

**PRICING SUPPLEMENT**

**Bank Austria Aktiengesellschaft**

**€ 12,000,000,000 Euro Medium Term Note Programme  
for the issue of Notes**

**due from one month to 30 years from the date of issue**

**Series No.: 128**

**EUR 30,000,000 Subordinated Floating Rate Notes due 2031**

**Issue Price: 99.80 per cent.**

**The date of this Pricing Supplement is 24<sup>th</sup> January 2001**

Pricing Supplement dated 24<sup>th</sup> January, 2001

**Bank Austria Aktiengesellschaft**

Issue of EUR 30,000,000 Subordinated Floating Rate Notes due 2031

under the € 12,000,000,000

**Euro Medium Term Note Programme**

This document constitutes the Pricing Supplement 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 9<sup>th</sup> June, 2000 and in the Supplemental Information Memorandums dated 4<sup>th</sup> August, and 13<sup>th</sup> December, 2000. This Pricing Supplement must be read in conjunction with these Information Memorandums.

- |     |                                   |   |
|-----|-----------------------------------|---|
| 1.  | Issuer:                           | Bank Austria Aktiengesellschaft   |
| 2.  | Series Number:                    | 128   |
| 3.  | Specified Currency or Currencies: | EUR   |
| 4.  | Aggregate Nominal Amount:         |   |
|     | Series                            | EUR 30,000,000  |
| 5.  | (i) Issue Price:                  | 99.80 per cent. of the Aggregate Nominal Amount   |
|     | (ii) Net proceeds:                | EUR 29,940,000  |
| 6.  | Specified Denominations:          | EUR 100,000   |
| 7.  | Issue Date:                       | 25 <sup>th</sup> January, 2001  |
| 8.  | Maturity Date:                    | January, 2031   |
| 9.  | Interest Basis:                   | 6 month EURIBOR + 0.3925 per cent. Floating Rate<br>(further particulars specified below) |
| 10. | Redemption/Payment Basis:         | Redemption at par   |

11. Change of Interest or Redemption/Payment Basis: Not Applicable
12. Put/Call Options: Not Applicable
13. Status of Notes: Subordinated. The Notes and Coupons are direct, unconditional and unsecured obligations of the Issuer and rank pari passu without any preference among themselves and at least equally with all other present and future subordinated obligations of the Issuer. In the event of the liquidation or bankruptcy (*Abwicklung oder Konkurs*) of the Issuer, payments in respect of principal of, and interest and any additional amounts payable on, the Notes will be subordinated to the prior payment in full of the deposit liabilities of the Issuer and all other liabilities of the Issuer, except those liabilities which by their terms rank equally with or are subordinated to the Notes.
- The Issuer shall not be entitled to withhold any payment in respect of the principal of, and interest and any additional amounts payable on, any of the Notes and Coupons on the grounds of set-off against any amount owed to it by the holder nor shall any Noteholder or Couponholder be entitled to exercise or claim any right of set-off in respect of any amount owed by it to the Issuer against any amount in respect of the principal of, and interest and any additional amounts payable on, the Notes owed to it by the Issuer.
14. Listing: Luxembourg
15. Method of distribution: Non-syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- |       |  |   |
|-------|--|---|
| 16.   | <b>Fixed Rate Note Provisions</b>  | Not Applicable  |
| 17.   | <b>Floating Rate Note Provisions</b>   | Applicable  |
| (i)   | Specified<br>Period(s)/Specified<br>Interest Payment Dates:  | Interest Payment Dates:<br>22 <sup>nd</sup> January and 22 <sup>nd</sup> July in each<br>year, commencing 22 <sup>nd</sup> July, 2001<br>(first short coupon) up to and<br>including the Maturity Date.   |
| (ii)  | Business Day Convention:   | Modified Following Business Day<br>Convention   |
| (iii) | Additional Business<br>Centre(s):  | Not Applicable  |
| (iv)  | Manner in which the Rate<br>of Interest is to be<br>determined:  | Screen Rate Determination   |
| (v)   | Party responsible for<br>calculating the Rate(s) of<br>Interest and Interest<br>Amount(s) (if not the<br>Agent): | the Agent   |
| (vi)  | Screen Rate<br>Determination:  |   |
|       | - Reference Rate:  | 6-month-EURIBOR   |
|       | - Interest Determination<br>Date(s):   | Second day on which the TARGET<br>System is open prior to the start of<br>each Interest Period  |
|       | - Relevant Screen Page:  | The display designated as<br>"EURIBOR" on Reuters (or such<br>other page or service as may be<br>equivalent to it or replace it for the<br>purpose of displaying interbank<br>offered rates of major banks for<br>deposits in euro in the Euro-zone |
| (vii) | ISDA Determination:  | Not Applicable  |

- Floating Rate Option: Not Applicable
- Designated Maturity: Not Applicable
- Reset Date: Not Applicable
- (viii) Margin(s): + 0.3925 per cent. per annum
- (ix) Minimum Rate of Interest: Not Applicable
- (x) Maximum Rate of Interest: Not Applicable
- (xi) Day Count Fraction: Actual/360
- (xii) Fall back provisions,  
rounding provisions,  
denominator and any  
other terms relating to the  
method of calculating  
interest on Floating Rate  
Notes, if different from  
those set out in the  
Conditions: As set out in the Conditions
- 18. **Zero Coupon Note Provision** Not Applicable
- 19. **Index-Linked Interest Note Provisions** Not Applicable
- 20. **Dual Currency Note Provisions** Not Applicable

#### **PROVISIONS RELATING TO REDEMPTION**

- 21. **Issuer Call** Not Applicable
- 22. **Investor Put** Not Applicable
- 23. **Final Redemption Amount** Par
- 24. **Issuer's Optional Redemption (for Tax Reasons)** Condition 4(b) shall not apply to the Notes.  
The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any interest payment date on giving at least 5 years notice in accordance with Condition 11, at the principal amount thereof, together

with interest accrued to the date fixed for redemption, if (i) the Issuer on the occasion of the next payment in respect of the Notes has or will become obliged to pay additional amounts as provided or referred to in Condition 6 as a result of any change in, or amendment in, the laws or regulations of the Republic of Austria or any subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that (x) no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were to be then due and (y) the notice period shall be 90 days only (instead of five years) if the Issuer shall, prior to the redemption of the Notes pursuant to this paragraph, have raised capital at least in the redemption amount (or the Austrian currency equivalent thereof from time to time issued, as the case may be, in the Austrian currency or its equivalent value in any other freely convertible currency and of at least equal own funds quality) as defined in Section 23 (8) of the Austrian Banking Act (*Bankwesengesetz*).

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Agent (i) a certificate signed by two members of the Board of Management of the Issuer stating that the Issuer is entitled to effect such

redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

## **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- |  |  |
|--|--|
| 25. Form of Notes:   | <p>Bearer Notes:</p> <p>Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.</p> |
| 26. Additional Financial Centre(s) or other special provisions relating to Payment Dates:  | Not Applicable   |
| 27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):  | Not Applicable   |
| 28. 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   |
| 29. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:   | Not Applicable   |
| 30. Redenomination, renominatisation and   | Not Applicable   |

reconventioning provisions:

- |     |                                    |                |
|-----|------------------------------------|----------------|
| 31. | Consolidation provisions:          | Not Applicable |
| 32. | Other terms or special conditions: | Not Applicable |

## DISTRIBUTION

- |     |                                       |                                     |
|-----|---------------------------------------|-------------------------------------|
| 33. | (i) If syndicated, names of Managers: | Not Applicable                      |
|     | (ii) Stabilising Manager:             | Not Applicable                      |
| 34. | If non-syndicated, name of Dealer:    | Bayerische Hypo- und Vereinsbank AG |
| 35. | Additional selling restrictions:      | Not Applicable                      |

## OPERATIONAL INFORMATION

- |     |   |                                 |
|-----|---|---------------------------------|
| 36. | ISIN Code:  | XS012 331 363 6                 |
| 37. | Common Code   | 123 313 63                      |
| 38. | Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant identification number(s): | German Securities Code: 608 753 |
| 39. | Delivery:   | Delivery against payment        |
| 40. | Additional Paying Agent(s) (if any):  | Not Applicable                  |
| 41. | If Paris listed, insert:  | Not Applicable                  |
|     | (i) the number of Notes to be issued in each specified denomination:  | Not Applicable                  |
|     | (ii) Sicovam number:  | Not Applicable                  |
|     | (iii) Paying Agent in France:   | Not Applicable                  |
|     | (iv) (a) address in Paris where relevant documents will be available for  | Not Applicable                  |



inspection:

(b) list of documents available for inspection: Not Applicable

(v) specialist market participant: Not Applicable

(vi) brief summary in French of the main characteristics of the Notes: Not Applicable

(vii) responsibility statement: Not Applicable

42. Enforcement of Rights in the Event of Default:

The rights of the Noteholders under the provisions of Condition 7 are amended so that if an Event of Default shall occur and be continuing any Noteholder may, at his option, by any notice to the Issuer through the Agent, take only the following steps:

- (i) In an event as contemplated in subparagraph (ii) of Condition 7, institute judicial proceedings against the Issuer as it may think fit to enforce the performance or observance by the Issuer of any covenant, condition or provision contained in the Notes or the Agency Agreement; or
- (ii) In any event contemplated in sub-paragraph (i), (iii), (iv) or (v) of Condition 7 inform the Federal Minister of Finance of the happening of such event and request that he applies to the competent court in Vienna for the commencement of bankruptcy proceedings against the issuer subject to the statutory requirement that such court declares that the Issuer has become insolvent, and only if such declaration is made

shall the Notes become due and repayable as hereinafter described; or

- (iii) If bankruptcy proceedings are commenced in such court against the Issuer (on the application of any person other than a Noteholder acting solely in such capacity), file and application in such court demanding repayment of all principal amounts due under the Notes together with accrued interest and any additional amounts.

If the competent Austrian court declares the Issuer insolvent, all claims due to the Noteholders and/ or to the Couponholders by the Issuer of principal and/ or interest and any additional amounts shall be considered due and payable according to paragraph 14 of the "*Konkursordnung*" (Bankruptcy Act) in Austrian currency on the date such insolvency is published by judicial notice, converted at the rate of exchange applicable on the day preceding such date for the purchase with Austrian currency in Vienna of the amounts due.

If bankruptcy proceedings are commenced against the Issuer, the Notes will cease to bear interest from the date on which notice of such insolvency is published and all unmatured Coupons will thereupon become void and no payment shall be made in respect of thereof.

The Noteholders and/ or Couponholders will be represented in any judicial action or bankruptcy

proceedings instituted in Austria against the Issuer by an attorney (*Curator*) appointed by and responsible to the Commercial Court of Vienna under the statute of 27<sup>th</sup> April, 1847, Imperial Legislation Gazette n. 49. Such Curator will be obliged to take any action and make any declarations required to the effect that the Noteholders and Couponholders will in the event of liquidation or bankruptcy (*Abwicklung oder Konkurs*) only receive payments after the claims of depositors and all other unsubordinated creditors of the Issuer shall have been satisfied.

43. Governing Law:

Condition 14 (a) shall apply to the Notes and the Coupons save that the subordination and waiver of rights of set-off provisions set out under item 13 above are governed by, and shall be construed in accordance with, Austrian law.

## LISTING APPLICATION

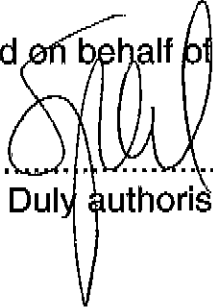
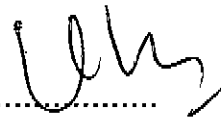
This Pricing Supplement, dated 24<sup>th</sup> January, 2001, comprises the details required to list the issue of Notes described herein pursuant to the listing of the € 12,000,000,000 Euro Medium Term Note Programme of Bank Austria Aktiengesellschaft.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By:

   
.....  
Duly authorised