customers such as social insurance institutions, and large national and international business customers.
- c) The financial markets segment consists of the group's treasury activities, particularly the results of the banking book and the issuing activities.
- d) The real estate and leasing segment includes the results of the relevant subsidiaries and the funding of real estate projects through loans.
- e) The segment "Other" includes earnings from participating interests not belonging to the group's core business as well as consolidation-related reconciliations and atypical results.

The net interest income is distributed on the basis of the market interest rate method. The costs are allocated to the relevant segments according to source.

The results of the individual business segments is compared with the respective segment's net profit for the year before taxes. The return on equity is calculated from the ratio of net profit for the year before taxes to equity.

The capital is allocated according to regulatory criteria in proportion to the own funds required by the individual business segments and is stated as equity investment income under the net interest income at the relevant reference interest rate for long-term investments.

The cost/income ratio is calculated by dividing administrative expenses by the sum total of net interest income, net commission income and trading result. Due to the group's new organisational structure, which entered into force on 1 July 2001, the figures of 2000 will not be stated.

Breakdown by business segments 2001

in EUR million	Private and Corporate Customers	Key Accounts	Financial Markets	Real Estate and Leasing	Miscellaneous	BAWAG-Group
Net interest income	382.1	119.2	80.1	46.6	- 2.0	626.0
Loan loss provisions	- 23.8	- 67.3	- 6.5	- 4.6	- 19.1	- 121.3
Net commission income	115.2	61.9	- 2.5	0.2	4.7	179.5
Trading result	-	-	33.6	-	-	33.6
Administrative expenses	- 391.9	- 75.9	- 39.4	- 39.5	- 32.1	- 578.8
Other operating results	6.5	- 8.2	- 17.1	7.2	4.0	- 7.6
Profit for the year before tax	88.1	29.7	48.2	9.9	- 44.5	131.4
Measurement basis pursuant to the Austrian Banking Act	5,100.1	6,984.2	6,148.1	1,972.0	2,014.8	22,219.3
Equity pursuant to the Austrian Banking Act	301.7	413.2	363.7	116.7	58.9	1,254.2
ROE before tax	29.20%	7.19%	13.25%	8.49%	-	10.48%
Cost/income ratio	78.81%	41.91%	35.43%	84.40%	-	68.98%

The regional subdivision of the key accounts segment depends on the registered seat of the counterparty, the regional subdivision of the other segments depends on the seat of the relevant group company. Since the segment "Miscellaneous" may not be broken down according to regions, no changes were made to the figures from this segment.

Breakdown by regions 2001

in EUR million	Austria	Western Europe	Central and Eastern Europe	North America	Latin America	Other	Miscellaneous	BAWAG Group
Net interest income	607.5	6.9	9.3	1.2	0.1	3.0	- 2.0	626.0
Loan loss provisions	- 94.2	- 7.0	4.8	-	- 5.8	-	- 19.1	- 121.3
Net commission income	160.0	8.5	1.8	3.1	-	1.4	4.7	179.5
Trading result	33.6	-	-	-	-	-	-	33.6
Administrative expenses	- 530.5	- 9.2	- 2.1	- 3.4	-	- 1.5	- 32.1	- 578.8
Other operating results	- 11.8	0.1	-	0.1	-	-	4.0	- 7.6
Profit for the year before taxes	164.6	- 0.7	13.8	1.0	- 5.7	2.9	- 44.5	131.4
Measurement basis pursuant to the Austrian Banking Act	17,293.9	2,012.5	284.1	496.9	3.2	113.9	2,014.8	22,219.3
Equity	1,023.1	119.1	16.8	29.5	-	6.7	58.9	1,254.2
ROE before tax	16.09%	-	82.10%	3.38%	-	43.04%	-	10.48%
Cost/income ratio	66.22%	59.74%	18.92%	79.07%	-	34.09%	-	68.98%

24) Loans extended to and amounts owed to affiliated and associated companies

The BAWAG P.S.K. Group's loans extended to and amounts owed to affiliated and associated companies are reported at the amount indicated in the table below. The business transactions with these companies are carried out on terms customary in banking operations.

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks	9	16
Loans and advances to customers	295	382
Risk provision	-	- 21
Loans to affiliated companies	304	377
Amounts owed to banks	-	4
Amounts owed to customers	64	74
Amounts owed to affiliated companies	64	78

in EUR million	31.12. 2001	31.12. 2000
Loans to banks	1,528	142
Loans to customers	294	263
Risk provisions	- 3	- 3
Debt securities and other fixed-income securities	10	23
Loans to associated companies	1,829	425
Amounts owed to banks	245	610
Amounts owed to customers	45	68
Debt evidenced by certificate	-	42
Subordinated capital	14	-
Amounts owed to associated companies	304	720

25) Transactions with associated companies

Under the Austrian banking secrecy (§ 38 of the Austrian Banking Act), a bank is not allowed to disclose any secrets it was entrusted with or had access to only in connection with a business transaction. Therefore, the figures do not include any data on business transactions with the BAWAG shareholders. A disclosure, which is in fact not required by the currently valid EU directives, would entail a penalty as defined under § 101 of the Austrian Banking Act.

26) Non-interest-bearing loans and advances

If, due to economic developments, it can no longer be expected that loans and advances usually bearing interest may be recovered in the following period, these loans and advances are put on a non-accrual basis.

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks	35	26
Loans and advances to customers	299	282
Non-interest-bearing loans and advances	334	308

27) Assets provided as security

in EUR million	31.12. 2001	31.12. 2000
Receivables assigned to Österreichische Kontrollbank AG	717	618
Cover in favour of European Investment Bank	272	139
Cover fund for savings deposits of ward money	28	18
Cover fund for funded loans	1,340	1,403
Cover for other purposes	20	20
Assets provided as security	2,377	2,198

28) Subordinated assets

The asset items of the balance sheet include the following subordinated assets:

in EUR million	31.12. 2001	31.12. 2000
Loans and advances to banks	9	9
thereof associated companies in which a participating interest is held	1	1
Loans and advances to customers	28	29
thereof associated companies in which a participating interest is held	9	27
Debt securities and other fixed-income securities	8	32
thereof affiliated companies	8	31
Other variable-yield securities	32	62
thereof affiliated companies	32	60

29) Contingencies and credit risks

in EUR million	31.12. 2001	31.12. 2000
Contingencies	1,152	854
Liabilities on guarantees furnished	1,151	852
Other contingencies	1	2
Credit risks	4,121	5,400
Optional repurchase agreements	4	1,015
Other credit risks	4,117	4,385

The unused credit lines constitute the major component of the item "Other credit risks".

30) Foreign currency positions

At the end of 2001, BAWAG held assets and liabilities in the following foreign currencies:

in EUR million	31.12. 2001	31.12. 2000
Assets		
USD	4,507	4,248
CHF	2,928	3,312
JPY	2,792	2,663
Other	443	1,344
Foreign currency	10,670	11,567
Euro	37,272	34,168
Total	47,942	45,735
Passiva		
USD	5,024	3,782
CHF	2,300	2,028
JPY	1,164	930
Other	866	1,894
Foreign currency	9,354	8,634
Euro	38,588	37,101
Total	47,942	45,735

31) Genuine repurchase agreements

A genuine repurchase agreement involves the sale of financial assets subject to an agreement that the same financial assets will be transferred back at a fixed price at a specified later date.

The genuine repurchase agreements of the BAWAG-PSK Group are as follows:

in EUR million	31.12. 2001	31.12. 2000
Loans to customers	29	-
Other current financial assets	190	-
Investment securities	310	-
Repurchase agreements	529	-

The following table shows the transition from the gross investment value to the present value.

32) Leasing transactions

in EUR million	31.12. 2001	31.12. 2000
Gross investment value	1,251	1,027
Unrealised financial income	228	211
Receivables from finance leases (Net investment value)	1,023	816

33) Selected associated companies

The following table shows the fully consolidated subsidiaries of the BAWAG P.S.K. Group:

		shares in %
Banks	Kapital & Wert Bank AG, Vienna	100.00%
	Österreichische Verkehrskreditbank AG, Vienna	100.00%
	SPARDA Bank AG, Vienna	100.00%
	easybank AG, Vienna	100.00%
	BAWAG Wohnbaubank AG, Vienna	100.00%
	Österreichische Postsparkasse AG, Vienna	74.82%
Non-banks	BAWAG P.S.K. IMMOBILIEN AG, Vienna	100.00%
	BAWAG P.S.K. Leasing GmbH, Vienna	100.00%
	BAWAG Overseas Inc., New York	100.00%
	BAWAG International Finance Ltd., Dublin	100.00%
	Austost Anstalt, Schaan	100.00%
	BAWAG Leasing Ges.mbH & Co. "Center am Fleischmarkt KG" Immobilien und Anlagen KG, Vienna	100.00%
	"Ingebe" Industrie- und Gewerbe-Beteiligungsges.mbH, Vienna	100.00%
	AUST-INGEBE Beteiligungsverwaltung GmbH, Vienna	100.00%
	HBV Holding und Beteiligungsverwaltung Ges.mbH, Vienna	100.00%
	BAWAG-Versicherung AG, Vienna	74.90%
	A & E Leasing Ges.mbH, Vienna	100.00%
	Austost Handels- und Treuhand Ltd., Guernsey	100.00%
	Austost Handels- und Treuhandges.mbH, Munich	100.00%
	BAWAG Capital Finance Ltd., Jersey	100.00%
	BAWAG Finance Holding Ltd., Dublin	100.00%
	BAWAG Immobilien Holding GmbH, Vienna	100.00%
	BAWAG Immobilien Holding GmbH & Co KEG, Vienna	100.00%
	CARNI Industrie-Immobilienenges.mbH, Vienna	100.00%
	FFE Finanzierungsvermittlungsges.mbH, Vienna	100.00%
	ÖKK Holding Gs.mbH, Vienna	100.00%
	R & B Leasingges.mbH, Vienna	100.00%
	RF 17 BAWAG Immobilienleasing GmbH, Vienna	100.00%
	BAWAG P.S.K. IMMOBILIENLEASING GmbH	100.00%
	RF fünfzehn BAWAG Mobilien-Leasing Ges.mbH, Vienna	100.00%
	RVG Immobilienholding Ges.mbH, Vienna	100.00%
	RVG Realitätenverwertungsges.mbH, Vienna	100.00%
	BAWAG Leasing Ges.mbH & Co Immobilien und Anlagen KG, Vienna	99.65%
P.S.K. Liegenschaften Vermietungs- und VerwaltungsgmbH, Vienna	100.00%	
P.S.K. Beteiligungsverwaltung AG, Vienna	100.00%	
AI-ALTERNATIVE INVESTMENT LTD, Jersey	100.00%	

P.S.K. IMMOBILIENLEASING GmbH, Vienna	100.00%
B.L.H. BAWAG Leasing Holding GmbH, Vienna	100.00%
BAWAG Leasing GmbH & Co. Betriebsanlagenverwaltungs KG, Vienna	100.00%
Einkaufscenter Vermietungs- und Leasingges.mbH, Vienna	100.00%
Einkaufscentermanagement u. -verwaltungsges.mbH, Vienna	100.00%
FC Leasing GmbH, Vienna	100.00%
GARA Feuerwehrzentralen Leasing Ges.mbH, Vienna	100.00%
GARA Feuerwehrzentralen Leasing Ges.mbH & Co, KG, Vienna	100.00%
GARA Leasing GmbH, Vienna	100.00%
GARA RPK Grundstücksverwaltungsges.mbH, Vienna	100.00%
Hafner See – Liegenschaftsverwaltungsges.mbH, Vienna	100.00%
M. Sittikus Str. 10 Errichtungs GmbH, Vienna	100.00%
Mag. Werner Trinko GmbH, Vienna	100.00%
BAWAG Immobilienleasing GmbH, Vienna	100.00%
RF acht BAWAG Leasing Ges.mbH & Co. KG, Vienna	100.00%
RF elf Realitätenverwertungsges.mbH, Vienna	100.00%
RF sechs BAWAG Leasing Ges.mbH & Co. KG, Vienna	100.00%
RF sieben BAWAG Leasing Ges.mbH & Co. KG, Vienna	100.00%
RF zehn BAWAG Leasing Ges.mbH & Co. KG, Vienna	100.00%
RF zwölf BAWAG Leasing Ges.mbH, Vienna	100.00%
UHW Finanzierungsdienstleistungen beta GmbH, Vienna	100.00%
IDG Immobilien Development GmbH, Vienna	100.00%
IDG Immobilien Development GmbH & Co KG, Vienna	100.00%
START Immobilienleasing GmbH, Vienna	100.00%
Rf zwei BAWAG Leasing Ges.mbH & Co. KG, Vienna	99.84%
Plato Grundstückverwertung GmbH, Vienna	99.80%

34) Events occurred after the balance sheet date

The full list of the group's associated companies according to the Austrian Commercial Code/Banking Act is contained in the Notes to the Financial Statements of BAWAG and may be ordered free of charge.

In December 2001, BAWAG won the bidding process for the sale of the Slovakian Istrobanka a. s. In the meantime, the suspensory conditions have been met, and there are no more obstacles to the closing. Istrobanka, which reported a balance sheet total of 620 million euros, has more than 700 employees and 36 branch offices all over Slovakia. By building on the bank's existing business and by introducing new products – for example adapting our easybank direct-bank concept to the Slovakian market – this new participating interest will further strengthen our core activities in Central Europe.

Risk Report

35) Market Risk

The treasury units of BAWAG and P.S.K. were merged into a newly established trading in order to achieve a uniform market image and make use of synergies. Similarly, the divisions processing treasury operations were integrated. Typical banking risks such as market and credit risks are managed centrally at BAWAG. The procedures and methods required for measuring the market risk, as well as the determination of the relevant limits are constantly monitored and documented in a risk management handbook, which is updated to match the relevant applicable requirements.

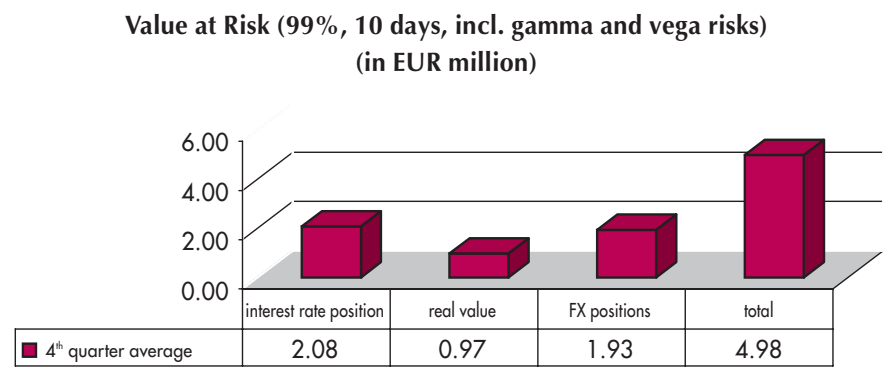
Market Risks in the Trading Book

As of September 2001, the trading book within the group was consolidated. This had no significant effects on risk content in terms of the absolute market risk figures or the number and nature of financial instruments.

In the trading book, market risks such as securities, foreign exchange and interest rate risks are computed by means of an internal model tested and approved by the Oesterreichische Nationalbank (OeNB) on the basis of an analytical variance/covariance matrix. In this process, the value-at-risk parameter indicates the loss which, on the basis of the historical market development, must not be exceeded within a chosen probability of 99%.

Based on a confidence level of 99% and a holding period of one day, the value-at-risk (including gamma and vega risks) was 1.26 million euros at the end of the year.

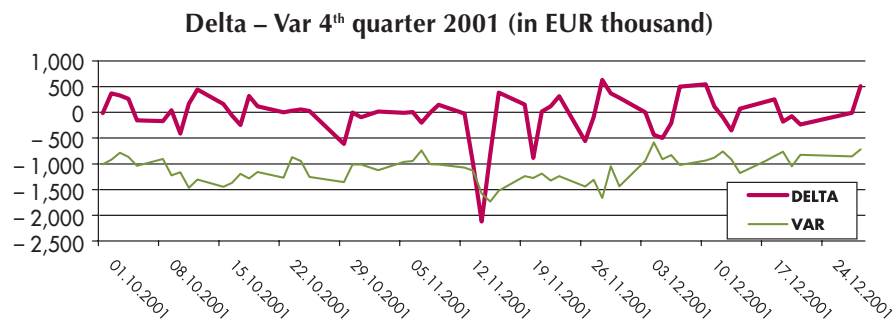
The following diagram illustrates the value-at-risk of the individual risk categories for a holding period of 10 days for the 4th quarter 2001:



Furthermore, the value-at-risk computed by means of the internal model is used to determine the required equity backing, taking into account the qualitative and quantitative standards stipulated by the relevant legislation, as well as the optimum multiplying factor “3” fixed by the OeNB in its relevant expertise under § 26 b of the Austrian Banking Act.

The quality of the internal model is checked on a daily basis by comparing the indicated value-at-risk figures (VaR) with the actual changes of the market parameters included in the total value of the trading book (delta of the back testing result). If a negative delta exceeds the value-at-risk figure of the previous day, this will be referred to as an “exception”. In 2001, the computations of the internal model showed one single exception which was attributable to considerable interest rate fluctuations primarily in the EUR, USD and GBP money markets. Thus, in 2001 the high standard of the model resulting from the 99% confidence interval was confirmed and the optimum multiplying factor “3” can be maintained.

The following diagram shows a detailed comparison of the daily value-at-risk figures and the back testing results of the trading book for the 4th quarter of 2001 (from the date of the integration of the treasury divisions):



As a supplement to the value-at-risk computation, time- and cause-related stress tests are carried out, in order to analyse possible effects on the trading book caused by unusual market movements. These are completed on the basis of statistical methods (correlation changes, higher confidence level, etc.) as well as on the basis of changed market risk factors (interest rate levels, exchange rates, volatilities).

This is to ensure that the group’s risk will remain within the limits envisaged by BAWAG’s business policy even under unusual market conditions. The probity of this approach was confirmed by the events of 11 September 2001, when extensive market movements did not cause any drastic enlargement of the market risk or fluctuation in earnings.

Market Risks in the Banking Book

The interest rate risks related to the banking book are illustrated as present value loss risk (loss in fair value according to IAS), on the one hand, and as net interest income risk, on the other, by simulating different scenarios. The resulting reports form the basis for the work of the asset/liability committee (ALCO), the decision-making body with regard to all banking book relevant business options concerning interest rate, currency and liquidity issues.

The “Market risk controlling – Banking book” staff department is responsible for the methodology to be applied for risk content measurement as well as for monitoring compliance with the established interest rate, volatility, spread and currency risks of the whole bank.

This includes all assessment, performance calculation and procedural issues.

The following table illustrates the commitment profile of interest-rate-sensitive positions as at 31 December 2001:

in EUR million	up to 1 months	1–6 months	6–12 months	1–5 years	5–10 years	more than 10 years
Assets	12,142	10,345	3,598	17,875	5,677	1,834
Liabilities	20,275	12,161	3,914	11,290	2,924	907
Off Balance	1,706	– 93	– 1,326	– 1,162	578	257

As part of the uniform BAWAG P.S.K reference interest rate system, customer sectors with matching maturities are freed from market risk. All customer business positions committed until further notice, as well as all other positions, are grouped by means of replication portfolios which reflect the establishment of fixed interest rates in the best possible manner.

Derivative Financial Operations of the BAWAG P.S.K. Group as at 31. 12. 2001

in EUR million	nominal value/residual maturity				fair value	
	up to 1 year	1-5 years	more than 5 years	Total	positive	negative
Interest rate derivatives	20,062	20,475	19,508	60,045	983	- 738
thereof Interest rate swaps/banking book	13,354	12,764	17,180	43,298	878	- 633
Interest rate options/banking book	1,971	2,927	1,784	6,682	43	- 48
Forwarded rate agreements and interest rate futures/banking book	1,409	6	-	1,415	15	- 4
Interest rate swaps/trading book	1,146	4,634	280	6,060	43	- 48
Interest rate options/trading book	1,127	30	264	1,421	3	- 4
Forwarded rate agreements and interest rate futures/trading book	1,055	114	-	1,169	1	- 1
Exchange rate contracts	9,292	1,387	230	10,909	281	- 136
thereof Currency swap/banking book	919	1,322	230	2,471	120	- 74
Forward exchange operations/banking book	4,350	60	-	4,410	130	- 31
Forward exchange operations/trading book	4,023	5	-	4,028	31	- 30
Securities-related operations	-	-	-	-	-	-
Total	29,354	21,863	19,738	70,954	1,265	- 874
thereof Banking book operations	22,003	17,079	19,194	58,277	1,186	- 790
Trading book operations	7,351	4,783	543	12,678	78	- 84

The derivatives are used for both the banking book and the trading book. In the banking book, for which the major part of the derivative contracts were concluded, the derivatives are used both as micro-hedges for the direct hedging of individual transactions, such as the hedging of interest rate risks of fixed-rate issues by means of interest rate swaps, and as macro-hedges. In the latter case the interest rate risks of entire balance-sheet units, such as credits, securities and savings are controlled by means of appropriate off-setting transactions. Structured issues are realised through asset swaps and credit default swaps, which, however, do not pose any risk for the bank as they are hedged in the market.

Allocation of derivatives with hedge accounting (for issues) as at 31. 12. 2001:

in EUR million	nominal value/residual maturity			Total	fair value	
	up to 1 years	1-5 years	more than 5 years		positive	negative
Interest rate swaps	669	1,265	3,031	4,964	419	- 92
Interest rate options	577	488	48	1,113	0	- 1

All derivatives are valued in accordance with the usual market standards. In addition, the counter-party default risks for derivatives are limited by lines that are proposed by the competent divisions and are approved by the management. The utilisation is regarded as being the positive fair value plus an add-on. Any new products are admitted for trade in both the banking and the trading book only after a product introduction procedure agreed by ALCO.

Liquidity Risk

In the long-term liquidity analysis, contractually agreed asset and liability maturities are compared in order to identify imbalances in the individual maturity periods. This includes a review not only of the nominal maturities but also of the convertibility into cash of individual positions, e. g. which bonds are eligible for selling at short notice and/or as collateral. This analysis forms the basis for any potential liquidity measures to be resolved by ALCO.

Foreign Currency Risk

The extent of open foreign currency positions is restricted by the establishment of internal limits, which are well below the limit values provided for by § 26 of the Austrian Banking Act. Compliance with these limits is monitored both decentrally and centrally by the independent "Market risk controlling – Banking book" staff department. At year's end, the open foreign currency position in the BAWAG individual group company was insignificantly higher than the minimum limit of 2% of the equity to be included, while, on a consolidated basis, this limit was not exceeded.

36) Credit Risk

The term credit risk relates to possible losses which arise from customer defaults. Credit risks are classified in three risk categories: risk of default (payments guaranteed by contract are not made), country risk (transfer risk and conversion risk), and settlement risk (default in performance derived from the settlement of payment undertakings).

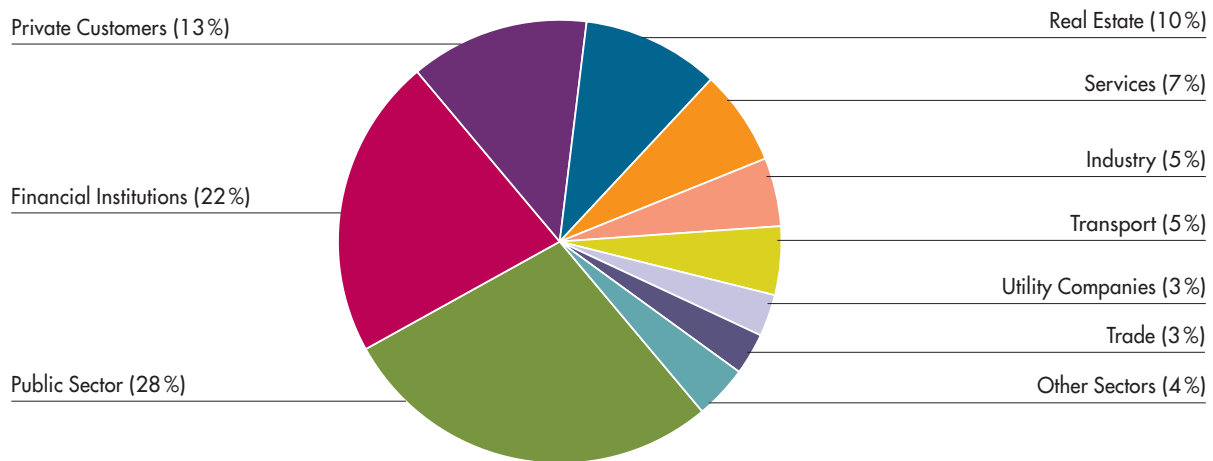
The credit risk management in the BAWAG P.S.K. Group is uniformly structured throughout all sectors. The past business year saw the group-internal harmonisation of credit processes, instruments for risk limitation and risk spreading

(e. g. standard risk costs, guidelines on competences and responsibilities, etc.), as well as the completion of the work aimed at the unification of the internal rating systems.

The credit risk on loan exposures is measured by means of various rating (commercial, banking business and international business operations) and scoring systems (retail banking operations) which are adjusted to the respective requirements.

The rating system applied to commercial banking operations is based on a “three-pillar model” and differentiates 12 credit risk classes. Besides hard facts (balance sheet rating based on annual financial statements and rating based on account data), the rating system also considers various soft facts (e. g. management quality, internal organisation, market and sector appraisal). Historic data are used to establish empirically whether a deterioration of the relevant credit rating may be anticipated, which is then included in the preliminary calculation as standard risk costs, taking into consideration the relevant collateral.

The exposure spread regarding loans and advances to banks and customers by sectors as at 31 December 2001 in percentage terms is as follows:



In addition to the growing demands resulting from the expansion of credit business, credit risk management also fulfils the requirements provided for by the new equity regulations. In this connection, objectives to be implemented include the timely fulfilment of the requirements of the IRB approach, the use of an internal model for portfolio management and the allocation of economic equity.

37) Operational Risk

The operational risk includes the risk of unexpected losses caused by human error, faulty management procedures, natural and other disasters, technological failure, and changes in the external environment (event risk) as well as business risk, reputation risk and strategy risk.

The BAWAG P.S.K. Group minimises the operational risk by means of the targeted implementation of specifically defined measures. These include rules and procedures established for the whole bank, control processes, periodic and event-related reviews by the audit department as well as a central database for all occurring losses.

In the course of the merger of the respective sectors of BAWAG and P.S.K., business and procedural systems were analysed. The measures aimed at the establishment of customer-oriented and efficient processes as parts of a progressive and uniform system infrastructure will be rapidly implemented.

The methods used ensure that scarce equity resources are allocated to the individual business units in such a manner that, with adequate provision of the economically required reserves, sufficient room for future expansion will be available.

Information required by the Austrian Banking and Accounting Acts

38) Legal basis of and comments on the applied accounting, valuation and consolidation methods deviating from Austrian law

Pursuant to the new § 59 a of the Austrian Banking Act, which was introduced in accordance with the Austrian Act on the Consolidated Accounts of Enterprises, Federal Law Gazette No. 49/1999 of 26 March 1999, consolidated financial statements prepared according to internationally accepted accounting standards qualify for exemption from the requirement to present consolidated financial statements in accordance with the Austrian Banking Act. For this purpose the consolidated financial statements must be in compliance with the provisions of the Council Directive 86/635/EEC on the Accounts and Consolidated Accounts of Banks and Other Financial Institutions and must meet the requirements under § 245 a, Paragraphs 1 Z 2 to 5 and Paragraph 2 of the Austrian Commercial Code.

Compliance with these requirements must be confirmed by the statutory auditor, with “the audit certificate informing about the result of the audit of the consolidated financial statements and the management report in a manner at least equivalent to § 274, Paragraphs 1 to 4 of the Austrian Commercial Code”.

IAS are internationally accepted accounting standards, and the auditors have confirmed that the requirements of § 59 a of the Austrian Banking Act were met. Hence, the present Consolidated Financial Statements 2001 of the BAWAG P.S.K. Group according to IAS comply with the legal requirements for consolidated accounting in Austria.

The main objective pursued by preparing financial statements on the basis of IAS is to meet the investors' information requirements, which constitutes a considerable improvement in transparency and commercial significance compared to group accounts presented in accordance with the Austrian Commercial Code/Banking Act.

Accomplishing this goal calls for a comprehensive valuation closely related to the market, a recognition of profits on an accrual basis, and a presentation exactly in line with the appropriate principles of business administration. In consequence, financial statements prepared on the basis of IAS have the great advantage of increased international comparability.

In the following cases, this new objective generates certain differences between financial statements drawn up according to IAS and statements presented on the basis of the Austrian Commercial Code/Banking Act. However, only the most important ones will be discussed below.

Contents of the consolidated financial statements

Financial statements following the IAS principles among other things also require the preparation of a cash-flow statement to examine the relevant company's capability to generate liquid funds in the future. Other obligatory components supporting the disclosure of the company's actual economic position include segmental reporting, a statement of changes in equity and a schedule of the company's provisions.

In order to enable the reader of the balance sheet correctly to assess the company's performance in the reporting period, the notes to the IAS statements offer a great number of additional and more detailed pieces of information which are not contained in statements based on the Austrian Commercial Code.

Scope of consolidation

In contrast to the scope of consolidation based on the Austrian Banking Act, the scope of consolidation according to IAS comprises all major subsidiaries in which a controlling interest stake is held. In consequence, several banks are not included in the financial statements because of their minor importance, while some companies which do not engage in banking operations but are of great

relevance to the group's performance (such as BAWAG Versicherung) will be taken account of.

The IAS reference figures for the financial year 2000 were based on a scope of consolidation which slightly deviates from that used for the financial year 2001. However, this does not affect the comparability of the figures.

Structuring requirements

The IAS do not provide for an obligatory form of presentation in relation to the balance sheet or the profit and loss account. It is within the company's discretion to choose the kind of structuring best suited for conveying the relevant information. To enhance the clarity of the documents, the IAS require the balance sheet and profit and loss account to be presented in a more concise form, which is more than compensated for by the numerous additional details supplied in the notes to the financial statements.

A striking difference between financial statements based on IAS and ones prepared according to the Austrian Banking Act is the open recognition of loan loss provisions in the balance sheet and of their effects on the overall result in the profit and loss account, which provides a far better insight into the relevant bank's credit risk policy.

According to IAS, trading assets are also reported under a separate balance sheet item. This item basically comprises the securities portfolio stated at fair value and the positive fair values of derivatives.

Valuation principles

In contrast to Austrian accounting principles, accounting based on IAS does not apply the principle of caution, and particularly not the imparity principle which prohibits the recognition of unrealised profits. Under IAS the realisation of profits on an accrual basis is of major importance.

Tax deferral

Differences between the fiscal valuation of the individual assets and liabilities and the valuation according to IAS generate deferred tax assets or deferred tax liabilities, provided that these differences will be balanced out in the future (temporary concept). In compliance with IAS, these deferred tax assets or liabilities must be entered into the balance sheet. Pursuant to Austrian accounting principles, deferred taxes can only derive from temporary differences between the commercial and the taxable profit, and the obligation to recognise such items only relates to deferred tax liabilities. The recognition of deferred tax assets from tax losses carried forward is prohibited under the Austrian Commercial Code.

Pursuant to IAS, the tax expense for the current period consists of the tax payments effected and the change in deferred tax assets and liabilities recorded in the relevant period.

Different calculation parameters for provisions for social capital

As a result of applying different calculation methods the level of the provisions formed for social capital under IAS is generally higher than that required by the Austrian Commercial Code. IAS 19 provides for the application of the pension entitlement accumulation procedure, while under the Austrian Commercial Code provisions are calculated in most cases on the basis of the discounted value method.

The selection of the discount factor also leads to different valuations. The approach based on the Austrian Commercial Code is frequently oriented towards the fiscally admissible value, while according to IAS the calculation of the provisions for social capital is based on a long-term capital market rate. Furthermore, IAS-based accounting also takes account of future salary increases due to career trends.

39) Transition of group equity from the Austrian Banking Act to IAS 2000

in EUR million	31.12. 2000
Equity according to the Austrian Banking Act	728.8
Change in scope of consolidation	- 2.3
Capitalisation of goodwill	344.0
Revaluation of assets	- 44.3
Revaluation of deferred taxes	47.7
Revaluation of provisions for human resources	- 92.4
Revaluation of other provisions	46.2
Other	0.3
Equity according to IAS	1,028.0

40) Transition of the group's profit for the year from the Austrian Banking Act to IAS 2000

in EUR million	2000
Profit for the year according to the Banking Act	107.6
Provisions for pensions and severance payments	16.8
Other provisions	- 9.9
Amortisation of goodwill	- 18.7
Deferred taxes	- 2.4
Change in scope of consolidation	- 3.5
Other revaluations	- 7.1
Profit for the year according to IAS	82.8

41) Trust assets in local transactions

in EUR million	31.12. 2001	31.12. 2000
Trust assets	43	42
Loans and advances to banks	3	8
Loans and advances to customers	40	34
Trust liabilities	43	42
Amounts owed to banks	17	21
Amounts owed to customers	26	21

42) Breakdown of securities pursuant to the Austrian Banking Act

The following table breaks down the group's securities pursuant to § 64, Paragraph 1 Z 10 and Z 11 of the Austrian Banking Act as at 31 December 2001:

in EUR million	not listed on the stock exchange	on the stock exchange	listed held to maturity	other valuation	total 2001	total 2000
Debt securities and other fixed-income securities	2,013	9,562	2,430	7,132	11,575	11,574
Shares and other variable-yield securities	689	1,625	-	1,625	2,314	2,030
Participating interests	397	21	-	21	418	436
Shares in affiliated companies	76	-	-	-	76	92
Total securities	3,175	11,208	2,430	8,778	14,383	14,132

The difference between the balance sheet value and the lower amount repaid as defined under § 56, Paragraph 2 of the Austrian Banking Act amounts to 64 million euros.

The expected redemption in 2002 amounts to 2,398 million euros (2001: 1,689 million euros). The supplementary and subordinated capital held by the group is equivalent to 30 million euros (2000: 38 million euros).

Debt evidenced by certificates amounting to a par value of 877 million euros will mature and fall due for payment in the following year.

43) Group share capital and reserves pursuant to the Austrian Banking Act

The following tables show the equity requirements under the Austrian Banking Act for the banking group as at the end of the year 2000 and 2001 and the individual components of the banking group's equity as at the end of the year 2000 and 2001.

Share capital and reserves

Share capital

in EUR million	31.12. 2001	31.12. 2000
Share capital BAWAG	125	125
Reserves BAWAG	861	828
Differences, minority interests, deductions	268	225
Core capital (Tier I)	1,254	1,178
Reserves pursuant to § 57 Austrian Banking Act, revaluation reserves	134	106
Supplementary and subordinated capital	895	797
Supplementary elements (Tier II)	1,029	904
Deduction for participating interests	- 18	- 26
Equity eligible for inclusion	2,265	2,056
Tier III	212	371
Equity	2,477	2,426
This amount of equity is matched against the following equity requirements:		
Credit risk	1,778	1,524
Market risk	21	241
	1,798	1,765

44) Staff information

The following table indicates the annual average of the total staff employed by BAWAG in 2000 and 2001 respectively:

	31.12. 2001	31.12. 2000
Salary earners	5,114	5,067
Wage earners	2	106
Annual average of employees	5,116	5,173

Information on members of the Managing Board, the Supervisory Board and the Employee Council

In the balance sheet year, expenses for severance payments and pensions amounted to 8,197,000 euros for the Managing Board of BAWAG and executive employees of the group's parent company and to 7,376,000 euros for the other employees.

The aggregate emoluments for the members of the Managing Board of BAWAG active in the financial year 2001 amounted to 2,296,000 euros.

The emoluments for members of the Supervisory Board of BAWAG active in the financial year 2001 totalled 291,000 euros.

The emoluments include management bonuses, bonuses for participating in the preparation of the balance sheets, expense allowances, and commissions.

No credits and loans to members of the Managing Board were outstanding at the balance sheet date. The loans extended to the members of the Supervisory Board amounted to 454,000 euros. There were no liabilities assumed nor advances granted to these persons. Loans to the Supervisory Board also included the loans granted to employee representatives. The terms of the above-mentioned loans range between 5 and 10 years. The interest rates are equivalent to the rates for BAWAG employees.

45) Further information required by the Austrian Banking Act

The book value of the land included under land and buildings is 83 million euros (2000: 141 million euros).

Liabilities arising from the use of tangible fixed assets not reported in the balance sheet are expected to amount to 17 million euros in 2002 and 79 million euros for the next five years.

A total of 23.8 million euros in deferred interest on supplementary capital bonds is reported under the item "Other liabilities".

Expenses for subordinated liabilities amount to 41.8 million euros.

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COMPANIES (JERSEY) LAW 1991

ARTICLES OF ASSOCIATION

of

BAWAG CAPITAL FINANCE (JERSEY) II LIMITED

Interpretation

1. In these Articles, if not inconsistent with the subject or context, the terms set out below shall have the following meanings.

Words

Meanings

the Agent

means Deutsche Bank Aktiengesellschaft or such other entity as is appointed by the Company and notified to the Holders of the Preference Shares in accordance with sub-Article 6(h).

these Articles

means these Articles of Association in their present form or as from time to time altered.

Asset Parity Security

means any preferred or preference share or other security issued by BAWAG, the Company or any other Subsidiary of BAWAG (a) ranking *pari passu* as to participation in the assets of BAWAG with BAWAG's obligations under the Support Agreement, or (b) entitled to the benefit of a guarantee or support agreement from BAWAG ranking *pari passu* as to participation in the assets of BAWAG with BAWAG's obligations under the Support Agreement.

auditors

means auditors of the Company appointed pursuant to these Articles.

Austrian Tax

means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Austria or by any authority therein or thereof having power to tax.

bankrupt

shall have the meaning defined in the Interpretation (Jersey) Law, 1954.

Bank Share Capital	means the common shares of BAWAG, together with all other securities of BAWAG (including <i>Vorzugsaktien</i>) ranking <i>pari passu</i> with the common shares of BAWAG as to participation in a liquidation surplus.
BAWAG	means Bank für Arbeit und Wirtschaft Aktiengesellschaft.
Business Day	means a day which is a day in London (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business or on which the TARGET system is operating.
clear days	means in relation to the period of a notice, shall mean that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.
Core Capital	means capital which qualifies as core regulatory capital (<i>Kernkapital</i>) of BAWAG for Austrian banking capital adequacy purposes as defined in the Austrian Banking Act (<i>Bankwesengesetz</i>), as amended from time to time and/or determined by the <i>Finanzmarktaufsicht</i> or any successor thereto performing for the time being the same or similar functions in relation to banks in Austria.
Directors	means the directors of the Company for the time being.
Distributable Funds	means in respect of each fiscal year of BAWAG, the aggregate amount, as calculated as of the end of the immediately preceding fiscal year in the individual financial statements of BAWAG, of accumulated retained earnings and any other reserves and surpluses capable under the laws of Austria of being available for distribution as cash dividends to holders of Bank Share Capital, but before deduction of the amount of any dividend or other distribution declared on Bank Share Capital in respect of such prior fiscal year.
Dividend Date	Means 27 September, 27 December, 27 March and 27 June in each year from and including 27 September 2002.
Dividend Parity Security	means any preferred or preference share or other security (a) issued by BAWAG and ranking <i>pari passu</i> as to payment of dividends with BAWAG's obligations under the Support Agreement, or (b) issued by the Company or any other Subsidiary of BAWAG and entitled to the benefit of a guarantee or support agreement from

BAWAG ranking *pari passu* as to payment of dividends with BAWAG's obligations under the Support Agreement.

Dividend Period	means the period from and including 27 June 2002 to (but excluding) the first Dividend Date and each successive period from and including a Dividend Date to (but excluding) the next succeeding Dividend Date.
"euro and "€"	mean the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty and whose smallest subdivision shall be one hundredth of a euro or one "cent".
Euro-zone	means the region comprised of member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty.
Group	means BAWAG together with its consolidated subsidiaries.
Holder	means a person whose name is entered in the Register as a holder of Preference Shares.
holding company	means shall have the meaning defined in the Law.
the Island	means the Island of Jersey.
Jersey Tax	means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Island of Jersey or by any authority therein or thereof having power to tax.
the Law	means the Companies (Jersey) Law, 1991.
Liquidation Distribution	means the Liquidation Preference plus accrued and unpaid dividends for the then current Dividend Period to the date of payment.
Liquidation Preference	means €25 per Preference Share.
month	means calendar month.
notice	means a written notice unless otherwise specifically stated.
Office	means the registered office of the Company.
Optional Redemption Date	means the Dividend Date falling on 27 September 2007 upon which the Preference Shares may be redeemed pursuant to sub-Article 6(c).

paid up	means shall include credited as paid up.
Paying and Transfer Agent	means Deutsche Bank AG, Amsterdam Branch and Deutsche Bank Aktiengesellschaft or such other entity or entities as is appointed by the Company and notified to the Holders in accordance with sub-Article 6(h).
present in person	means in relation to general meetings of the Company and to meetings of the holders of any class of shares, shall include present by attorney or by proxy or, in the case of a corporate shareholder, by representative.
Redemption Price	means the Liquidation Preference plus accrued and unpaid dividends (whether or not declared) for the then current Dividend Period ending on the date fixed for redemption.
Register	means the Register of Members to be kept pursuant to Article 26.
Registrar	means Deutsche Bank Aktiengesellschaft or such other entity as is appointed by the Company and notified to the Holders in accordance with sub-Article 6(h).
Specified Redemption Date	means any date designated for the redemption for tax reasons or for capital reasons of the Preference Shares pursuant to sub-Article 6(d).
Secretary	means any person appointed by the Directors to perform any of the duties of secretary of the Company (including a temporary or assistant secretary) and, in the event of two or more persons being appointed as joint secretaries, any one or more of the persons so appointed.
Special Resolution	means a resolution of the Company passed as a special resolution in accordance with the Law.
Subsidiary	means a subsidiary of BAWAG (within the meaning of §228 paragraph 3 of the Austrian Commercial Code).
Support Agreement	means the Support Agreement to be dated 25 June 2002 and made between BAWAG and the Company.
TARGET	means the Trans European Real-Time Gross Settlement Express Transfer (TARGET) system.
Treaty	means the Treaty establishing the European Community, as amended by the Treaty on European Union.

2. In these Articles, unless there be something in the subject or context inconsistent with such construction:-
- (a) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;
 - (b) the word "signed" shall be construed as including a signature or representation of a signature affixed by mechanical or other means;
 - (c) the words "in writing" shall be construed as including written, printed, telexed, electronically transmitted or any other mode of representing or reproducing words in a visible form;
 - (d) words importing "persons" shall be construed as including companies or associations or bodies of persons whether corporate or unincorporate;
 - (e) words importing the singular number shall be construed as including the plural number and vice versa;
 - (f) words importing the masculine gender only shall be construed as including the feminine gender;
 - (g) references to enactments are to such enactments as are from time to time modified, re-enacted or consolidated and shall include any enactment made in substitution for an enactment that is repealed; and
 - (h) any references to a numbered Article is to the corresponding numbered Article of these Articles.
3. The headings herein are for convenience only and shall not affect the construction of these Articles.

Preliminary

- 4. The preliminary expenses incurred in forming the Company may be discharged out of the funds of the Company.
- 5. The business of the company shall be commenced as soon after the incorporation of the Company as the Directors think fit.

Share Capital and Shares

6. Without limiting the generality of the authority granted to the Board of Directors of the Company in these Articles (the "**Board of Directors**", which expression in this Article 6 shall include any duly authorised committee of the Board of Directors), the Directors may issue at their discretion all or any of the 7,000,000 Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares (the "**Preference Shares**", which expression shall include any further Preference Shares issued pursuant to sub-Article 6(f)(iv) below) which shall have attached to them the following rights and obligations:

(a) **Dividends**

- (i) Subject to the Law and as provided in sub-Article 6(a)(ii), non-cumulative dividends on the Preference Shares will accrue at 7.125 per cent. per annum from and including 27 June 2002, payable quarterly in arrear on each

Dividend Date (whether or not declared by the Board of Directors), except as provided in sub-Article 6(a)(ii). The amount of dividend payable for any Dividend Period or any period less than a Dividend Period will be calculated on the basis of the number of days in the relevant period, from and including the date from which the dividend begins to accrue to but excluding the date on which it falls due divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the relevant period is the 31st day of a month but the first day of the relevant period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the relevant period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).

(ii) Dividends on the Preference Shares will be non-cumulative and will be deemed to accrue on a day by day basis whether or not declared. Dividends on the Preference Shares will be paid by the Company out of funds legally available therefor; provided, however, that the Company will not be obliged to pay dividends on the Preference Shares on any Dividend Date during any calendar year:

(aa) to the extent that the aggregate of such dividends, together with:

- (I) any dividends (including any Additional Amounts (as defined in sub-Article 6(g)) in respect thereof) previously paid by the Company in respect of the Preference Shares in the then current fiscal year;
- (II) any dividends previously paid on, or payments made to holders in respect of, Dividend Parity Securities in the then current fiscal year; and
- (III) any dividends proposed to be paid, or payments proposed to be made to holders in respect of, Dividend Parity Securities in the then current calendar quarter,

would exceed Distributable Funds for the prior fiscal year; or

(bb) even if Distributable Funds are sufficient, if the Board of Directors has received a certified copy of the minutes of a meeting of the Board of Directors of BAWAG in which the Board of Directors of BAWAG has resolved that, in accordance with applicable Austrian banking regulations affecting banks which fail to meet their capital ratios on a consolidated basis, BAWAG would be limited in making payments on preferred or preference shares issued by it ranking *pari passu* as to participation in profits with BAWAG's obligations under the Support Agreement.

Notwithstanding any circumstances where the Company is not obliged to pay dividends on the Preference Shares pursuant to this sub-Article 6(a)(ii) the Board of Directors may, at its discretion, resolve that the Company will pay any such dividends and will give notice of such resolution to Holders of the Preference Shares in accordance with sub-Article 6(h).

If no dividend (or proportion thereof) falls to be paid in respect of the Preference Shares with respect to any Dividend Period then the right of Holders of the Preference Shares to receive a dividend (or such proportion thereof) in respect of the Dividend Period ending on the relevant Dividend Date will be extinguished and the Company will have no obligation to pay the dividend accrued for such Dividend Period or to pay any interest thereon, whether or not dividends on the Preference Shares are paid for any future Dividend Period.

- (iii) When, by reason of any limitation described in sub-Article 6(a)(ii) above, dividends are not paid in full on the Preference Shares and any Dividend Parity Securities, all dividends declared or payable upon the Preference Shares and any such Dividend Parity Securities will be payable *pro rata* in the proportion that the amounts available for payment on the Preference Shares and any such Dividend Parity Securities on the due date of payment shall bear to the full amount that would have been payable on the Preference Shares and such Dividend Parity Securities but for such limitation and any claims in respect of the difference between the full amount and the amount so payable shall be thereupon extinguished. If dividends are not paid in full in accordance with the foregoing, the Holders will be notified in accordance with sub-Article 6(h).
- (iv) Save as described in this sub-Article 6(a), Holders of the Preference Shares will have no right to participate in the profits of the Company.

(b) **Liquidation Distributions**

- (i) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the Holders at the time outstanding will be entitled to receive the Liquidation Distribution in respect of each Preference Share held out of the assets of the Company available for distribution to shareholders.

Such entitlement will arise before any distribution of assets is made to holders of ordinary shares or any other class of shares of the Company or any other share or other security issued by the Company and having the benefit of a guarantee from BAWAG ranking junior as regards participation in assets to the Preference Shares, but such entitlement will rank equally with the entitlement of the holders of any other preferred or preference shares, if any, of the Company ranking *pari passu* with the Preference Shares as regards participation in assets of the Company.

Notwithstanding the availability of sufficient assets of the Company to pay any Liquidation Distribution to the Holders, if, at the time such Liquidation Distribution is to be paid, proceedings are pending or have been commenced for the voluntary or involuntary liquidation, dissolution or winding-up of BAWAG, the Liquidation Distribution paid to Holders of the Preference Shares and the liquidation distribution per share paid to the holders of all Asset Parity Securities, shall not exceed the amount per share that would have been paid as the liquidation distribution from the assets of BAWAG (after payment in full in accordance with Austrian law of all creditors of BAWAG, including holders of its subordinated debt but excluding holders of any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under the Support Agreement) had the Preference Shares and all Asset Parity Securities been issued by BAWAG and ranked (x) junior to

BAWAG's obligations under the Support Agreement (other than any liability expressed to rank *pari passu* with or junior to BAWAG's obligations under the Support Agreement), (y) *pari passu* with all Asset Parity Securities of BAWAG and (z) senior to BAWAG's Bank Share Capital.

- (ii) If the Liquidation Distribution and any other such liquidation distributions cannot be made in full by reason of the limitation described in sub-Article 6(b)(i) above, such amounts will be payable *pro rata* in the proportion that the amount available for payment bears to the full amount that would have been payable but for such limitation. After payment of the Liquidation Distribution, as adjusted if applicable, the Holders will have no right or claim to any of the remaining assets of the Company or BAWAG.
- (iii) In the event of the liquidation, dissolution or winding-up of BAWAG, the Board of Directors shall convene an Extraordinary General Meeting of the Company for the purpose of proposing a Special Resolution to put the Company into voluntary winding up and the amount per share to which Holders shall be entitled as a Liquidation Distribution will be as set out in sub-Articles 6(b)(i) and (ii) above.

(c) **Optional Redemption**

- (i) The Preference Shares are redeemable, at the option of the Company, subject to the Law and to the prior consent of BAWAG (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (*Kapital gleicher oder besserer Qualität*) or having applied to and been granted consent by the *Finanzmarktaufsicht*), in whole but not part, on the Optional Redemption Date and on any Dividend Date falling thereafter upon not less than 60 nor more than 90 days' notice to the Holders of the Preference Shares specifying the relevant date fixed for redemption (which notice shall be irrevocable), each to be redeemed at the Redemption Price on the date fixed for redemption.
- (ii) Upon the expiry of such notice, the Company shall be bound to redeem the relevant Preference Shares accordingly, in accordance with and subject to the Law.

(d) **Redemption for Tax Reasons and for Capital Reasons**

Notwithstanding the foregoing, the Preference Shares will be redeemable, at the option of the Company at any time, subject to the Law and to the prior consent of BAWAG, (which shall grant such consent only after either replacement of the principal amount of the Preference Shares so redeemed by issuing other capital of at least equivalent quality (*Kapital gleicher oder besserer Qualität*) or having applied for and been granted consent by the *Finanzmarktaufsicht*), in whole but not in part at the Redemption Price, if (i) the Company is or would be required to pay Additional Amounts (as defined in sub-Article 6(g)) or (ii) the *Finanzmarktaufsicht* determines and announces that, or as a result of a change in law or regulation or interpretation thereof, the Preference Shares no longer qualify as Core Capital (*Kernkapital*) of BAWAG for Austrian banking capital adequacy purposes on a consolidated basis, upon not less than 60 nor more than 90 days' notice, to the Holders of the Preference Shares designating the relevant Specified Redemption Date (which notice shall be irrevocable), each to be redeemed on the Specified Redemption Date. Upon the

expiry of such notice, the Company shall be bound to redeem the Preference Shares accordingly, in accordance with and subject to the Law.

(e) **Payments and Purchases**

- (i) Dividends declared or payable on the Preference Shares will be payable by the Company on the relevant Dividend Date (but without interest in respect of a delay where such Dividend Date is not a Business Day) or other due date for payment as provided herein to the Holders of record thereof as they appear on the Register for the Preference Shares on the relevant record date, which will be five days prior to the relevant date for payment.

If the Company gives a notice of redemption in respect of the Preference Shares, then, by 10.00 a.m. (London time) on the date specified for redemption, the Company will irrevocably deposit with the Agent funds sufficient to pay the Redemption Price, and will give the Agent irrevocable instructions and authority to pay the Redemption Price to the Holders of the Preference Shares as at the relevant record date, which will be seven days prior to the relevant date specified for redemption. If notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of Holders of the Preference Shares will be extinguished, except the right of the Holders of the Preference Shares to receive the Redemption Price in respect of each share, but without interest, and the Preference Shares will cease to be outstanding.

- (ii) Subject to any applicable fiscal or other laws and regulations:
- (a) each payment in respect of dividends will be made by cheque and mailed to the Holder of record at such Holder's address as it appears on the Register on the relevant record date for the Preference Shares; and
- (b) any payment in respect of the redemption of any Preference Share will be made by cheque, against presentation and surrender of the relevant share certificate at the office of the Paying and Transfer Agent,

provided however, that a Holder of Preference Shares may receive any such payment by wire transfer if the Company (or its agent) so agrees with such Holder and if appropriate wire transfer instructions have been received by the Paying and Transfer Agent in sufficient time prior to the relevant date of payment.

- (iii) In the event that payment of the Redemption Price in respect of any Preference Share is improperly withheld or refused and not paid by the Company, dividends on such Preference Share, subject as described in sub-Article 6(a)(ii), will continue to accrue, at the then applicable rate, from the date specified for redemption to the date of actual payment of such Redemption Price.
- (iv) In making any payment in respect of the Preference Shares, amounts shall be rounded, if necessary, to the nearest €0.01 (with €0.005 being rounded upwards).

- (v) Subject to the foregoing and to applicable law (including, without limitation, Jersey and Austrian securities and banking laws and regulations) and to the rules of Euronext Amsterdam and the Frankfurt Stock Exchange (for such time as the Preference Shares remain listed thereon), the Company or BAWAG or any of BAWAG's other Subsidiaries may at any time and from time to time purchase outstanding Preference Shares by tender, in the open market or by private agreement. If purchases are made by tender, the tender must be available to all Holders alike. Any such Preference Shares so purchased by BAWAG or any of BAWAG's other Subsidiaries may be resold.

Any such purchase if made by the Company shall be made in such manner and on such terms as the Company shall approve in general meeting.

(f) **Voting Rights**

- (i) Holders of Preference Shares will not be entitled to receive notice of or attend or vote at any general meeting of shareholders of the Company.
- (ii) If, for any four consecutive Dividend Periods, dividends (whether or not declared) and any Additional Amounts in respect of such dividends have not been paid in whole or in part on the Preference Shares by the Company, then the Holders of outstanding Preference Shares together with the holders of any other preferred or preference shares of the Company having the right to vote for the election of Directors in such event, acting as a single class without regard to series, will be entitled, by written notice to the Company given by the Holders of a majority in Liquidation Preference of such shares or by ordinary resolution passed by the Holders of a majority in Liquidation Preference of such shares present in person or by proxy at a separate general meeting of such Holders convened for the purpose, to appoint two additional members of the Board of Directors.

Not later than 30 days after such entitlement arises, if the written notice of the Holders of outstanding Preference Shares and the holders of any other preferred or preference shares of the Company having the right to vote for the election of Directors in the circumstances described in the preceding paragraph has not been given as provided for in the preceding paragraph, the Board of Directors will convene a separate general meeting for the above purpose. If the Board of Directors fails to convene such meeting within such 30 day period, the Holders of 10 per cent. in Liquidation Preference of the Preference Shares and such other preferred or preference shares will be entitled to convene such meeting. The provisions of these Articles concerning the convening and conduct of general meetings of shareholders will apply with respect to any such separate general meeting. Any member of the Board of Directors so appointed shall vacate office if for any Dividend Periods, dividends and any Additional Amounts in respect of such dividends have been paid in full on the Preference Shares by the Company.

- (iii) Any variation or abrogation of the rights, preferences and privileges of the Preference Shares by way of amendment of these Articles or otherwise (including, without limitation, the authorisation or issuance of any shares of the Company ranking, as to participation in the profits or assets of the Company, senior to the Preference Shares) shall not be effective (unless otherwise required by applicable law) except with the consent in writing of the Holders of at least two-thirds of the outstanding Preference Shares or with

the sanction of a resolution, passed at a separate meeting, by the Holders of at least two-thirds of the outstanding Preference Shares present and voting at such meeting.

- (iv) Notwithstanding the foregoing, provided that the most recent dividend payable on the Preference Shares has been paid in full by the Company, the holders of ordinary shares of the Company (in the case of the increase of the authorised amount of Preference Shares and the creation of one or more other series of preferred or preference shares of the Company as provided in sub-Article 6(f)(iv)(a) and the authorisation and creation of one or more other classes of shares of the Company as provided in sub-Article 6(f)(iv)(b)), or the Board of Directors (in the case of the issue of such shares as provided in sub-Articles 6(f)(iv)(a) and 6(f)(iv)(b)) may, without the consent or sanction of the Holders of the Preference Shares, take such action as is required in order to amend these Articles:
 - (a) to increase the authorised amount of Preference Shares or to create and issue one or more other series of preferred or preference shares of the Company ranking *pari passu* with the Preference Shares as regards participation in the profits and assets of the Company; or
 - (b) to authorise, create and issue one or more other classes of shares of the Company ranking junior, as regards participation in the profits and assets of the Company, to the Preference Shares.
- (v) Notwithstanding the foregoing, no vote of the Holders will be required for the Company to redeem and cancel the Preference Shares in accordance with these Articles.
- (vi) No resolution may be proposed for adoption by the ordinary shareholders of the Company providing for the liquidation, dissolution or winding-up of the Company, unless the Holders of the outstanding Preference Shares and any other preferred or preference shares of the Company ranking *pari passu* as regards participation in profits or assets with the Preference Shares have approved such resolution. Such approval may only be given by the consent in writing of the Holders of at least two-thirds in Liquidation Preference of the outstanding Preference Shares and such other preferred or preference shares or with the sanction of a resolution passed by at least two-thirds in Liquidation Preference at a meeting of the Holders of the Preference Shares and such other preferred or preference shares present and voting at such meeting. Such approval shall not be required if the liquidation, dissolution or winding-up of the Company is proposed or initiated because of the liquidation, dissolution or winding-up of BAWAG.
- (vii) Any Preference Share outstanding at such time that is owned by BAWAG, or any entity in which BAWAG, either directly or indirectly, owns 20 per cent. or more of the voting shares or similar ownership interests, shall not carry a right to vote and shall, for voting purposes, be treated as if it were not outstanding.
- (viii) The Company will cause a notice of any meeting at which Holders of the Preference Shares are entitled to vote to be mailed to each Holder of a Preference Share. Each such notice will include a statement setting forth (a) the date, time and place of such meeting, (b) a description of any resolution

to be proposed for adoption at such meeting on which such Holders are entitled to vote and (c) instructions for the delivery of proxies.

(g) **Additional Amounts**

All payments in respect of the Preference Shares by the Company will be made without withholding or deduction for, or on account of, any Jersey Tax or Austrian Tax, unless the withholding or deduction of such Jersey Tax or Austrian Tax is required by law. In that event, the Company will pay, as further dividends, such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the amounts which would have been receivable in respect of the Preference Shares in the absence of such withholding or deduction; except that no such Additional Amounts will be payable, (i) to a Holder of Preference Shares (or to a third party on his behalf) with respect to any Preference Share to the extent that such Jersey Tax or Austrian Tax is imposed or levied by virtue of such Holder (or the beneficial owner) of such Preference Share (a) having some connection with the Island of Jersey or the Republic of Austria, as the case may be, other than being a Holder (or beneficial owner) of such Preference Share, or (b) being able to avoid such withholding or deduction by making a declaration of non-residence or any other claim for exemption to the relevant tax authority (but failing to do so) or (ii) more than 30 days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the expiry of such period of 30 days and except that the Company's obligations to make any such payments are subject to the limitations provided in sub-Article 6(a)(ii) and sub-Articles 6(b)(i) and (ii) above.

As used herein, the "**Relevant Date**" means the date on which the relevant payment first becomes due and payable or, if the full amount of the money payable has not been duly received by the Paying Agent or the Registrar on or prior to such due date, the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given to the Holders of Preference Shares in accordance with these Articles.

(h) **Notices**

Notices, including notice of any redemption of the Preference Shares, will be given by the Issuer (i) so long as any Preference Share is listed on the Frankfurt Stock Exchange and the Frankfurt Stock Exchange so requires, by publication in a leading national German newspaper approved by the Frankfurt Stock Exchange (which is expected to be the *Börsen-Zeitung*), (ii) so long as any Preference Share is listed on Euronext Amsterdam and Euronext Amsterdam so requires, by publication in the Euronext Official Daily List (*Officiële Prijscourant*) of Euronext Amsterdam and in a daily newspaper of wide circulation in The Netherlands or, if such publication is not practicable, in a leading daily newspaper in English and having general circulation in Europe and (iii) by mail to Clearstream Banking Frankfurt, Clearstream, Luxembourg and Euroclear and, in each case not less than 30 nor more than 60 days prior to the dated fixed for such redemption.

(i) **Equalisation**

(i) The Directors may maintain and operate an equalisation account in respect of the Preference Shares and in such case, the following provisions shall apply in addition to and shall override any other provisions of these Articles.

- (ii) If the Directors are maintaining an equalisation account:
- (A) the subscription price for each Preference Share issued shall include an equalisation payment calculated by multiplying €1.78125 by a fraction, the numerator of which is the number of days elapsed since 27 June 2002 or, if later, the last Dividend Date and the denominator of which is the 360, rounded to the nearest whole cent, which equalisation payment shall not form part of the share capital or premium but shall be credited to the equalisation account;
 - (B) on the redemption of a Preference Share, any equalisation repayment payable from the equalisation account to a Holder in accordance with Article 6(i)(iv) hereof shall be payable as part of the Redemption Price;
 - (C) for the purpose only of determining the amount to be declared by way of distribution in respect of a Preference Share, there shall be deemed to be included in the relevant profits of the Company available for distribution by way of dividend the amount standing to the credit of the equalisation account at the date by reference to which such determination is made;
 - (D) on the occasion of the payment of a distribution to the Holder of a Preference Share in respect of which an equalisation payment has been paid and to whom an equalisation repayment is payable in accordance with Article 6(i)(iv) hereof, the amount of the distribution payable to such Holder shall be reduced by the amount of the equalisation repayment payable to such Holder as aforesaid and if such equalisation repayment is equal to the distribution which would otherwise be payable, no distribution shall be payable on such Preference Share; and
 - (E) in accordance with Article 6(i)(iv) hereof, the Holder of any Preference Share on which, on the commencement of a winding up, any sum by way of an equalisation repayment is outstanding shall rank as an unsecured creditor of the Company for the repayment thereof.
- (iii) The Directors shall credit any equalisation payments received in respect of the allotment of Preference Shares to the equalisation account PROVIDED THAT, subject as hereinafter provided, such payments shall be attributable to the Holders for the time being of the Preference Shares on account of which such equalisation payments were paid and who have not received an equalisation repayment from the equalisation account pursuant to Article 6(i)(iv) hereof and shall not form part of the capital of the Company.
- (iv) Subject as is hereinafter provided, the Holder for the time being of a Preference Share in respect of which an equalisation payment was paid on its allotment shall be entitled to the payment from the relevant equalisation account of an equalisation repayment of such sum as is hereinafter provided on the occurrence of the first of any of the following events following the date of issue of the Preference Share, namely:
- (A) on the payment of a distribution from the profits of the Company; or
 - (B) on redemption of such share; or
 - (C) on the winding up of the Company.

The equalisation repayment payable in the foregoing events shall be the amount of the relevant equalisation payment made on the issue of such Preference Share PROVIDED THAT such equalisation repayments may be paid at a rate or rates per Preference Share ascertained by dividing the aggregate of all equalisation payments standing to the credit of the equalisation account by the number of Preference Shares in respect of which such equalisation repayments are payable and such Preference Shares may be divided into two or more groups issued within different periods of time.

- (v) All unclaimed equalisation repayments to which a Holder is entitled in any of the events referred to in paragraph (iv) of this Article 6(i) may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No such equalisation repayments shall bear interest against the Company. The payment by the Directors of any such unclaimed equalisation repayments in respect of a Preference Share shall not constitute the Company a trustee in respect thereof. Any equalisation repayment unclaimed after 10 years from the date when it first became payable shall be forfeited automatically, without the necessity for any declaration or other action of the Company.
7. Without prejudice to any special rights for the time being conferred on the holders of any class of shares (which special rights shall not be varied or abrogated except with such consent or sanction as is required by Article 19 hereof and subject to the Law) any share in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividends, return of capital, voting or otherwise, as the Company may from time to time, by Special Resolution, determine.
 8. Subject to Articles 14 to 17 hereof, the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors, and they may (subject to the provisions of Article 7 hereof) allot, grant options over, or otherwise dispose of them to such persons at such times and on such terms as they think proper, but so that no shares shall be issued at a discount.
 9. The Company may issue fractions of shares in accordance with and subject to the provisions of the Law, *provided that*:-
 - (a) a fraction of a share shall be taken into account in determining the entitlement of a Member as regards dividends or on a winding up; and
 - (b) a fraction of a share shall not entitle a Member to a vote in respect thereof.
 10. The Company may, subject to the provisions of the Law:-
 - (a) issue; or
 - (b) convert any existing non-redeemable shares (whether issued or not) into, shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder thereof.
 11. The Company may pay commissions as permitted by the Law. Subject to the provisions of the Law, any such commission may be satisfied either by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

12. Save as permitted by the Law, the Company shall not give financial assistance directly or indirectly for the purpose of, or in connection with, the acquisition made or to be made by any person of any shares in the Company or its holding company (if any).
13. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share, or (except only as by these Articles otherwise provided or as by law required) any interest in any fraction of a share, or any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

Alteration of Share Capital

14. Subject to the provisions of Article 6 hereof, the Company may, by altering its Memorandum of Association by Special Resolution, alter its share capital in any manner permitted by the Law.
15. Any new shares created on an increase or other alteration of share capital shall be issued upon such terms and conditions as the Company in general meeting shall direct.
16. Unless otherwise directed by the Company in general meeting all new ordinary shares shall be offered to the Members (other than Holders of Preference Shares) in proportion to the existing shares held by them. Such offers shall be made by notice specifying the number of shares to which the Member is entitled and prescribing the period within which the offer will remain open, and upon the expiry of such period the offer, if not accepted, shall be deemed to have been declined. All such shares, if offered to the Members and not taken up by them, shall be disposed of by the Directors in such manner as the Directors think most beneficial to the Company.
17. Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue of the new shares, be considered as part of the original capital, and the new shares shall be subject to the provisions of these Articles with reference to the payment of calls, transfer and transmission of shares, lien or otherwise, applicable to the existing shares in the Company.

Reduction of Share Capital

18. Subject to the provisions of the Law, the Company may, by Special Resolution, reduce its share capital in any way.

Variation of Rights

19. Subject as provided in Article 6(g) hereof, whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class, unless otherwise provided by the terms of issue of the shares of that class, may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of not less than two-thirds of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class, but not otherwise. To every such separate meeting all the provisions of these Articles and of the Law relating to general meetings of the Company or to the proceedings thereat shall apply, *mutatis mutandis*, except that the necessary quorum shall be two persons holding or representing at least one-third in nominal amount of the issued shares of that class provided that, if at any time all of the issued shares of that class are held by one Member, being a holding company or its nominee, such quorum shall consist of the Member

present in person but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those holders who are present in person shall be a quorum.

20. The special rights conferred upon the holders of any class of shares issued with preferred or other special rights shall be deemed to be varied by the reduction of the capital paid up on such shares and by the creation of further shares ranking in priority thereto, but shall not (unless otherwise expressly provided by these Articles or by the conditions of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking after or *pari passu* therewith.

Share Certificates

21. Every Member shall be entitled:-
- (a) without payment, to one certificate for all his shares of each class and, when part only of the shares comprised in a certificate is sold or transferred, to a new certificate for the remainder of the shares so comprised; or
 - (b) upon payment of such sum for each certificate as the Directors shall from time to time determine, to several certificates each for one or more of his shares of any class.
22. Every certificate shall be issued within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide), in the case of the Preference Shares, at the office of the Paying and Transfer Agent or of any other authorised transfer agent appointed by the Company for such purposes, and shall specify the shares to which it relates and the amount paid up thereon and if so required by the Law, the distinguishing numbers of such shares, and, except in the case of certificates representing the Preference Shares, shall be under seal.
23. In respect of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
24. If a share certificate is damaged, defaced, lost, stolen or destroyed, a new share certificate representing the same shares may be issued on payment of such fee and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses as the Directors may think fit and on payment of any exceptional expenses of the Company incidental to its investigation of the evidence and, if damaged or defaced, on delivery up of the old share certificate.

Joint Holders of Shares

25. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with the benefit of survivorship, subject to the following provisions:-
- (a) the Company shall not be bound to register more than four persons as the joint holders of any share;
 - (b) the joint holders of any share shall be liable, severally as well as jointly, in respect of all payments to be made in respect of such share;
 - (c) any one of such joint holders may give a good receipt for any dividend, bonus or return of capital payable to such joint holders;

- (d) only the senior of the joint holders of a share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company and any notice given to the senior joint holder shall be deemed notice to all the joint holders; and
- (e) for the purpose of the provisions of this Article, seniority shall be determined by the order in which the names of the joint holders appear in the Register.

Register of Members

- 26. The Directors shall keep or cause to be kept at the Office or at such other place in the Island of Jersey where it is made up, as the Directors may from time to time determine, a Register in the manner required by the Law. In each year the Directors shall prepare or cause to be prepared and filed an annual return containing the particulars required by the Law.

Lien

- 27. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies, whether presently payable or not, called or payable at a fixed time in respect of such shares; and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such Member and whether the period for the payment or discharge of the same shall have actually commenced or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person whether a Member or not. The Company's lien (if any) on a share shall extend to all dividends or other monies payable thereon or in respect thereof. The Directors may resolve that any share shall, for such period as they think fit, be exempt from the provisions of this Article.
- 28. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some monies in respect of which the lien exists are presently payable, and fourteen days have expired after a notice, stating and demanding payment of the monies presently payable and giving notice of intention to sell in default, shall have been served on the holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the shares.
- 29. The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise a person to execute an instrument of transfer of the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Calls on Shares

- 30. The Directors may, subject to the provisions of these Articles and to any conditions of allotment, from time to time make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the amount of the shares or by way of premium) *provided that* (except as otherwise fixed by the conditions of application or allotment) no call on any share shall be payable within fourteen days of the date appointed for payment of the

last preceding call, and each Member shall (subject to being given at least fourteen clear days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares.

31. A call may be made payable by instalments. A call may be postponed or wholly or in part revoked as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
32. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due may be required to pay interest on the sum from the day appointed for payment thereof to the time of actual payment at a rate determined by the Directors not exceeding the rate of ten per cent per annum.
33. Any sum which by or pursuant to the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall, for all the purposes of these Articles, be deemed to be a call duly made and payable on the date on which, by or pursuant to the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
34. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
35. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the money uncalled and unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls. Any such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced. The Company may pay interest upon the money so received, or upon so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, at such rate as the Directors shall think fit *provided that* any amount paid up in advance of calls shall not entitle the holder of the shares upon which such amount is paid to participate in respect thereof in any dividend until the same would but for such advance become presently payable.

Forfeiture of Shares

36. If a Member fails to pay any call or instalment of a call on or before the day appointed for payment thereof, the Directors may at any time thereafter, during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses which may have been incurred by the Company by reason of such non-payment.
37. The notice shall name a further day (not earlier than fourteen days from the date of service thereof) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares on which the call was made will be liable to be forfeited.
38. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof have been made, be forfeited by a resolution of the Directors to that effect, and such forfeiture shall include all dividends which shall have been declared on the forfeited shares and not actually paid before the forfeiture.

39. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be invalidated in any manner by any omission or neglect to give such notice or to make such entry as aforesaid.
40. A forfeited share may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited share to any other person as aforesaid.
41. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with interest thereon at a rate determined by the Directors not exceeding ten per cent per annum from the date of forfeiture until payment and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.
42. An affidavit by a Director or the Secretary that a share has been duly forfeited on the date stated therein shall be conclusive evidence of the facts so stated as against all persons claiming to be entitled to the share and such affidavit and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the certificate for the share delivered to a purchaser or allottee thereof, shall (subject to the execution of a transfer if the same be so required) constitute good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in respect of the forfeiture, sale, re-allotment or disposal of the share.
43. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Transfer and Transmission of Shares

44. All transfers of shares shall be effected by notice in writing (a "Transfer Notice") in the usual common form or in any other form approved by the Directors.
45. All Transfer Notices shall be signed by or on behalf of the transferor and, in the case of a partly paid share, by the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered on the Register in respect thereof.
46. The Directors:
- (a) may, without assigning any reason, refuse to register a transfer of any share which is not fully paid and may also refuse the registration of any transfer of any share (which is not fully paid) on which the Company has a lien.
 - (b) will not be required to register the transfer of any Preference Share after it has been called for redemption.

47. The Directors may decline to recognise any Transfer Notice, unless:-
- (a) the Transfer Notice is deposited, in the case of ordinary shares, at the Office or such other place as the Directors may appoint and, in the case of the Preference Shares, at the office of the Paying and Transfer Agent or of any other authorised transfer agent appointed by the Company in respect of the Preference Shares, in either case accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
 - (b) the Transfer Notice is in respect of only one class of shares.
48. If the Directors refuse to register any transfer of shares they shall, within two months after the date on which the Transfer Notice was lodged with the Company, send to the proposed transferor and transferee notice of the refusal.
49. All Transfer Notices relating to transfers of shares which are registered shall be retained by or on behalf of the Company, but any Transfer Notices relating to transfers of shares which the Directors decline to register shall (except in any case of fraud) be returned to the person depositing the same.
50. Registration of transfers of shares will be effected without charge by or on behalf of the Company, but upon payment (or the giving of such indemnity as the Company may require) in respect of any tax or other governmental charges which may be imposed in relation to it.
51. Unless otherwise decided by the Directors in their sole discretion, no fee shall be charged in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares.
52. In respect of any allotment of any share the Directors shall have the same right to decline to approve the registration of any renounee of any allottee as if the application to allot and the renunciation were a transfer of a share under these Articles.
53. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.
54. Any guardian of an infant Member and any curator or guardian or other legal representative of a Member under legal disability and any person becoming entitled to a share in consequence of the death or insolvency or bankruptcy of a Member or otherwise by operation of law may, upon such evidence as to his entitlement being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder thereof.
55. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice signed by him stating that he so elects together with such evidence as to his entitlement as may from time to time be required by the Directors. If he shall elect to have another person registered, he shall testify his election by signing a Transfer Notice in favour of that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or Transfer Notice as aforesaid as would have existed had such transfer occurred before the death, insolvency or bankruptcy of the Member concerned.

56. A person becoming entitled to a share by reason of the death or insolvency or bankruptcy of a Member or otherwise by operation of law shall, upon such evidence as to his entitlement being produced as may from time to time be required by the Directors, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company *provided always that* the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within one month such person shall be deemed to have so elected to be registered himself and all the restrictions on the transfer and transmission of shares contained in these Articles shall apply to such election.

General Meetings

57. Unless all of the Members agree in writing to dispense with the holding of annual general meetings and any such agreement remains valid in accordance with the Law, the provisions of Article 58 hereof shall apply with regard to annual general meetings of the Company.
58. An annual general meeting shall be held once in every calendar year, either in or outside the Island, at such time and place as may be determined by the Directors; but so long as the Company holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. All other general meetings shall be called extraordinary general meetings.
59. The Directors may whenever they think fit, and upon a requisition made in writing by Members in accordance with the Law the Directors shall, convene an extraordinary general meeting of the Company.
60. At any extraordinary general meeting called pursuant to a requisition, unless such meeting is called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

Class Meetings

61. Save as is provided in this Article and otherwise in these Articles, all the provisions of these Articles and of the Law relating to general meetings of the Company and to the proceedings thereat shall apply, *mutatis mutandis*, to every class meeting. At any class meeting the holders of shares of the relevant class shall, on a poll, have one vote in respect of each share of that class held by each of them.

Notice of General Meetings

62. At least twenty-one clear days' notice shall be given of every annual general meeting and of every general meeting called for the passing of a Special Resolution, and at least fourteen clear days' notice shall be given of all other general meetings. Every notice shall specify the place, the day and the time of the meeting and in the case of special business, the general nature of such business and, in the case of an annual general meeting, shall specify the meeting as such. Notice of every meeting shall be given in the manner hereinafter mentioned to all the Members (other than the Holders of Preference Shares) and to the Directors and to the auditors.
63. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 62 hereof, be deemed to have been duly called if it is so agreed:-

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of Members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.
64. In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.
65. It shall be the duty of the Company, subject to the provisions of the Law, on the calling of a meeting on the requisition in writing of such number of Members as is specified by the Law:-
- (a) to give to the Members entitled to receive notice of general meetings and to the Directors notice of any resolution which may properly be moved and which it is intended to move at that meeting; and
 - (b) to circulate to Members entitled to have notice of any general meeting sent to them, any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.
66. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

67. The business of an annual general meeting shall be to receive and consider the accounts of the Company and the reports of the Directors and auditors, to elect Directors (if necessary), to elect auditors and fix their remuneration, to sanction a dividend if thought fit so to do, and to transact any other business of which notice has been given.
68. No business shall be transacted at any general meeting except the adjournment of the meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Such quorum shall consist of not less than two Members present in person, but so that not less than two individuals will constitute the quorum, *provided that*, if at any time all of the issued shares in the Company are held by one Member, being a holding company or its nominee, such quorum shall consist of the Member present in person.
69. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. If otherwise convened the meeting shall stand adjourned to the same day in the next week at the same time and place or such day, time and place as the Directors shall determine
70. The chairman (if any) of the Directors shall preside as chairman at every general meeting of the Company. If there is no such chairman, or if at any meeting he is not present the Members present in person shall choose one of the Directors present to be chairman, or if no Director shall be present and willing to take the chair the Members present in person shall choose one of their number to be chairman.
71. The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left

unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.

72. Except where otherwise provided in the Law or in these Articles, all resolutions shall be adopted if approved by a majority of the votes cast. In the event of an equality of votes at any general meeting, whether upon a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote.
73. At any general meeting every question shall be decided in the first instance by a show of hands and, unless a poll is demanded by the chairman or by any Member, a declaration by the chairman that a resolution has on a show of hands been carried or not carried, or carried or not carried by a particular majority or lost, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
74. If a poll is demanded in the manner mentioned above, it shall be taken at such time (within twenty-one days) and in such manner as the chairman directs and the results of such poll shall be deemed to be the resolution of the Company in general meeting. A poll may be demanded upon the election of the chairman and upon a question of adjournment and such poll shall be taken forthwith without adjournment. Any business other than that upon which a poll has been demanded may proceed pending the taking of the poll.
75. Minutes of all resolutions and proceedings of general meetings shall be duly and regularly entered in books kept for that purpose and shall be available for inspection by a Member during business hours without charge. A Member may require a copy of any such minutes in such manner, and upon payment of such sum, as provided in the Law.
76. If a Member is by any means in communication with one or more other Members so that each Member participating in the communication can hear what is said by any other of them, each Member so participating in the communication is deemed to be present in person at a meeting with the other Members so participating, notwithstanding that all the Members so participating are not present together in the same place. A meeting at which any or all of the Members participate as aforesaid shall be deemed to be a general meeting of the Company for the purposes of these Articles notwithstanding any other provisions of these Articles and all of the provisions of these Articles and of the Law relating to general meetings of the Company and to the proceedings thereat shall apply, *mutatis mutandis*, to every such meeting.
77. A resolution in writing (including a Special Resolution but excluding a resolution removing an auditor) signed by all Members who would be entitled to receive notice of and to attend and vote at a general meeting at which such a resolution would be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys and signature in the case of a corporate body which is a Member shall be sufficient if made by a director or other duly authorised officer thereof or its duly appointed attorney.
78. Subject to any rights or restrictions as to voting attached to any class of shares, at any General Meeting:-
 - (a) on a show of hands, every Member present in person shall have one vote; and
 - (b) on a poll, every Member present in person shall have one vote for each share held by him.

79. Where there are joint registered holders of any share, such persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name appears first in order in the Register in respect of such share shall be the only person entitled to vote in respect thereof.
80. A Member for whom a special or general attorney is appointed or who is suffering from some other legal incapacity or interdiction in respect of whom an order has been made by any court having jurisdiction (whether in the Island of Jersey or elsewhere) in matters concerning legal incapacity or interdiction may vote, whether on a show of hands or on a poll, by his attorney, curator, or other person authorised in that behalf appointed by that court, and any such attorney, curator or other person may vote by proxy. Evidence to the satisfaction of the Directors of the authority of such attorney, curator or other person may be required by the Directors prior to any vote being exercised by such attorney, curator or other person.
81. The Directors and the auditors shall be entitled to receive notice of and to attend and speak at any meeting of Members. Save as aforesaid and as provided in Article 80 hereof, no person shall be entitled to be present or take part in any proceedings or vote either personally or by proxy at any general meeting unless he has been registered as owner of the shares in respect of which he claims to vote.
82. (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- (2) Where a person is authorised under Article 90 hereof to represent a body corporate at a general meeting of the Company the Directors or the chairman of the meeting may require him to produce a certified copy of the resolution from which he derives his authority.
83. On a poll a Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
84. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member.
85. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the Office within such time (not exceeding forty-eight hours) before the time for holding the meeting or adjourned meeting or for the taking of a poll at which the person named in the instrument proposes to vote as the Directors may from time to time determine.
86. The instrument appointing a proxy may be in any common form or in any other form approved by the Directors including the following form:-

"BAWAG Capital Finance (Jersey) II Limited"

I/We _____ of _____
 being a Member/Members of the above named Company
 hereby appoint _____ of _____
 or failing him _____ of _____

as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the day of and at any adjournment thereof.

Signed this day of "

87. Unless the contrary is stated thereon the instrument appointing a proxy shall be as valid as well for any adjournment of the meeting as for the meeting to which it relates.
88. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting or the taking of the poll at which the proxy is used.
89. The Directors may at the expense of the Company send by post or otherwise to the Members instruments of proxy (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares of the Company either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one or more of a number of persons specified in the invitations are issued at the Company's expense they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote thereat by proxy.

Corporate Members

90. Any body corporate which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of Members (or of any class of Members) and the person so authorised shall be entitled to exercise on behalf of the body corporate which he represents the same powers as that body corporate could exercise if it were an individual.

Directors

91. The Company may by ordinary resolution determine the maximum and minimum number of Directors and unless and until otherwise so determined the minimum number of Directors shall be two. The Company shall keep or cause to be kept at the Office a register of its Directors in the manner required by the Law.
92. A Director need not be a Member but shall nevertheless be entitled to receive notice of and to attend and speak at any general meeting or at any separate meeting of the holders of any class of shares in the Company.
93. The Directors shall be paid out of the funds of the Company their travelling and other expenses properly and necessarily expended by them in attending meetings of the Directors or Members or otherwise on the affairs of the Company. They shall also be paid by way of remuneration for their services such sum as shall be fixed by resolution of the Company, which shall be divided between them as they shall agree or, failing agreement, equally and shall be deemed to accrue from day to day. If any Director shall be appointed agent or to perform extra services or to make any special exertions or to go or reside abroad for any of the purposes of the Company, the Directors may remunerate such Director therefor either by a fixed sum or by commission or participation in profits or otherwise or partly one way and partly in another as they think fit, and such remuneration may be either in addition to or in substitution for his remuneration hereinbefore provided.

Alternate Directors

94. Any Director may at his sole discretion and at any time and from time to time appoint any person (other than a person disqualified by law from being a director of a company) as an alternate Director to attend and vote in his place at any meetings of Directors at which he is not personally present. Each Director shall be at liberty to appoint under this Article more than one alternate Director *provided that* only one such alternate Director may at any one time act on behalf of the Director by whom he has been appointed. Every such appointment shall be effective and the following provisions shall apply in connection therewith:-
- (a) every alternate Director while he holds office as such shall be entitled to notice of meetings of Directors and to attend and to exercise all the rights and privileges of his appointor at all such meetings at which his appointor is not personally present;
 - (b) every alternate Director shall *ipso facto* vacate office if and when his appointment expires or the Director who appointed him ceases to be a Director of the Company or removes the alternate Director from office by notice under his hand served upon the Company;
 - (c) every alternate Director shall be entitled to be paid all travelling, hotel and other expenses reasonably incurred by him in attending meetings. The remuneration (if any) of an alternate Director shall be payable out of the remuneration payable to the Director appointing him as may be agreed between them;
 - (d) a Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account, but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director; and
 - (e) a Director who is also appointed an alternate Director shall be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two.
95. The instrument appointing an alternate Director may be in any form approved by the Directors including the following form:-

"BAWAG Capital Finance (Jersey) II Limited

I, a Director of the above named Company, in pursuance of the power in that behalf contained in the Articles of Association of the Company, do hereby nominate and appoint of

to act as alternate Director in my place at the meeting of the Directors to be held on the day of _____ and at any adjournment thereof which I am unable to attend and to exercise all my duties as a Director of the Company at such meeting.

Signed this _____ day of _____ "

96. Save as otherwise provided in Article 94(b) hereof, any appointment or removal of an alternate Director shall be by notice signed by the Director making or revoking the appointment and shall take effect when lodged at the Office or otherwise notified to the Company in such manner as is approved by the Directors.

Executive Directors

97. The Directors may from time to time appoint one or more of their number to be the holder of any executive office on such terms and for such periods as they may determine. The appointment of any Director to any executive office shall be subject to termination if he ceases to be a Director, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
98. The Directors may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Directors, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Appointment of Directors

99. The first Directors of the Company shall be appointed in writing by the Subscribers to the Memorandum of Association or by the majority of them; they shall hold office until they resign or are disqualified in accordance with Article 103 hereof.
100. Subject to the provisions of Article 91 hereof, the Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office until he resigns or is disqualified in accordance with Article 103 hereof.
101. At any general meeting at which a Director retires or is removed from office the Company shall elect a Director to fill the vacancy, unless the Company determines to reduce the number of Directors in office. If the Company in general meeting determines to increase the number of Directors in office the Company shall elect additional Directors.
102. Seven clear days' notice shall be given to the Company of the intention of any Member to propose any person for election to the office of Director *provided always that*, if the Members present at a general meeting unanimously consent, the chairman of such meeting may waive the said notice and submit to the meeting the name of any person duly qualified and willing to act.

Resignation, Disqualification and Removal of Directors

103. The office of a Director shall be vacated if: -
- (a) he resigns his office by notice to the Company; or
 - (b) he ceases to be a Director by virtue of any provision of the Law or he becomes prohibited or disqualified by law from being a Director; or
 - (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (d) he is removed from office by resolution of the Members.

Powers of Directors

104. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Law or these Articles required to be exercised by the Company in general meeting, and the power and authority to represent the Company in all transactions relating to real and personal property and all other legal or judicial transactions,

acts and matters and before all courts of law shall be vested in the Directors. If at any time the Company shall determine by ordinary resolution that there shall be only one Director the business of the Company shall be managed by the sole Director. The Directors' powers shall be subject to any regulations of these Articles, to the provisions of the Law and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

105. The Directors may, by power of attorney, mandate or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Transactions with Directors

106. A Director, including an alternate Director, may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director and may act in a professional capacity to the Company on such terms as to tenure of office, remuneration and otherwise as the Directors may determine.
107. Subject to the provisions of the Law, and provided that he has disclosed to the Directors the nature and extent of any of his material interests, a Director notwithstanding his office:-
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
108. For the purposes of Article 107:-
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of that Director.

Proceedings of Directors

109. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled, in the absence of the Director whom he is representing, to a separate vote on behalf of such Director in addition to his own vote. A Director may, and the Secretary on the requisition of a Director shall, at any

time, summon a meeting of the Directors by giving to each Director and alternate Director not less than twenty-four hours' notice of the meeting *provided that* any meeting may be convened at shorter notice and in such manner as each Director or his alternate Director shall approve *provided further that* unless otherwise resolved by the Directors notices of Directors' meetings need not be in writing.

110. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two. If at any time the Company shall determine by ordinary resolution that there shall be only one Director such quorum shall be one. For the purposes of this Article and subject to the provisions of Article 94(e) hereof an alternate Director shall be counted in a quorum, but so that not less than two individuals will constitute the quorum.
111. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting at which he is appointed to hold any office or place of profit under the Company, or at which the terms of his appointment are arranged, but he may not vote on his own appointment or the terms thereof.
112. Subject to the provisions of the Law, a Director, notwithstanding his interest, may be counted in the quorum present at any meeting at which any proposal, arrangement or contract in which he is interested is considered and, subject to the provisions of Articles 107 and 108 hereof, he may vote on any proposal, arrangement or contract in which he is materially interested provided he has disclosed the nature of his interest in it prior to its consideration and any vote thereon, provided however that notwithstanding the above, no Director may vote or be counted in the quorum in relation to any proposal, arrangement or contract in which he is materially interested, save where the Director's interest is by virtue of either (i) an interest in shares or other securities of the Company or (ii) the giving of a security, guarantee or indemnity in relation to either any money lent by the Director at the request of or for the benefit of the Company, any indebtedness of the Company for which the Director has assumed responsibility, any issue of shares in which the Director may be entitled to participate, any contract with another company in which the Director is interested (unless the Director has a holding of more than 1%), the adoption by the Company of any employee scheme in which the Director may benefit, or the purchase of insurance for the Director against any liability.
113. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting of the Company. If at any time the Company shall determine by ordinary resolution that there shall be only one Director the foregoing provisions of this Article shall not apply. If there are no Directors or no Director is able or willing to act, then any Member or the Secretary may summon a general meeting for the purpose of appointing Directors.
114. The Directors may from time to time elect from their number, and remove, a chairman and/or deputy chairman and/or vice-chairman and determine the period for which they are to hold office. The chairman, or in his absence the deputy chairman, or in his absence, the vice-chairman, shall preside at all meetings of the Directors, but if no such chairman, deputy chairman or vice-chairman be elected, or if at any meeting the chairman, the deputy chairman and vice-chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be the chairman of the meeting.

115. The Directors may delegate any of their powers to committees consisting of such Directors or Director or such other persons as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The meetings and proceedings of any such committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under this Article.
116. If a Director is by any means in communication with one or more other Directors so that each Director participating in the communication can hear what is said by any other of them, each Director so participating in the communication is deemed to be present at a meeting with the other Directors so participating, notwithstanding that all the Directors so participating are not present together in the same place.
117. A resolution in writing of which notice has been given to all of the Directors or to all of the members of a committee appointed pursuant to Article 115 hereof (as the case may be), if signed by a majority of the Directors or of the members of such committee (as the case may be), shall be valid and effectual as if it had been passed at a meeting of the Directors or of the relevant committee duly convened and held and may consist of two or more documents in like form each signed by one or more of the Directors or members of the relevant committee.
118. All acts done *bona fide* by any meeting of Directors or of a committee appointed by the Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or committee or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of a committee appointed by the Directors and had been entitled to vote.

Minute Book

119. The Directors shall cause all resolutions in writing passed in accordance with Articles 77 and 117 hereof and minutes of proceedings at all general meetings of the Company or of the holders of any class of the Company's shares and of the Directors and of committees appointed by the Directors to be entered in books kept for the purpose. Any minutes of a meeting, if purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, shall be evidence of the proceedings.

Secretary

120. The Secretary shall be appointed by the Directors and any secretary so appointed may be removed by the Directors. Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no secretary capable of acting, be done by or to any assistant or deputy secretary or if there is no assistant or deputy secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors *provided that* any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary. The Company shall keep or cause to be kept at the Office a register of particulars with regard to its Secretary in the manner required by the Law.

Seals

121. The Company shall have a common seal and may in accordance with the Law have an official seal for use outside of the Island and an official seal for sealing securities issued by the Company or for sealing documents creating or evidencing securities so issued.
122. The Directors shall provide for the safe custody of all seals and no seal shall be used except by the authority of a resolution of the Directors or of a committee of the Directors authorised in that behalf by the Directors.
123. The Directors may from time to time make such regulations as they think fit determining the persons and the number of such persons who shall sign every instrument to which a seal is affixed and until otherwise so determined every such instrument shall be signed by one Director and shall be countersigned by the Secretary or by a second Director. The Company may, in writing under its common seal, authorise an agent appointed for the purpose to affix any official seal to a document to which the Company is a party.

Authentication of Documents

124. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum of Association and these Articles) and any resolutions passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

Dividends

125. Subject to the provisions of the Law, the Company may by resolution declare dividends in accordance with the respective rights of the Members, on the recommendation of, and not exceeding the amount recommended by, the Directors. The foregoing provisions of this Article 125 are without prejudice to the provisions of Article 6(a) hereof and no dividend may be declared or paid on the ordinary shares unless all dividends on the Preference Shares shall have been paid in full for four consecutive Dividend Periods.
126. Subject to the provisions of Article 6(a) hereof, all dividends shall be declared, apportioned and paid *pro rata* according to the amounts paid up on the shares (otherwise than in advance of calls) during any portion or portions of the period in respect of which the dividend is paid.
127. Subject to the provisions of the Law and of Article 6(a) hereof, the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to the Directors to be justified.
128. If at any time the share capital of the Company is divided into different classes, the Directors may, subject to Article 6 hereof, pay interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferred rights, as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend. The Directors may also pay half-yearly, or at other suitable intervals to be settled by them, any dividend which may be payable at a fixed rate if they are of the opinion that the profits of the Company justify the payment. Provided the Directors act *bona fide* they shall not incur any personal liability to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.

129. The Directors may deduct from any dividend or other monies payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
130. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No dividend shall bear interest as against the Company.
131. Any dividend which has remained unclaimed for a period of ten years from the date of declaration thereof shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.
132. Subject to the provisions of Article 6(e)(ii) hereof, any dividend or other monies payable on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto, and in the case of joint holders to any one of such joint holders, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such other person as the holder or joint holders may in writing direct, and payment of the cheque or warrant shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
133. Subject to the provisions of Article 6(a) hereof, a general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares or debentures of any other company, and the Directors shall give effect to such resolution; and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue certificates representing part of a shareholding or fractions of shares, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payment shall be made to any Members upon the footing of the value so fixed, in order to adjust the rights of Members, and may vest any specific assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors, and generally may make such arrangements for the allotment, acceptance and sale of such specific assets or certificates representing part of a shareholding or fractions of shares, or any part thereof, and otherwise as they think fit.
134. Any resolution declaring a dividend on the shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, or any resolution of the Directors for the payment of a fixed dividend on a date prescribed for the payment thereof, may specify that the same shall be payable to the persons registered as the holders of shares of the class concerned at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed (or, as the case may be, that prescribed for payment of a fixed dividend), and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any shares of the relevant class.

Reserve Fund

135. Before the declaration of a dividend, but subject always to Article 6 hereof, the Directors may set aside any part of the net profits of the Company to create a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such a manner (not being the purchase of or by way of loan upon the shares of the Company) as they think fit. Such reserve fund may be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, or

equalising dividends or special dividends, or for any other purpose for which the net profits of the Company may lawfully be used, and until the same shall be applied it shall remain undivided profits. The Directors may also carry forward to the accounts of the succeeding year or years any balance of profit which they do not think fit either to divide or to place to reserve.

Share Premium Account

136. There shall be transferred to a share premium account, as required by the Law, the amount or value of any premium paid up on shares issued by the Company and the sums for the time being standing to the credit of the share premium account shall be applied only in accordance with the Law.

Capitalisation

137. The Company may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any undistributed profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits, or any sum carried to reserve as a result of the sale or revaluation of the assets of the Company (other than goodwill) or any part thereof or, subject as hereinafter provided, any sum standing to the credit of the Company's share premium account or capital redemption reserve fund and accordingly that the Directors be authorised and directed to appropriate the profits or sum resolved to be capitalised to the Members in the proportion in which such profits or sum would have been divisible amongst them had the same been applicable and had been applied in paying dividends, and to apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full either at par or at such premium as the said resolution may provide, any unissued shares or debentures of the Company, such shares or debentures to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid, or partly in one way and partly in the other *provided that* the share premium account and the capital redemption reserve fund and any unrealised profits may not be applied in the paying up of any debentures of the Company.
138. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the profits or sum resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of certificates representing part of a shareholding or fractions of shares or by payments in cash or otherwise as they think fit in the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled to the benefit of such appropriations and applications into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, and any agreement made under such authority shall be effective and binding on all such Members.

Accounts and Audit

139. The Company shall keep accounting records and the Directors shall prepare accounts of the Company, made up to such date in each year as the Directors shall from time to time determine, in accordance with and subject to the provisions of the Law.

140. No Member shall have any right to inspect any accounting records or other book or document of the Company except as conferred by the Law or authorised by the Directors or by resolution of the Company.
141. The Directors, or the Company by resolution in general meeting, shall appoint auditors to examine the accounts of the Company and to report thereon in accordance with the Law.

Notices

142. Any notice to be given to or by any person pursuant to these Articles shall be in writing, save as provided in Article 109 hereof. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
143. Any notice may be posted to or left at the registered address of any person, and any notice so posted shall be deemed to be served one clear day after the day it was posted.
144. Any Member present in person at any meeting of the Company shall, for all purposes, be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
145. Any notice or document served on a Member shall, notwithstanding that such Member be then dead or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served on such Member as sole or joint holder, unless his name shall at the time of the service of the notice or document have been removed from the Register, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the shares of such Member.
146. Notwithstanding any of the provisions of these Articles, any notice to be given by the Company to a Director or to a Member may be given in any manner agreed in advance by any such Director or Member.

Winding Up

147. Subject to the provisions of Article 6(b) hereof, if the Company is wound up, the Company may, with the sanction of a Special Resolution and any other sanction required by the Law, divide the whole or any part of the assets of the Company among the Members in specie and the liquidator or, where there is no liquidator, the Directors, may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members, and with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

Indemnity

148. Insofar as the Law allows, every present or former officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such an officer.

Non-Application of Standard Table

149. The regulations constituting the Standard Table in the Companies (Standard Table) (Jersey) Order 1992 shall not apply to the Company.

ARTICLES OF ASSOCIATION

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Verfügbare Dokumente

Dieser Prospekt sowie die in diesem Prospekt erwähnten Unterlagen sind bei der Deutsche Bank Aktiengesellschaft, Grosse Gallusstrasse 10-14, D-60272 Frankfurt am Main, während der üblichen Geschäftsstunden an jedem Geschäftstag während der Laufzeit der Vorzugszertifikate erhältlich bzw. einsehbar.

Die jeweils jüngsten Geschäftsberichte der Emittentin sowie der Bank für Arbeit und Wirtschaft Aktiengesellschaft sind während der Laufzeit der Vorzugszertifikate jeweils bei der Bank für Arbeit und Wirtschaft Aktiengesellschaft, Seitzergasse 2-4, A-1010 Wien, sowie von der Deutsche Bank Aktiengesellschaft über PKS Direktwerbe GmbH, Archiv Deutsche Bank AG, Postfach 56 01 88, D-60406 Frankfurt am Main, erhältlich.

Zusätzliche Informationen im Zusammenhang mit der Börseneinführung an der Frankfurter Wertpapierbörse

1. Wertpapierkennnummer: WKN 860 096
2. Bekanntmachungen: Solange die Vorzugszertifikate an der Frankfurter Wertpapierbörse zugelassen sind, werden alle die Vorzugszertifikate betreffenden Bekanntmachungen in mindestens einer von der Frankfurter Wertpapierbörse hierfür bestimmten Tageszeitung mit überregionaler Verbreitung (voraussichtlich der *Börsen-Zeitung*) veröffentlicht werden.
3. Zahlstelle: Solange die Vorzugszertifikate an der Frankfurter Wertpapierbörse zugelassen sind, wird eine Zahlstelle in Frankfurt am Main unterhalten werden.
Die Adressen der Zahlstellen sind auf der Rückseite des hier eingebundenen Offering Circular vom 25. Juni 2002 angegeben.

Aufgrund des vorstehenden Börsenzulassungsprospekts wurden

6,000,000 Stück

7,125% Perpetual Non-cumulative Non-voting Fixed Rate Preference Shares
von 2002 (die "Vorzugszertifikate")

- Emissionspreis: EUR 25,- je Vorzugszertifikat -

- WKN 860 096 -

der

BAWAG Capital Finance (Jersey) II Limited
Jersey Islands

begeben unter einem Support Agreement durch

Bank für Arbeit und Wirtschaft Aktiengesellschaft
Wien, Österreich

nach § 40a BörsG zum Amtlichen Handel an der Frankfurter Wertpapierbörse
zugelassen.

Jersey Islands, Wien und Frankfurt am Main, den 27. Juni 2002

**BAWAG
Capital Finance (Jersey) II Limited**

**Bank für Arbeit und Wirtschaft
Aktiengesellschaft**

Deutsche Bank Aktiengesellschaft