

**INVITATION BY
KÄRNTNER AUSGLEICHSSZAHLUNGS-FONDS
TO APPLY FOR EARLY PAYMENT OF THE
CONDITIONAL ADDITIONAL PURCHASE PRICE
OF 13 MAY 2022**

NOTICE:

This Invitation is intended solely for persons who are eligible to receive a Conditional Additional Purchase Price (“CAPP”) under the Kärntner Ausgleichszahlungs-Fonds (“KAF”) offers of 06.09.2016 (either based on the original acceptance of such offers of 06.09.2016 or lawfully acquired by way of assignment).

This Invitation Document relates to the Conditional Additional Purchase Price under the KAF offers dated 06.09.2016. The terms used in this Invitation Document correspond to the terms defined in the KAF Offer Memorandum dated 06.09.2016.

This Invitation Document should be read in conjunction with KAF’s Offer Memorandum dated 06.09.2016, which is available for review and examination on KAF’s website (<http://kaerntner-ausgleichszahlungsfonds.gv.at/>).

For information purposes, in addition to the German language text of this document an English language text has been prepared. In case of discrepancies between the German language text and the English language text of this document, the German language text shall prevail.

Zu Informationszwecken wurde ergänzend zur deutschsprachigen Fassung dieses Dokuments eine englischsprachige Fassung erstellt. Im Fall von Unterschieden zwischen dem deutschsprachigen Text und dem englischsprachigen Text dieses Dokuments hat der deutschsprachige Text Vorrang.

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1. Kärntner Ausgleichszahlungs-Fonds (“KAF”)

KAF is a fund established by the Province of Carinthia under provincial law, with its registered office¹ at Karfreitstrasse 1, 9020 Klagenfurt am Wörthersee, Austria. KAF’s core activity is to make offers for the acquisition of debt instruments of HETA Asset Resolution AG (“HETA”), and to acquire, manage and dispose of them. In its Offer Memorandum dated 06.09.2016, KAF made offers to acquire certain debt instruments of HETA specified in the Offer Memorandum. The offer period began on 06.09.2016 and ended on 07.10.2016.

¹ LGBl. No. 65/2015, as amended

2. Brief description of the KAF offers of 06.09.2016 for acquisition of HETA debt instruments

The subject-matter of the KAF offers of 06.09.2016 was the offer by KAF, which was capable of acceptance until 07.10.2016, to sell and transfer certain HETA debt instruments to KAF at a price or consideration published by KAF in Annex A and Annex B of the KAF Offer Memorandum of 06.09.2016. In exchange for the transfer of these HETA debt instruments to KAF by the Accepting Holders, KAF has undertaken *vis-à-vis* the Accepting Holders to pay the relevant purchase price or provide the consideration, as the case may be, which is set out in Annexes A and B of the Offer Memorandum. At the option of the respective Accepting Holder, KAF's payment/consideration was provided either in the form of a cash payment ("Cash Offer") or in the form of the issuance and credit entry by KAF of a bond issued by KAF ("Exchange Offer").

Furthermore, the KAF offers distinguished between offers to acquire subordinated debt instruments of HETA and offers to acquire non-subordinated debt instruments of HETA. In the KAF offers applicable in each case, for both of these offer variants, the Cash Offer and the Exchange Offer were open to investors, with the purchase prices (consideration) from KAF explicitly stated for each form of offer.

For a detailed description of the KAF offers of 06.09.2016, we refer to the KAF Offer Memorandum dated 06.09.2016, which is available for review and examination on KAF's website (<http://kaerntner-ausgleichszahlungsfonds.gv.at/>).

3. The Conditional Additional Purchase Price ("CAPP")

With the offers dated 06.09.2016, KAF undertook to pay the purchase price or consideration as described in sec. 2 above. In addition, upon acceptance of the offers, KAF undertook the further liability towards the Accepting Holders, as defined in KAF's Offer Memorandum dated 06.09.2016, to pay a further purchase price portion to the Accepting Holders if the conditions defined in the KAF Offer Memorandum dated 06.09.2016 have occurred. These conditions are essentially that, pursuant to the Offer Memorandum of 06.09.2016, KAF will receive payments of certain amounts from HETA on the relevant HETA debt instruments which are the subject of the offer and which KAF acquired via the 2016 offers.

This second part of the purchase price which could be triggered by a contingency was called the "Contingent Additional Purchase Price" and is defined in the KAF Offer Memorandum of 06.09.2016 as follows:

“Contingent Additional Purchase Price for the Cash Offer

In addition, within four weeks from the date on which the liquidation (Abwicklung) of HETA becomes legally binding (rechtskräftig), the Offeror will pay to each Accepting Holder accepting the Cash Offer a Contingent Additional Purchase Price in the currency of the respective Tendered Instrument purchased by the Offeror pursuant to the Cash Offer. The Contingent Additional Purchase Price will equal the difference between (i) the Actual HETA Recovery Amount and (ii) the applicable Purchase Price minus the relevant Guarantee Compensation Amount (as set out in Parts 1 of Annex A and Annex B), in each case, in relation to the Adjusted Specified Denomination of the relevant Tendered Instrument. The Contingent Additional Purchase Price will be subject to (1) a maximum of the Adjusted Specified Denomination in the currency of the respective Tendered Instrument minus (x) the respective Purchase Price and (y) any payments made by either the Republic of Austria, the Province of Carinthia or the Offeror under the respective Rufo Undertaking (converted as necessary into the currency of the respective Tendered Instrument at the Relevant FX Rate as of the relevant date of payment), and (2) a minimum of zero.”

“Contingent Additional Purchase Price for the Exchange Offer

In addition, within four weeks from the date on which the liquidation (Abwicklung) of HETA becomes legally binding (rechtskräftig), the Offeror will pay to each Accepting Holder accepting the Exchange Offer a Contingent Additional Purchase Price in the currency of the respective Tendered Instrument exchanged by the Offeror pursuant to the Exchange Offer. The Contingent Additional Purchase Price will amount to the difference between (i) all amounts recovered by the Offeror from HETA under the relevant Tendered Instrument and (ii) the applicable Exchange Value minus the applicable Guarantee Compensation Amount (as set out in Part 2 of Annex A and Parts 2 and 3 of Annex B), in each case, in relation to the Adjusted Specified Denomination of the relevant Tendered Instrument. The Contingent Additional Purchase Price will be subject to (1) a maximum of the Adjusted Specified Denomination in the currency of the respective Tendered Instrument, minus (x) the applicable Exchange Value and (y) any payments made by either the Republic of Austria, the Province of Carinthia or the Offeror under the respective Rufo Undertaking (converted as necessary into the currency of the

respective Tendered Instrument at the Relevant FX Rate as of relevant date of payment), and (2) a minimum of zero. “

By Final Objection Decree dated 13.09.2019, the Austrian Financial Market Authority most recently set the nominal value (including accrued interest) of HETA's unsubordinated debt instruments at 86.32%. HETA has serviced this percentage in full by distributions to KAF. Therefore, it is clear that the preconditions of a payment by KAF of a CAPP to the eligible CAPP holders have been fulfilled in principle but not in time (see *infra*).

Pursuant to the KAF offer terms of 06.09.2016, the claim to receive the CAPP is **financially capped at the level of distributions made by HETA corresponding to 89.03%** on unsubordinated debt instruments of HETA. **Any additional amounts received by KAF from HETA are no longer part of the CAPP claim and remain with KAF** and are to be used by it in accordance with legal requirements.

4. **The amount of the CAPP based on the Offer Memorandum of 06.09.2016**

By its offers of 06.09.2016, KAF has undertaken to have the amount of any CAPP which is due and payable calculated by an independent calculation agent, who must be an independent internationally recognised accounting firm and is selected by the offeror. To this end, KAF has engaged PwC Transaction Services Wirtschaftsprüfung GmbH, Donau-City-Strasse 7, 1220 Vienna, (“PwC”) to calculate the CAPP and PwC has made the following determinations:

- for **non-subordinated** HETA debt instruments for which the **Cash Offer** was accepted, the CAPP relating to the Adjusted Specified Denomination of the relevant Tendered Debt Instrument is **22.29%**;
- for **non-subordinated** HETA debt instruments for which the **Exchange Offer** was accepted, the CAPP in relation to the Adjusted Specified Denomination of the relevant Tendered Debt Instrument is **7.29%**.

By Final Objection Decree dated 13.09.2019, the Austrian Financial Market Authority most recently set the nominal value (including accrued interest) of HETA's **subordinated** debt instruments at 0%. Thus, HETA has not made any distributions to KAF on these debt instruments. For **subordinated** debt instruments for which the Cash Offer or the Exchange Offer was accepted, **no CAPP is thus due** and payable due to the lack of any pay-outs by HETA to KAF.

Interested investors who are holders of a CAPP claim may request the calculation by PwC by sending an e-mail to office@kaf.gv.at.

5. Maturity of the CAPP based on the KAF Offer Memorandum dated 06.09.2016

In addition to the substantive conditions in the case of which a CAPP is payable, the KAF offers of 06.09.2016 specify a time of maturity as follows (page 67 of the KAF Offer Memorandum, here providing the text for the Cash Offer by way of example. The statements for the Exchange Offer are identical in temporal respects. In the following quoted passage, the word “Obligor” refers to HETA.):

“On or as soon as possible after the date on which the liquidation of the Obligor becomes legally binding (rechtskräftig), an independent calculation agent, who will be an independent internationally recognised accounting firm selected by the Offeror, will, on behalf of the Offeror, determine the Contingent Additional Purchase Price in the currency of the respective Tendered Instrument for each Tendered Instrument exchanged by the Offeror pursuant to the Exchange Offer. The Offeror will use commercially reasonable efforts to make available to any person entitled to receive the Contingent Additional Purchase Price the calculations used to determine the Contingent Additional Purchase Price.

Without undue delay following its determination the Offeror will announce the Contingent Additional Purchase Price in respect of each Adjusted Specified Denomination for each Tendered Instrument exchanged by the Offeror pursuant to the Exchange Offer by way of an announcement as set out in “-Announcements” below.“

In the Q&A section of the KAF Offer Memorandum of 06.09.2016, the following statement is made regarding the maturity date of the CAPP (page 153 of the KAF Offer Memorandum):

“In addition, within four weeks from the date on which the liquidation of the Obligor becomes legally binding (rechtskräftig), the Offeror will pay to each Accepting Holder in relation to the Adjusted Specified Denomination of each Tendered Instrument purchased by the Offeror pursuant to the Offers as a Contingent Additional Purchase Price in the currency of the respective Tendered Instrument the difference between the

Actual HETA Recovery Amount and the Purchase Price minus the Guarantee Compensation Amount for the relevant Tendered Instrument. The Contingent Additional Purchase Price will be subject to (1) a maximum of the Adjusted Specified Denomination in the currency of the respective Tendered Instrument minus (x) the respective Purchase Price and (y) any payments made by either the Republic of Austria, the Province of Carinthia or the Offeror under the respective Rufo Undertaking (converted as necessary into the currency of the respective Tendered Instrument at the Relevant FX Rate as of relevant date of payment), and (2) a minimum of zero.“

Upon acceptance of the KAF offers of 06.09.2016, the due date for payment of a CAPP by KAF was defined as no earlier than the day of the *res judicata* conclusion of the liquidation under company law (secs. 205 *et seq.* Austrian Stock Companies Act [German acronym: AktG] of HETA. In fact, it is only then that KAF has any obligation to mathematically define the CAPP.

Based on the information published by HETA and the FMA² it is currently assumed that the liquidation of HETA under company law will not be completed until around 2030. Until then, amounts received by KAF from HETA on the HETA debt instruments, which are earmarked by KAF for servicing the claims of the eligible holders to receipt of the CAPP, must, in principle, remain with KAF because the maturity date has not yet occurred.

The KAF Offer Memorandum also contains *inter alia* the following significant explanations in the event of the payment of a CAPP (pages 67-68 of the KAF Offer Memorandum of 06.09.2016):

“Other Conditions Relating to the Contingent Additional Purchase Price Relevant for Both the Cash Offer and the Exchange Offer

Payment of the Contingent Additional Purchase Price, if any (declaration by the Offeror pursuant to § 2a (2) No. 4 FinStaG)

Provided that the Offeror has received valid and complete account information and other relevant data identifying the Accepting Holder ”–

² Information from HETA on the wind-down plan, dated 20.05.2021 and last viewed on 02.05.2022 – see https://www.heta-asset-resolution.com/de/inv-rel/fin-rep-and-pres/2021_05_20_Unternehmenspr%C3%A4sentation_Abbauplan%202021.pdf

Payment information for payment of the Contingent Additional Purchase Price", the Offeror will pay to the Accepting Holder for each Adjusted Specified Denomination of each Tendered Instrument purchased and/or exchanged by the Offeror pursuant to the Offers the applicable Contingent Additional Purchase Price in the currency of the respective Tendered Instrument, if any, after the Liquidation Effective Date and no later than on the last day of the Final Settlement Period.

No equity interest; no certificates

The right to receive the Contingent Additional Purchase Price, if any, will not represent an equity interest in the Obligor and will not entitle any Accepting Holder to any voting rights in respect of the Obligor or rights to any of its assets.

Contingent Additional Purchase Price not secured

Funds received by the Offeror under the Tendered Instruments will not serve as collateral for the repayment of the Contingent Additional Purchase Price. [...]

Payment information for payment of the Contingent Additional Purchase Price

The right of Accepting Holders to receive the Contingent Additional Purchase Price will be contingent on the Offeror receiving valid and complete account information and other relevant data identifying the Accepting Holder and on Accepting Holders providing updates on changes of such information, if any. [...]"

The claim for receipt of the CAPP is a claim to receive an amount certain, which is only due upon termination of the wind-down of HETA under company law. Thus, KAF does not pay interest on the amount until maturity.

6. FMA announces final distribution by HETA and announces HETA's removal from the resolution regime of the FMA

By press release of 21.10.2021, the FMA, in its capacity as the resolution authority of HETA, announced that, at its general meeting on 20.10.2021, HETA passed a resolution for *“final distribution ahead of schedule of € 149.15 million for satisfying the claims of creditors holding eligible non-subordinated liabilities under the Bank Recovery Resolution Act (BaSAG: Bankensanierungs- und Abwicklungsgesetz). [...] By approving this final distribution by the FMA in its capacity as the resolution authority, the financial wind-down of HETA in the form of a portfolio wind-down has been concluded, and the condition for a liquidation under company law has been met. Any proceeds from this liquidation will also be distributed between the creditors of the eligible liabilities.”*

HETA's removal from the resolution regime of the FMA was determined by the FMA by decision dated 29.12.2021 (sec. 84 (12) BaSAG).

With the completion of this final distribution, HETA has distributed the full amount of capital currently eligible for distribution to the entitled creditors (including KAF).

7. Invitation of KAF to receive the current CAPP far in advance of the maturity date

For the reasons stated above, KAF hereby invites the eligible holders to receive the current CAPP already at this point, far in advance of the end of HETA's liquidation under company law. This invitation can only be accepted if an eligible holder submits an application for early payment of the current CAPP to KAF in accordance with the terms and conditions set forth herein, using the attached form, which must be filled out completely, legibly and correctly and submitted in due time. KAF may accept or reject the application without any need to provide reasons. There is no legal entitlement to early receipt of the current CAPP. KAF is authorised but not obliged to submit one or more further invitations to receive the CAPP prior to the maturity date, upon the present conditions or other conditions in the future.

For technical handling of the CAPP requirements under these terms and conditions, KAF uses *inter alia* the Austrian Treasury (OeBFA).

Each applicant is called upon to independently obtain legal and tax advice for the assessment of this invitation, the application and the disbursement, and to pay any taxes, fees and duties due thereon immediately and in full.

8. Receipt of early CAPP linked to submission of a waiver of further CAPP claims

Under current law and the contractual situation, KAF is not required to pay out the CAPP without interest until its maturity date, which is currently expected to be around 2030. This date depends on the speed of the liquidation of HETA under company law and it can neither be influenced nor precisely predicted by KAF. For some investors, it will not be advantageous to have to wait many more years for non-interest-bearing capital from the CAPP. Thus, in connection with this invitation, KAF is prepared to accept applications from investors for early receipt of the CAPP if such applications are accompanied by an irrevocable, final and complete waiver of the right to receive any further payments by KAF under the heading of the CAPP, in return for provision of the CAPP payment far in advance of the maturity date.

CONDITIONS FOR APPLICATION FOR EARLY DISBURSEMENT OF CURRENT CAPP
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1. The application to KAF for early receipt of the current CAPP is only permitted using the attached EXCEL-form, which must be filled out completely, legibly and correctly and sent to KAF by e-mail (bzk@oebfa.at) prior to the deadline.
2. The period of eligibility for submitting offers pursuant to the terms and conditions set forth herein for payment of the current CAPP amount is approximately 7 weeks, beginning on 13.05.2022, 9:00 am, and ending on 30.06.2022, 6.00 pm, Austrian time, in each case.
3. If the party with an entitlement to the CAPP participated in the KAF offers of 2016 and acquired the right to receive the CAPP originally under those offers and has not assigned it since, then the offers to receive the current CAPP should be submitted using the attached form in accordance with the terms and conditions herein prior to the said participation deadline. Where KAF accepts the offers for early payment of the CAPP, the payment will be made by transfer of the CAPP 15 banking days after the expiry of the offer period, i.e. on 21.7.2022 (“Transfer Date”).
4. KAF reserves the right to extend the settlement period in individual cases for purposes of further verification if ambiguities arise from the information provided by participating interested parties. Any extension of the settlement period will then only affect those CAPP claims arising from participation in the 2016 KAF offers in relation to specific HETA debt instruments. *(Notional example: If there are thus ambiguities regarding a CAPP relating to ISIN AT13579002, then the settlement of CAPP calls under ISIN AT246810455 will not be affected and the settlement period for that instrument will not be extended.)*
5. If the party with an entitlement to the CAPP did not originally acquire the right to receive the CAPP by participating in the 2016 KAF offers, but rather subsequently by acquiring it (assignment), then participation is possible using the attached form, but the parties in question should please contact KAF by e-mail at office@kaf.gv.at as soon as possible during the participation period, in order to give notice of and initiate the procedure for verifying entitlement to the CAPP on the basis of the contracts in the assignment chain. For this group of (potential) parties entitled to the CAPP, the settlement with the transfer date does not apply, but rather a potentially longer period,

which will be determined individually based on the checks which are to be carried out. When contacting the KAF by e-mail, please fill in the attached EXCEL form with the requested data. However, please do not initially send us the contract documentation on your acquisition of the CAPP claim, because this may trigger Austrian stamp duty.

6. Acceptance of an offer of a participating eligible party to receive the current CAPP prematurely from KAF is implied by payment of the correct, current CAPP amount to the account named by the participating eligible party.
7. KAF is not obliged to accept offers from participating eligible parties for early receipt of the current CAPP. Where KAF rejects an offer, or if KAF receives insufficient or incorrect information from a participant, no transfer will be made during the settlement period (which may be extended); KAF is not obliged to disclose its reasons for declining to accept the offer.
8. This invitation, the submission of applications by participating eligible parties, the examination and acceptance of applications and also the settlement thereof shall be governed exclusively by Austrian law, but excluding all application of its conflict-of-laws rules.
9. Jurisdiction is vested in the courts of Klagenfurt am Wörthersee, Austria. However, for consumers, this jurisdiction clause does not exclude a potentially different jurisdiction.
10. Payment of the current CAPP shall be made on the Transfer Date exclusively by transfer to such account as the party entitled to the CAPP shall indicate. **NOTE:** Payment of the current CAPP shall be made in the respective currency of the HETA debt instrument tendered in the 2016 KAF Offer Memorandum, i.e. EUR, CHF or YEN, for which reason the account to be indicated for transfers must be suitable for transfers in the respective applicable currency. If the applicant has provided KAF with an incorrect or unsuitable IBAN for EUR payments or an incorrect or unsuitable account number for CHF and YEN payments, the applicant shall bear the resulting (additional) costs, and KAF shall be entitled to offset the resulting costs incurred by it by withholding a portion of the CAPP.
11. For purposes of the current CAPP application, only accounts in EEA countries, Switzerland and the United Kingdom are permitted for successful transfer of the CAPP. Banks subject to transaction restrictions (e.g. sanctions, etc.) will not be accepted.

12. If a party entitled to a CAPP has tendered multiple debt instruments under the 2016 KAF offers, then the current CAPP arising from each individual debt instrument must be claimed separately on a separate form.
13. Details to be provided in the attached EXCEL form:
 - a. Given name, surname or company name
 - b. Date of birth or Commercial Register number
 - c. Address
 - d. E-mail address
 - e. Phone number
 - f. For companies: Contact/Liaison
 - g. Account designation, IBAN in the case of EUR; account number, BIC for YEN, CHF
 - h. Designation of the HETA debt instruments tendered under the 2016 KAF offers or with respect to which tendered HETA debt instruments set out below the claim for the CAPP was acquired by assignment (ISIN, promissory note loans or *Pfandbrief* bank claims)
 - i. Nominal amount of HETA debt instruments tendered under the 2016 KAF offers or in respect of which the CAPP claim was subsequently acquired by assignment
 - j. Amount of the current CAPP pursuant to published calculation
 - k. Statement as to whether the Cash Offer or Exchange Offer was accepted
14. Documents to be submitted:
 - a. Scan of a current identification document of the person signing the application (passport, identity card)
 - b. current extract from the Commercial Register (in the case of legal entities)
 - c. completed EXCEL form
15. By completing, signing and submitting the CAPP application EXCEL-form to KAF by e-mail (bzk@oebfa.at), you confirm the following:
 - a. You have read, understood and accepted KAF's invitation to request premature payment of the current CAPP, including the terms and conditions applicable to this application, and you irrevocably and bindingly agree to all such terms and conditions;
 - b. You represent that the information provided by you in this CAPP application is true and correct, and acknowledge that any failure to provide such

information or any misrepresentation of any of the information requested herein in accordance with these terms and conditions may result in delay or cancellation of settlement;

- c. As of the date of this CAPP request, the information required under sec. 13 of these terms and conditions as set out in the application EXCEL-form is true and correct in all respects and will be true and correct at the time of transfer pursuant to secs. 3 to 5 of these terms and conditions, and you have satisfied and will continue to satisfy all obligations under these terms and conditions applicable to the CAPP request;
 - d. You either originally received the CAPP claim under the 2016 KAF offers, or it was thereafter validly assigned to you, and you have not reassigned, disposed of or otherwise transferred the CAPP claim asserted hereunder (in whole or in part) to any third party such that you are the sole beneficiary of the CAPP claim asserted hereby. You confirm that this statement is and will remain true until receipt of the current CAPP payment;
 - e. Upon receipt of the current CAPP, your claim against KAF for receipt of such sum shall be extinguished by satisfaction of the claim;
 - f. Upon submission of this signed CAPP application and KAF's implied acceptance by way of payment of the current CAPP, you are deemed to irrevocably, finally and completely waive any and all claims you may still have against KAF arising from or in connection with the 2016 KAF offers as well as the claims to the CAPP or any part thereof pursuant to the KAF Offer Memorandum dated 06.09.2016 and these terms and conditions. If HETA makes any further payments to KAF which, as a basic principle, would trigger a further CAPP claim, you will not participate in any further CAPP payments due to the waiver declared hereunder;
 - g. The payment of the CAPP to you is not prohibited by sanctions law;
 - h. KAF is entitled to decline to accept your offer without giving reasons for this.
16. All costs, fees, taxes, duties etc. arising from or in connection with this application, its processing or acceptance shall be borne exclusively by each applicant. Note: This applies in particular to those applicants who obtained their CAPP claims by assignment. The transmission to Austria of assignment agreements in the original or in the form of certified copies or potentially in any other way, as well as any reference thereto, involves the risk that Austrian stamp duty will be triggered, which must be paid to the Austrian Tax Office. It is therefore strongly recommended that applicants obtain relevant professional advice with respect to duties.

APPLICATION FOR EARLY DISBURSEMENT OF CURRENT CAPP

Kärntner Ausgleichszahlungs-Fonds ("KAF")

Application per e-mail to bzk@oebfa.at

The application to KAF for early receipt of the current CAPP is only permitted using this form, which must be filled out completely, legibly and correctly and sent to KAF by e-mail (bzk@oebfa.at) prior to the deadline. The period of eligibility for submitting offers pursuant to the terms and conditions set forth herein for payment of the current CAPP amount is approximately 7 weeks, beginning on 13.05.2022, 9:00 am, and ending on 30.06.2022, 6:00 pm, Austrian time, in each case. The application is only valid if submitted with this form. Failure to complete this form accordingly results in the impossibility of the KAF to accept the application.

CONTACT DETAILS					
Natural person					
Surname:		Given name:		Date of birth:	
Legal person					
Company name:		Commercial Register number:		Contact/Liaison:	
GENERAL INFORMATION					
Phone number:					
E-mail address:					
Address (Street, Nr.):		Address (postal code, city):		Address (country):	
ACCOUNT DATA					
Account designation:		Account currency:		IBAN for EUR-account, otherwise account number:	BIC:
Only accounts in EEA countries, Switzerland and the United Kingdom are permitted for successful transfer of the CAPP. Banks subject to transaction restrictions (e.g. sanctions, etc.) will not be accepted. If the applicant has provided KAF with an incorrect or unsuitable IBAN for EUR payments or an incorrect or unsuitable account number for CHF and YEN payments, the applicant shall bear the resulting (additional) costs, and KAF shall be entitled to offset the resulting costs incurred by it by withholding a portion of the CAPP.					
INFORMATION ON THE HETA DEBT INSTRUMENT TENDERED					
ISIN / SSD / Pfandbriefbank	Currency	Nominal amount	Offer	Offer in %	
			exchange offer	7,29%	
CURRENT CAPP - CALCULATED					
Currency:		Amount:		0,00	
CONFIRMATIONS					
By completing, signing and submitting the CAPP application EXCEL-form to KAF by e-mail (bzk@oebfa.at), you confirm the following:					
- You have read, understood and accepted KAF's invitation to request premature payment of the current CAPP, including the terms and conditions applicable to this application, and you irrevocably and bindingly agree to all such terms and conditions;					
- You represent that the information provided by you in this CAPP application is true and correct, and acknowledge that any failure to provide such information or any misrepresentation of any of the information requested herein in accordance with these terms and conditions may result in delay or cancellation of settlement;					
- As of the date of this CAPP request, the information set out in this application form is true and correct in all respects and will be true and correct at the time of transfer pursuant to secs. 3 to 5 of the terms and conditions, and you have satisfied and will continue to satisfy all obligations under these terms and conditions applicable to the CAPP request;					
- You either originally received the CAPP claim under the 2016 KAF offers, or it was thereafter validly assigned to you, and you have not reassigned, disposed of or otherwise transferred the CAPP claim asserted hereunder (in whole or in part) to any third party such that you are the sole beneficiary of the CAPP claim asserted hereby. You confirm that this statement is and will remain true until receipt of the current CAPP payment;					
- Upon receipt of the current CAPP, your claim against KAF for receipt of such sum shall be extinguished by satisfaction of the claim;					
- Upon submission of this signed CAPP application and KAF's implied acceptance by way of payment of the current CAPP, you are deemed to irrevocably, finally and completely waive any and all claims you may still have against KAF arising from or in connection with the 2016 KAF offers as well as the claims to the CAPP or any part thereof pursuant to the KAF Offer Memorandum dated 06.09.2016 and these terms and conditions. If HETA makes any further payments to KAF which, as a basic principle, would trigger a further CAPP claim, you will not participate in any further CAPP payments due to the waiver declared hereunder;					
- The payment of the CAPP to you is not prohibited by sanctions law;					
- KAF is entitled to decline to accept your offer without giving reasons for this.					
SIGNATURES					
Title:	_____	Name:	_____		
Date:	_____	Signature:	_____		