

**AMENDMENT AGREEMENT
RELATING TO THE**

**PROMISORY NOTE
(SCHULDVERSCHREIBUNG)**

representing a

USD 1,000,000.00

Floating Rate Subordinated Note

due 30 June 2025

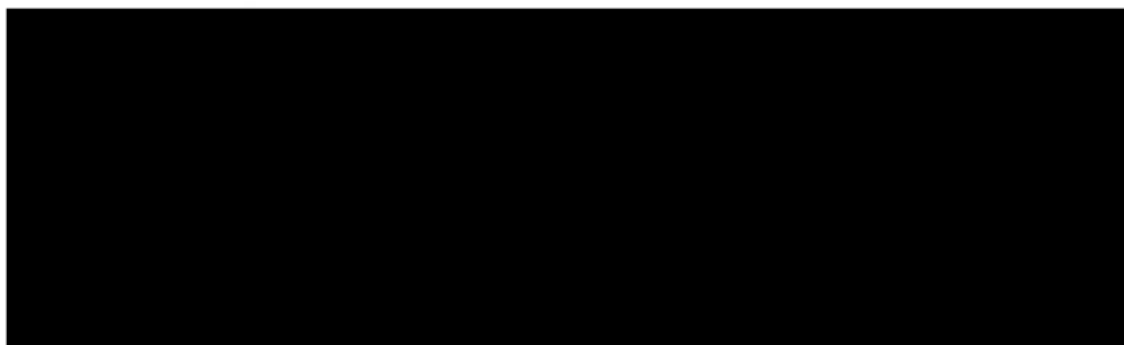
issued by

ProCredit Holding AG & Co. KGaG
Rohmerplatz 33-37,
Frankfurt am Main, Germany

THIS AGREEMENT (the "**Agreement**") is dated 31 March 2023 and made between:

- (1) **PROCREDIT HOLDING AG & CO. KGaA**, a partnership limited by shares (*Kommanditgesellschaft auf Aktien*) incorporated under the laws of Germany, having its registered seat in Frankfurt, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 91858 and having its registered office at Rohmerplatz 33-37, 60486 Frankfurt am Main (the "**Issuer**"); and

(2)



PREAMBLE

- (A) On 30 June 2015, the Issuer has issued a floating rate subordinated note in the principal amount of USD 1,000,000 to [REDACTED] acting for its sub-fund [REDACTED] being holder of the promissory note and thereafter further to a Note Purchase Agreement with effective date 1 March 2018, a copy of which is hereby attached as Schedule 2, [REDACTED] acting for its sub-fund [REDACTED] sold the note to [REDACTED] acting for its sub-fund [REDACTED] (all together the "**Existing Promissory Note**").
- (B) The Holder is currently the sole holder of the Existing Promissory Note.
- (C) The Parties intend by concluding this Agreement to amend the terms and conditions of the Existing Promissory Note in order to, among others, replace the LIBOR reference rate under the Existing Promissory Note with term SOFR and to extend the Maturity Date.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, "**Effective Date**" means 31 March 2023.

1.2 Incorporation of defined terms and construction

Unless a contrary indication appears a capitalised term used in this Agreement has the meaning given to it in the Existing Promissory Note.

2. AMENDMENT OF THE EXISTING PROMISSORY NOTE

- (a) With effect from the Effective Date, the Existing Promissory Note shall be amended so that it shall be read and construed for all purposes as set out in Schedule 1 (*Amended Promissory Note*) (the "**Amended Promissory Note**").
- (b) The Issuer shall as soon as reasonably practicable after the Effective Date deliver to the Holder a duly executed Amended Promissory Note against delivery (*Zug-um-Zug*) of the original of the Existing Promissory Note.

3. CONTINUITY AND PARTIAL INVALIDITY

3.1 Continuity

The provisions of the Existing Promissory Note shall, save as amended by this Agreement, continue in full force and effect. For the avoidance of doubt, the amendments contemplated by this Agreement shall not be read or construed as a novation of any obligation or liability under or in connection with any Existing Promissory Note.

3.2 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

4. APPLICABLE LAW

This Agreement, both as to form and content, as well as the rights and duties of the Holder and the Issuer shall in all respects be determined in accordance with German law.

5. PLACE OF JURISDICTION

Place of jurisdiction for all proceedings arising from matters provided for in this Agreement shall be, as far as permitted by law, Frankfurt am Main. The Holder is entitled to assert its claims also before any other competent court. The Issuer hereby submits to the jurisdiction of the courts which are competent pursuant to this paragraph.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
AMENDED PROMISSORY NOTE

**PROMISSORY NOTE
(SCHULDVERSCHREIBUNG)
AS AMENDED ON _____**

representing a

USD 1,000,000.00

Floating Rate Subordinated Note

due 30 June 2033

issued by

ProCredit Holding AG & Co. KGaA,
Rohmerplatz 33-37,
Frankfurt am Main, Germany

(the "Issuer")

§ 1
(Principal Amount, Form, Definitions)

(1) *Principal Amount.* The note of ProCredit Holding AG & Co. KGaA (the "**Issuer**") is being issued in US-Dollar ("**USD**") in the principal amount of USD 1,000,000.00 (the "**Note**").

(2) *Certain Definitions.* The following applies:

"**Holder**" means

"**Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) or any successor system is operative to effect payments.

"**Relevant Regulator**" means the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) ("**BaFin**") or any other competent authority assuming the relevant supervisory functions performed by BaFin after the date hereof.

"**Capital Regulations**" means, at any time, the regulations, requirements, guidelines and policies relating to capital adequacy adopted by bodies of the European Union or the Federal Republic of Germany or any other competent authority then in effect in the Federal Republic of Germany and applicable to the Issuer.

§ 2
(Status)

(1) *Status.* The Note is intended to qualify as Tier 2 Instrument. Accordingly, the obligations under the Note are direct, unsecured and subordinated obligations of the Issuer and subordinated to all present and future Senior Ranking Obligations of the Issuer ranking *pari passu* among themselves.

(2) *Ranking.* If resolution measures are imposed on the Issuer, or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency against the Issuer, all claims to the payment of interest and repayment of principal as well as all other claims under the Note ("**Payment Claims**") (a) shall rank *pari passu* with obligations of the Issuer under other Tier 2 Instruments, (b) shall rank senior to obligations of the Issuer under Common Equity Tier 1 Instruments and Additional Tier 1 Instruments; and (c) shall rank junior to Senior Ranking Obligations of the Issuer, so that in any such event none of the Payment Claims shall be fulfilled until the Senior Ranking Obligations of the Issuer have been satisfied in full.

(3) *Certain Definitions.* The following applies:

"**Additional Tier 1 Instruments**" means Additional Tier 1 instruments in accordance with Article 52 to 55 CRR.

"**Common Equity Tier 1 Instruments**" means common equity Tier 1 instruments in accordance with Articles 28 to 31 CRR.

"**CRR**" means Regulation (EU) No 575/2013 of the European Parliament and the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012, as amended or replaced from time to time.

"**Eligible Liabilities Instruments**" means eligible liabilities instruments in accordance with Article 72a and 72b CRR.

"**InsO**" means the German Insolvency Statute (*Insolvenzordnung*), as amended from time to time.

"**KWG**" means the German Banking Act (*Gesetz über das Kreditwesen – KWG*), as amended from time to time.

"Senior Ranking Obligations of the Issuer" means: (a) the claims of other creditors of the Issuer that are unsubordinated, including, but not limited to, claims against the Issuer under its non-preferred senior debt instruments pursuant to Section 46f para. 6 sentence 1 KWG, if any; (b) the claims specified in Section 39 (1) nos. 1 to 5 InsO; (c) the claims arising from subordinated obligations within the meaning of Section 39(2) InsO which do not qualify as own funds instruments at the time of resolution measures being imposed on the Issuer or in the event of the dissolution, liquidation, insolvency or composition of the Issuer or of other proceedings for the avoidance of insolvency against the Issuer; (d) the claims arising from Eligible Liabilities Instruments in accordance with Article 72a and 72b CRR to the extent not already covered by clauses (a) to (c) above; and (e) the claims arising from other instruments which pursuant to their terms or mandatory provisions of law (including but not limited pursuant to Section 46f paragraph 7a sentence 3 KWG) rank senior to Tier 2 Instruments, to the extent not already covered by clauses (a) to (d) above.

"Tier 2 Instruments" means Tier 2 instruments in accordance with Articles 63 to 65 CRR.

(4) *Prohibition on Payment.* In case resolution measures are imposed on the Issuer, or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency against the Issuer, the provision on subordination shall establish a prohibition on payments to the effect that payments on the Payment Claims may only be made by the Issuer in accordance with this provision on subordination; this includes payments in connection with a repurchase of the Note by the Issuer. Payments that contravene the prohibition of payments in this subparagraph (4) shall not have a discharging effect. No subsequent agreement may limit the subordination pursuant to the provisions set out in this § 2 or shorten the term of the Note or any applicable notice period. If the Note is redeemed or repurchased by the Issuer otherwise than in the circumstances described in § 4 (1) or as a result of a redemption pursuant to § 4 (2), (3) or (4), then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the Relevant Regulator has approved such redemption or repurchase.

(5) *Regulatory Restrictions.* The Holder may not set off its Payment Claims against any claims of the Issuer. No security of whatever kind is, or shall at any time be, provided by the Issuer or any other person to secure rights of the Holder under the Note, and any security that, notwithstanding the aforementioned, may have been provided in the past or may be provided in the future by the Issuer or any third party shall not secure the Payment Claims.

§ 3 (Interest)

(1) *Interest Periods.* The Note bears interest on its principal amount from **30 June 2015** (the "**Issue Date**") (including) to and excluding the First Interest Payment Date (such period the "**First Interest Period**") and after the First Interest Payment Date from each Interest Payment Date (including) to the next following Interest Payment Date (excluding) (each such period, including the First Interest Period, an "**Interest Period**"). Any Interest Period which would otherwise extend beyond the Maturity Date shall, however, be of a duration that it shall end on the Maturity Date.

(2) *Interest Payment Dates.* Interest for each Interest Period will be payable in arrears on **30 December and 30 June** of each year (each such date, including the First Interest Payment Date, an "**Interest Payment Date**") and on the Maturity Date. The first interest payment will be made on **30 December 2015** (the "**First Interest Payment Date**").

(3) *Rate of Interest.* On and from **30 June 2015** until **30 June 2023** the Note shall bear interest (the "**Interest Amount**") at a rate per annum equal to (a) USD 6-month LIBOR plus 4.5% per annum (the latter being defined as the "**LIBOR Margin**") of the outstanding principal amount and; (b) on and from **30 June 2023** until the Maturity Date, the rate of interest on this Note for the Interest Period shall be the percentage rate per annum which is the aggregate of the applicable: Reference Rate plus 6.3% (hereinafter the "**Margin**") of the outstanding principal amount (each the "**Rate of Interest**").

Notwithstanding (a) and (b) above and for the avoidance of any doubt, the benchmark rate with respect to an Interest Period shall be the one it commenced with and in no case there will be a combination of LIBOR and Reference Rate in one Interest Period.

(4) *Day Count Method.* Interest is calculated on the basis of the actual number of days elapsed divided by 365 or, for any portion of days elapsed falling in an intercalary year, by 366. Each payment of interest due on an Interest Payment Date or the Maturity Date will include interest accrued from and including the last date to which interest has been paid or made available for payment (or from the date hereof, if no interest has been paid or made available for payment hereunder) to but excluding the relevant Interest Payment

Date, Maturity Date or any possible prepayment date, as applicable.

(5) *Interest Amount.* The Issuer will, on the day or as soon as practicable after the day on which the Rate of Interest is to be determined, calculate the Interest Amount payable on the Note for the relevant Interest Period. The Issuer will cause the Rate of Interest and each Interest Amount to be notified to the Holder after their determination without undue delay and in due time so that the Issuer is able to pay the relevant Interest Amount on the relevant due date.

(6) *Changes to the Calculation of Interest on and from 30 June 2023.*

(a) *Unavailability of Term SOFR.*

(i) *Interpolated Term SOFR:* If no Term SOFR is available for Reference Rate for any Interest Period of this Note, the Issuer shall notify the Holder and the applicable Reference Rate shall be the Interpolated Term SOFR for a period equal in length to the relevant Interest Period of this Note.

(ii) *Cost of funds:* If no Term SOFR is available for Reference Rate for:

(A) USD; and

(B) any Interest Period of this Note and it is not possible to calculate the Interpolated Term SOFR,

the Issuer shall notify the Holder and there shall be no Reference Rate for this Note and paragraph (8) (*Cost of funds for Reference Rate*) shall apply to this Note for the relevant Interest Period.

(7) *Market disruption for Reference Rate.* If due to unavailability of Reference Rate before close of business in London on the Quotation Day for the relevant Interest Period, the Holder determines and notifies the Issuer accordingly that the cost to it of funding its participation in this Note from whatever source it may reasonably select would be in excess of the last published Reference Rate then paragraph (8) (*Cost of funds for Reference Rate*) shall apply to this Note for the relevant Interest Period.

(8) *Cost of funds for Reference Rate.*

(a) If this paragraph (8) applies, the rate of interest on this Note for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) credit adjustment spread (if any); and

(iii) the rate determined by the Holder and notified to the Issuer accordingly as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the Holder of funding its participation in this Note from whatever source it may reasonably select.

(b) If this paragraph (8) applies and the Holder or the Issuer so requires, the Holder and the Issuer shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest and the Holder shall be entitled to substitute, accordingly, the basis for determining the coupon rate for the relevant Note.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall be binding on all parties.

(9) *Default Interest.* A default shall occur, irrespective of any reminder, if any amounts payable under the Note are not paid when due. If the Issuer fails to make any payment due under this Note on the due date for its payment, interest on the outstanding amount of the Note shall accrue daily, from the date of non-payment to the date of actual payment (both before and after court judgment), at an additional 2% above the rate specified in § 3 (3) *Rate of Interest* accrued under this paragraph shall be immediately payable by the Issuer on demand by the Holder.

(10) *Definitions.*

"**CME**" means CME Group Benchmark Administration Limited, which is a United Kingdom entity regulated by the Financial Conduct Authority.

"**Interpolated Term SOFR**" means the rate rounded to the same number of decimal places as Term SOFR which results from interpolating on a linear basis between:

either:

(a) the applicable Term SOFR (as of the Quotation Day) for the longest period (for which Term SOFR is

available) which is less than the Interest Period; or

- (b) if no such Term SOFR is available for a period which is less than the Interest Period, SOFR for the day which is two US Government Securities Business Days before the Quotation Day; and

the applicable Term SOFR (as of Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period.

"LIBOR" means, with respect to an Interest Period, the British Bankers' Association Interest Settlement Rate (or any other person which takes over the administration of that rate) for USD for six (6) months, displayed on the appropriate page of the Bloomberg screen (or any replacement Bloomberg page which displays that rate) on the Quotation Day. If the applicable rate is less than zero, it shall be deemed to be zero.

"Quotation Day":

- (a) in relation to LIBOR means two days (other than a Saturday or a Sunday), on which banks are open for general business in London, before the first day of that period; and
- (b) in the context of Reference Rate means, in relation to any period for which an interest rate is to be determined two US Government Securities Business Days before the first day of that period (unless market practice differs in the relevant syndicated loan market, in which case the Quotation Day will be determined by the Issuer acting on the instruction of the Holder in accordance with that market practice) and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days.

"Quoted Tenor" means, in relation to the Screen Rate for LIBOR applicable to this Note, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service.

"Reference Rate" means in relation to this Note:

- (a) the applicable 6 months CME Term SOFR as of the Quotation Day and for a period equal in length to the Interest Period of this Note; or
- (b) as otherwise determined pursuant to paragraph (6)(a) (*Unavailability of Term SOFR*) in accordance with this Note,

and if, in either case, that rate is less than zero, the Term SOFR shall be deemed to be zero.

"Screen Rate" means in relation to LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for USD for the relevant period displayed on the US0006M Index HP page of Bloomberg screen (or any replacement Bloomberg page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Bloomberg. If such pages or service ceases to be available, the Issuer shall promptly notify the Holder and the Holder may specify another page or service displaying the relevant rate.

"SOFR" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate) at <https://www.newyorkfed.org/markets/reference-rates/sofr> or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time.

"Term SOFR" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for a period of 6 months published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate) at <https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html> or any successor source for the rate identified as such by the specific administrator from time to time.

"US Government Securities Business Day" means any day other than:

- (a) a Saturday or a Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

§ 4
(Redemption, Early Redemption)

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Note will be redeemed at par on 30 June 2033 (the "**Maturity Date**").

(2) *Early Redemption due to Capital Disqualification Event.* If at any time after the Issue Date immediately prior to the giving of the notice referred to below, a Capital Disqualification Event has occurred and is continuing, the Issuer will be entitled, upon not less than 30 days' and not more than 60 days' notice (which will be revocable) to be given by notice in accordance with § 9 below, to redeem the Note, in whole but not in part, prior to the relevant redemption date at the Early Redemption Amount. Any such redemption will be subject to the following:

- (a) the Relevant Regulator considers such Capital Disqualification Event to be sufficiently certain, and the Issuer has demonstrated to the satisfaction of the Relevant Regulator that the Capital Disqualification Event was not reasonably foreseeable at the time of the Issue Date, or the Issuer otherwise complies, to the satisfaction of the Relevant Regulator, with the requirements applicable to a redemption due to capital disqualification under the Capital Regulations, and
- (b) the Relevant Regulator has given its prior consent to such redemption.

"**Capital Disqualification Event**" shall be deemed to have occurred if, as a result of any amendment or supplement to, or change in, the Capital Regulations which are in effect as of the Issue Date, the Note ceases to qualify in full as Tier 2 Instrument of the financial holding regulatory group, determined in accordance with applicable Capital Regulation of which the Issuer is part of.

(3) *Early Redemption for Taxation Reasons.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the Issue Date, the Issuer is required to pay Additional Amounts (as defined in § 6) on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Note may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption at the Early Redemption Amount together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given by the Issuer unless it has demonstrated to the satisfaction of the Relevant Regulator that the change in taxation is material and was not reasonably foreseeable at the time of issuing the Note or it otherwise complies, to the satisfaction of the Relevant Regulator, with the requirements applicable to a redemption for tax reasons under the Capital Regulations and if the Relevant Regulator has given its prior consent to such redemption

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

Any such notice shall be given in accordance with § 9. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

"**Early Redemption Amount**" means the nominal amount.

(4) *Issuer Redemption Option.* The Issuer may redeem the Note in whole (but not in part only) per **30 June 2028** and thereafter per every following Interest Payment Date (each the "**Relevant Redemption Date**"), by giving not less than 30 days' notice, at the Early Redemption Amount together with interest accrued to but excluding the Relevant Redemption Date. Any such redemption shall be subject to the condition that the Relevant Regulator has given its prior consent to such redemption. Any such notice of redemption shall be given in writing and shall be addressed to the Holder. It shall be irrevocable and must specify the date fixed for redemption.

§ 5
(Payments)

(1) *Manner of payment.* The Issuer undertakes to pay, as and when due, principal, and interest in USD to

the following bank account of the Holder:



If the bank account of the Holder changes, the Holder shall notify the Issuer of the new bank account in writing (including by e-mail) reasonably in advance to any payment due from the Issuer.

(2) *Payment Business Day*. If the due date for any payment of principal and/or interest is a day other than a Business Day, payment shall be effected only on the next following Business Day. In this case, the Holder shall have no right to claim payment of any interest or other indemnity with respect to such delay.

§ 6 **(Taxes)**

All payments by the Issuer under the Note will be made without deduction or withholding for or on account of any present or future taxes, duties or charges of whatsoever nature imposed by or on behalf of or levied within the Federal Republic of Germany (the "**Relevant Tax Jurisdiction**") or any province, municipality or other political subdivision or taxing authority therein or thereof (together "**Withholding Taxes**"), unless the deduction or withholding of such taxes, duties or charges is required by law. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the net amounts received by the Holder after such deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Note, in the absence of such deduction or withholding, except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of the Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Relevant Tax Jurisdiction and not merely by reason of the fact that payments in respect of the Note is, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Relevant Tax Jurisdiction, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Relevant Tax Jurisdiction or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are deducted or withheld by a paying agent and such deduction or withholding could be avoided if payments could be made by another paying agent without such deduction or withholding, or
- (e) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 9, whichever occurs later; or
- (f) are avoidable or would have been avoidable through fulfilment of statutory requirements or through the submission of a declaration of non-residence or by otherwise enforcing a claim for exemption vis à vis the relevant tax authority; or
- (g) are deducted or withheld because the beneficial owner of the Note is not himself the legal owner (Holder) of the Note and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of Additional Amounts in respect of a payment to the beneficial owner in accordance with the above provisions could have been avoided if the latter had also been the legal owner (Holder) of the Note.

For the avoidance of doubt: The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon as from 1 January 1995 do not constitute a tax on interest payments as described above in respect of which Additional Amounts would be payable by the Issuer.

§ 7
(Events of Default)

- (1) *Events of default.* The Holder shall be entitled to declare the Note due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that insolvency proceedings are instituted against the Issuer by a German court having jurisdiction over the Issuer.
- (2) *Notice.* Any notice, including any notice declaring the Note due, in accordance with subparagraph (1) shall be made by delivery of a written notice to the Issuer.

§ 8
(Statutory Resolution Measures)

(1) Prior to any insolvency or liquidation of the Issuer, under bank resolution laws applicable to the Issuer from time to time, the Relevant Resolution Authority may write down, including to zero, the obligations of the Issuer under the Note or convert them into ordinary shares of the Issuer in accordance with Articles 48, 59 and 63 BRRD, as implemented by Section 65, 89 and 97 et seq. SAG, or apply any other resolution measure, including (but not limited to) any transfer of the obligations to another entity, an amendment of these terms and conditions or a cancellation of the Note. In the case of resolution measures imposed on the Issuer by way of write down or conversion into equity, the Note will, as Tier 2 Instrument, be subject to resolution measures before all other relevant capital instruments and eligible liabilities of the Issuer, except for other Tier 2 Instruments, Additional Tier 1 Instruments and Common Equity Tier 1 Instruments of the Issuer. The Holder shall be bound by the exercise of the power to write down or convert or the taking of any resolution measure in respect of the Note. The Holder shall have no claim or other right against the Issuer arising out of any exercise of the power to write down or convert or the taking of any resolution measure. In particular, the exercise of any power to write down or convert or the taking of any resolution measure shall not constitute an Event of Default of the Issuer under § 7 and shall not entitle the Holder to declare the Note due and demand immediate redemption thereof at par plus accrued interest (if any).

(2) *Definitions.*

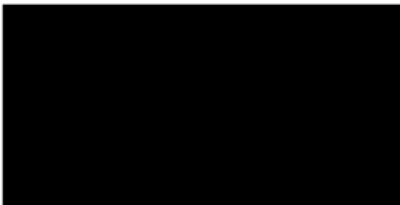
"**BRRD**" means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending certain directives and regulations, as amended from time to time.

"**Relevant Resolution Authority**" means the BaFin or any other resolution authority assuming the relevant resolution functions performed by BaFin after the date hereof.

"**SAG**" means the German Act on the Recovery and Resolution of Credit Institutions and Groups of Credit Institutions (*Gesetz über die Sanierung und Abwicklung von Instituten und Finanzgruppen – SAG*), as amended from time to time.

§ 9
(Notices)

- (1) *Notification of Holder.* The Issuer shall deliver any notice relating to the Note to the following address:



- (2) *Notification of Issuer.* The Holder shall deliver any notice relating to the Note to the following address of the Issuer:

ProCredit Holding AG & Co. KGaA
attn.: Management
Rohmerplatz 33-37
60486 Frankfurt am Main
Germany

Facsimile: +49-69-951437-168

§ 10
(Assignments)

(1) *Assignment.* The Holder shall be entitled to assign in full its rights under this Note to the extent this does not cause any additional costs to the Issuer.

(2) *No Transfer of Rights.* The Issuer shall not be entitled to assign to third parties any rights under this Note.

§ 11
(Final Provisions)

(1) *Applicable Law.* The Note, both as to form and content, as well as the rights and duties of the Holder and the Issuer shall in all respects be determined in accordance with German law.

(2) *Place of Performance.* Place of performance shall be Frankfurt am Main.

(3) *Place of jurisdiction.* Place of jurisdiction for all proceedings arising from matters provided for in these Conditions of Issue shall be, as far as permitted by law, Frankfurt am Main. The Holder is entitled to assert its claims also before any other competent court. The Issuer hereby submits to the jurisdiction of the courts which are competent pursuant to this subparagraph.

Frankfurt am Main,

ProCredit Holding AG & Co. KGaA

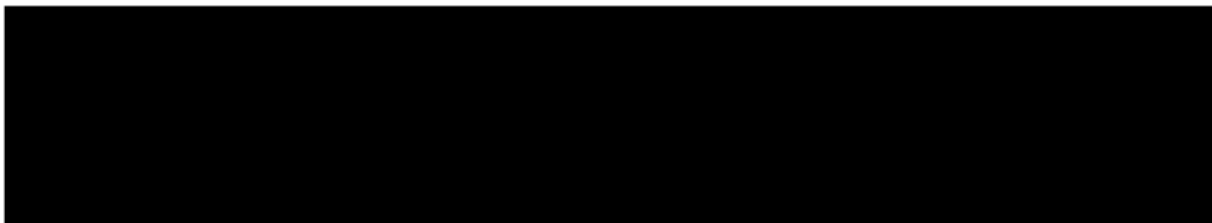
SCHEDULE 2
Note Purchase Agreement

Note Purchase Agreement

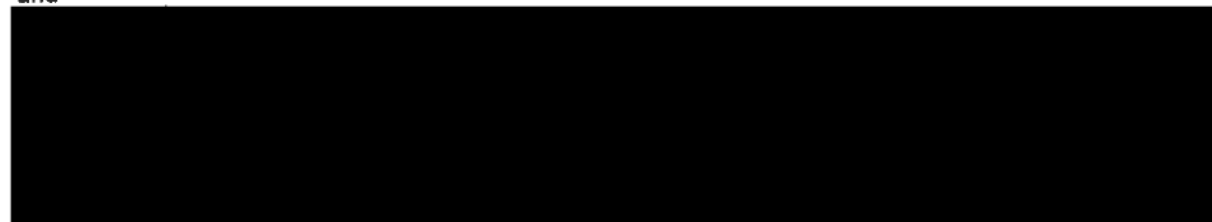
Principal Amount: USD 1,000,000.00

Maturity Date: 30 June 2025

By and between



and



(together, the "Parties")

1. Purchase and Transfer of Promissory Note

1.1. In consideration of the sale of the promissory note dated **30 June 2015** between the Seller and **ProCredit Holding AG & Co. KGaA**, a partnership limited by shares, incorporated under the laws of the Federal Republic of Germany and registered with the commercial register Frankfurt am Main under Number B 91858 on September 14, 2011, with its principal office at Rohmerplatz 33-37, 60486 Frankfurt am Main, Federal Republic of Germany (the "**Issuer**") and Issue Date of **30 June 2015** and Due Date of **30 June 2025** (the "**Promissory Note**") from the Seller to the Buyer on the effective date of this Note Purchase Agreement (the "**Agreement**"), the Buyer undertakes to pay to the Seller the following amounts:

- **one million United States Dollars (USD 1,000,000.00)** representing the Principal Amount of the Promissory Note; and
- **ten thousand eighty point two nine United States Dollars (USD 10,080.29)** representing the interest and fees accrued, or calculated to accrue, and due the Seller under the Promissory Note as of the effective date of the Agreement.

1.2. For the avoidance of doubt, the total amount due the Seller for the purchase of the Promissory Note under Section 1.1 of the Agreement shall be **one million ten thousand eighty point two nine United States Dollars (USD 1,010,080.29)**.

1.3. The Seller assigns all its rights and obligations under the Promissory Note to the Buyer in accordance with Section 9 (Assignments) of the Promissory Note including, without limitation, the right to further assignments of the Promissory Note in accordance with Section 9 of the Promissory Note.

1.4. The Seller, or its agent, shall deliver to the Buyer, or its agent, the original of the Promissory Note and the Buyer, or its agent, shall thereupon endorse the note by affixing an endorsement certificate containing the Buyer's signature and date in the form of Appendix A hereto (the "**Endorsement Certificate**") to the original of the Promissory Note in accordance with Section 9 of the Promissory Note. The parties agree to execute the Endorsement Certificate concurrently with the Agreement.

2. Payment Instructions

2.1 Payments due by the Issuer to the Buyer under the Promissory Note (as amended from time to time by way of agreement between the Buyer and the Issuer, as the case may be) shall be made to the following bank account (the "**Deposit Account**") of the Buyer:



Should the Seller incorrectly receive payment under the Promissory Note after the effective date of this Agreement, the Seller shall remit such payment to the Buyer as soon as reasonably practicable, less any interest and/or fees due and owing the Seller as described under Section 2 of this Agreement.

2.2 Payments due by the Buyer to the Seller hereunder shall be made to the following bank account of the Seller:



3. General Notice

Any notice hereunder sent to the Buyer shall be in writing and either hand delivered, with receipt therefore, or sent by Federal Express, DHL or similar courier, with receipt therefore, or by certified or registered mail, postage prepaid, return receipt request, or by facsimile to the Buyer:



Any notice hereunder sent to the Seller shall be in writing and either hand delivered, with receipt therefore, or sent by Federal Express/DHL or similar courier, with receipt therefore, to the Seller:



Any notice sent to the Issuer shall be accomplished in accordance with the instructions provided in the Promissory Note or as otherwise communicated by the Issuer.

Any notice shall be effective only when received.

4. Notice to the Issuer

Upon the effective date of this Agreement, or as soon as reasonably practicable thereafter, the Seller shall inform the Issuer of the assignment of the Promissory Note, the Deposit Account details of the Buyer, and the contact information of the Buyer.

Upon the request of the Issuer, the Seller shall deliver to the Issuer reasonably sufficient evidence of this assignment of the Promissory Note to the Buyer.

5. No representation

The Seller does not make any representation or warranty as to, nor will it have any responsibility to the Buyer with respect to, the merits of the investment, the financial condition of the Issuer, the validity or enforceability of the Promissory Note (or any related finance documents) or the performance by the Issuer of its obligations contained in the Promissory Note (or any related finance documents).

The Buyer confirms that (i) it is not entering into this Agreement in reliance on any statement, representation or warranty by the Seller, (ii) it has itself made, independently and without reliance on the Seller, and based on such information as the Buyer deemed appropriate, its own

credit analysis of the Issuer and its own legal and tax analysis of the documentation regarding the Promissory Note, and enters into this Agreement in reliance upon such analysis, (iii) it will continue to rely upon its own credit analysis and decisions in taking or not taking any action under this Agreement and will not rely on the Seller to appraise or keep under review on its behalf the financial condition, creditworthiness, affairs, status or nature of the Issuer, and (iv) it has the knowledge and experience to be capable and is capable of evaluating the merits and risks of entering into this Agreement and being a buyer hereunder, and that it is able to bear the economic risk related with this Agreement and the Promissory Note.

6. Governing Law and Arbitration

This Agreement shall be governed by, and construed in accordance with the laws governing the Promissory Note, without giving effect to any conflicts of law provisions.

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination hereof or thereof, shall be submitted to the exclusive jurisdiction of the courts and/or arbitral panel identified in the Promissory Note.

7. Scope and Effect of Partial Invalidity

Unless otherwise provided for in this Agreement, the Promissory Note shall remain in full force and effect.

Should any of the provisions of this Agreement be rendered invalid, in whole or in part, by any change in applicable laws or regulations, or be declared invalid by order, decree, or judgment of a court or governmental agency of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid provisions had not been inserted in this Agreement or as if the new law or regulations were incorporated therein.

The invalidity of this Agreement or any part thereof will not affect the validity of the Promissory Note or the payment obligations of the Issuer thereunder.

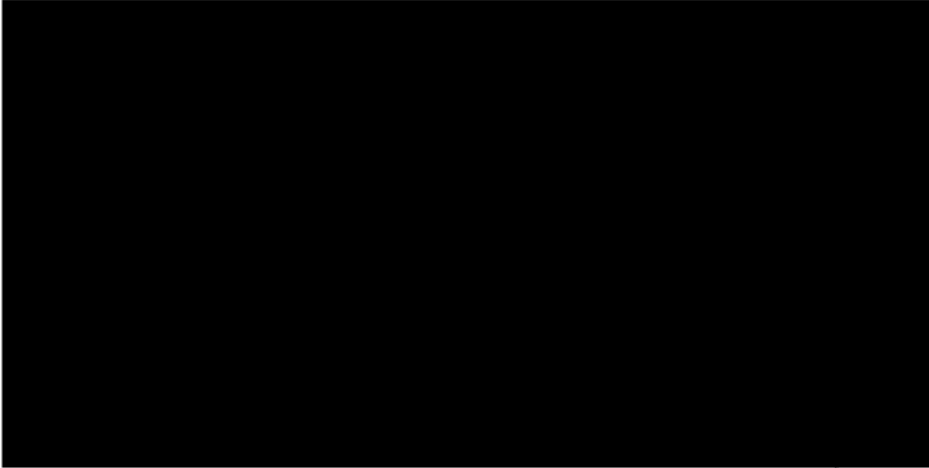
8. Good Faith Efforts

The Parties will in good faith undertake to perform their obligations in this Agreement, to satisfy all conditions and to cause the transactions contemplated in this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement and thereafter, each party will do such things as may be reasonably requested by the other party to this Agreement in order more effectively to consummate or to document the transactions contemplated by this Agreement. The Parties will cooperate with each other and their respective counsel, accountants or designees in connection with any steps required to be taken as part of their respective rights and obligations under this Agreement.

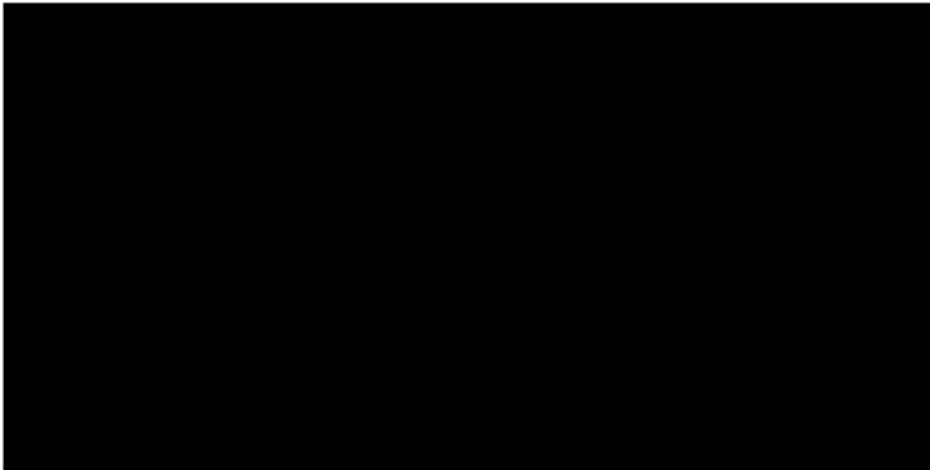
9. Effective Date

This Agreement and the assignment of the Promissory Note shall become effective as of **1 March 2018**.

Agreed by the Seller:




Agreed by the Buyer:



Appendix A – Form of Endorsement Certificate

Endorsement Certificate



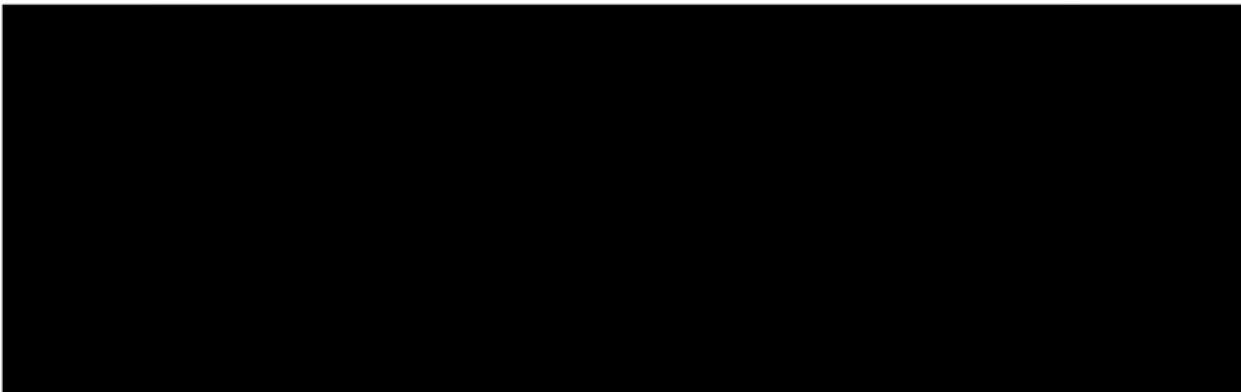
This endorsement is intended to be permanently affixed to the original promissory note dated **30 June 2015** issued by **ProCredit Holding AG & Co. KGaA** to [REDACTED] acting for its sub-fund [REDACTED] for the principal amount of **one million United States Dollars (USD 1,000,000.00)**, with due date of **30 June 2025**.

This endorsement is dated **1 March 2018**.

For the seller/assignor



For the buyer/assignee



SIGNATURES

The Issuer

PROCREDIT HOLDING AG & Co. KGAA
(acting through ProCredit General Partner AG)

Name:
Position:



Christian Dagrosa
Manager

Name:
Position:



Martin Godemann
Authorised Representative

The Holder

