#### KommuneKredit

# Issue of CHF 100,000,000 2.875 per cent. Notes 2006-2031 (Tranche 6) (to be consolidated and form a single Series with the CHF 415,000,000 2.875 per cent. Notes due 13 October 2031)

## under the EUR10,000,000,000 Euro Medium Term Note Programme

This document constitutes the Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 10 July 2006. These Final Terms must be read in conjunction with the Information Memorandum dated 30 June 2009, save in respect of the Conditions which are extracted from the Information Memorandum dated 10 July 2006, and the Swiss Prospectus dated 10 March 2010. Copies of such documents are available for viewing at and may be obtained at Credit Suisse AG, Uetlibergstrasse 231, 8070 Zurich, Switzerland..

1.	Issuer:		KommuneKredit
2.	(i)	Series Number:	I201004458
	(ii)	Tranche Number:	6
3.	Specified Currency or Currencies:		Swiss Francs (CHF)
4.	Aggregate Nominal Amount:		
	(i)	Series:	CHF 515,000,000
	(ii)	Tranche:	CHF 100,000,000
5.	(i)	Issue Price:	107.380 per cent. of the Aggregate Nominal Amount plus accrued interest for 149 days
	(ii)	Net proceeds:	CHF 107,219,930.56 (including accrued interest of CHF 1,189,930.56)
6.	Specified Denominations:		CHF 5,000 and multiples thereof
7.	Issue Date:		12 March 2010
8.	Maturity Date:		13 October 2031
9.	Interest Basis:		2.875 per cent. Fixed Rate (further particulars specified below)
10.	Redemption/Payment Basis:		Redemption at par

11. Change of Interest or Redemption/ Not Applicable

Payment Basis:

12. Put/Call Options: Not Applicable

13. Status of Notes: Senior

14. Listing: SIX Swiss Exchange Ltd

15. Method of distribution: Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

Fixed Rate Note Provisions: 16. **Applicable** 

(i) Rate of Interest: 2.875 per cent. per annum payable annually in arrear

(ii) Interest Payment Date(s): 13 October in each year up to and including the

Maturity Date

**Business Day Convention:** (iii) **Following** 

**Additional Business** (iv) Zurich and London Centre(s):

(v) **Fixed Coupon Amount:** CHF 143.75 CHF 5.000 in Nominal per

Amount

(vi) Broken Amount(s): Not Applicable

(vii) Day Count Fraction: 30/360

(viii) Determination Date: Not Applicable

Other terms relating to the Not Applicable method of calculating interest for Fixed Rate Notes:

17. Floating Rate Note Provisions: Not Applicable

18. Zero Coupon Note Provisions: Not Applicable

19. Index-Linked Interest Note Not Applicable **Provisions:** 

20.

**Dual Currency Note Provisions:** 

21. **Equity-Linked Interest Note** Not Applicable

**Provisions:** 

Not Applicable

22. Commodity-Linked Interest Note Provisions:

Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

23. Issuer Call:

Not Applicable

24. Investor Put:

Not Applicable

25. Final Redemption Amount:

Par

26. Equity-Linked Redemption Note Provisions:

Not Applicable

27. Commodity-Linked Redemption Note Provisions:

Not Applicable

28. Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):

As per Conditions

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Form of Notes:

**Bearer Notes:** 

The Notes will be in bearer form and will be represented by a Permanent Global Note (the Permanent Global *Note*) in the form scheduled supplemental to the agency agreement (the Supplemental Agency Agreement) between the Issuer, Deutsche Bank AG Zurich Branch in ist capacity as the Swiss principal paying agent (the Swiss Principal Paying Agent) and others.

The Permanent Global Note shall be deposited with SIX SIS AG, the Swiss Securities Services Corporation in Olten, Switzerland (SIS, which expression shall include any other clearing institution recognised by the SIX Swiss Exchange). The Permanent Global Note will document the right to receive principal and interest thereon and all other rights and obligations in connection therewith.

So long as the Notes are represented by the Permanent Global Note, each person

(determined on the basis of statements of account provided by SIS) shall be the beneficial owner of an interest in the Permanent Global Note to the extent of the amount (determined on the basis of statements of account provided by SIS) of their investment therein.

In accordance with the regulations of the SIX Swiss Exchange, owners of beneficial interests in the Permanent Global Note do not have the right to request the printing and delivery of Notes in definitive form (the *Definitive Notes*).

The Permanent Global Note will be exchanged for Definitive Notes in whole but not in part only at the option of the Swiss Principal Paying Agent.

The Issuer irrevocably agrees and undertakes to the Swiss Principal Paying Agent to arrange for the printing and delivery to it of the Definitive Notes with Coupons attached in the name of the Issuer should the Swiss Principal Paying Agent deem such printing to be necessary or useful, after consultation with the Issuer, or if the presentation of Definitive Notes and Coupons is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of holders of Notes, or if the Swiss Principal Paying Agent at any time at its discretion determines to have Definitive Notes and Coupons issued. Should the Definitive Notes and Coupons be printed, the Swiss Principal Paying Agent will then exchange the Permanent Global Note against delivery of the Definitive Notes and Coupons and thereupon cancel and return the Permanent Global Note to the Issuer.

30. New Global Note:

No

31. Additional Financial Centre(s) or other special provisions relating to Payment Dates:

Zurich and London

- 32. Talons for future Coupons or No Receipts to be attached to Definitive Notes (and dates on which such Talons mature):
- 33. Details relating to Partly Paid
  Notes: amount of each payment
  comprising the Issue Price and date
  on which each payment is to be
  made and consequences (if any) of
  failure to pay including any right of
  the Issuer to forfeit the Notes and
  interest due on late payment:

Not Applicable

34. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:

Not Applicable

35. Redenomination, renominalisation and reconventioning provisions:

Not Applicable

36. Consolidation provisions:

Not Applicable

37. Other terms or special conditions:

Applicable

1. The following paragraph shall be added to Condition 12:

"In respect of any Notes denominated in Swiss Francs, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland in relation to such Notes".

In addition, all references in the Terms and Conditions of the Notes to the "Agent" and to the "Paying Agents" shall, so far as the content permits, be construed as references to the "Swiss Principal Paying Agent" and the "Swiss Paying Agents", respectively.

2. In Condition 11 the following shall be added to the end of the first paragraph: "All notices regarding the Notes, inclusive the listing notices, will be made in electronic form to the online information system of the SWX Swiss

Exchange for publication via the website designated by the SWX Swiss Exchange for these purposes. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.".

3. The following provisions shall be inserted immediately following Condition 4(k) as Conditions 4(l) and (m):

# "(1) Transfer Restrictions

Payments on the Notes will be made irrespective of any present or future transfer restrictions and regardless of any bilateral or multilateral payment or clearing agreement which may be applicable at any time to such payment.

## (m) Discharge of the Issuer

The receipt by Deutsche Bank AG Zurich Branch, as Swiss Principal Paying Agent, of the due and punctual payment of the funds in Swiss Francs in Zurich shall release the Issuer from its obligation under the Notes and Coupons for the payment of principal and interest due on the respective payment dates to the extent of such payments.

Payments of principal and interest in respect of the Notes shall be made in freely disposable Swiss Francs without collection costs and whatever the circumstances may be, irrespective of the nationality, domicile or residence of the holder of the Notes and without requiring any certification, affidavit or the fulfilment of any other formality."

4. In Condition 14 the following shall be added to the end of the second paragraph:" The Issuer agrees to the additional jurisdiction of the Courts of the Canton of Zurich 1, the place of jurisdiction being Zurich, with the right

to appeal to the Swiss Federal Court of Justice in Lausanne where the law permits. The Issuer elects legal and special domicile at Deutsche Bank Aktiengesellschaft, Frankfurt am Main, Zurich Branch, Uraniastrasse 9, P.O. Box 7370, CH-8023 Zurich and agrees that, for the purpose of any proceedings brought in Switzerland, holders of all or some of any Notes shall have the option be collectively represented accordance with all applicable laws and customary practice in Switzerland). The holders of all Notes (whether or not collectively represented) shall have equal status irrespective of their domicile."

#### DISTRIBUTION

38. (i) If syndicated, names of Managers:

Not Applicable

(ii) Stabilising Manager (if any):

Not Applicable

39. If non-syndicated, name of Dealer:

Credit Suisse AG Paradeplatz 8 CH-8001 Zurich Switzerland

40. Additional selling restrictions:

Not Applicable

#### **OPERATIONAL INFORMATION**

41. ISIN Code:

CH0110521066 (before Issue Date) CH0026985520 (after Issue Date)

42. Common Code:

049071400 (before Issue Date) 026803292 (after Issue Date)

43. Any clearing system(s) other than Euroclear and Clearstream,
Luxembourg and the relevant identification number(s):

SIX SIS AG, Olten, Switzerland Swiss Security Number: 11052106 (before Issue Date) 2698552 (after Issue Date)

44. Delivery:

Delivery against payment

45. Additional Paying Agent(s) (if any):

Deutsche Bank AG Zurich Branch The Royal Bank of Scotland Plc, Edinburgh, Zurich Branch (formerly ABN AMRO Bank 46. Intended to be held in a manner which would allow Eurosystem eligibility:

No

# LISTING APPLICATION

These Final Terms comprise the details required to list the issue of Notes described herein pursuant to the listing of the EUR10,000,000,000 Euro Medium Term Note Programme of KommuneKredit.

# RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Final Terms.

Signed on behalf of the Issuer:

By: Duly authorised Eske Hansen Senior Vice President

Helene Møllmann Chief Legal Counsel