

November 16, 2001

**Pricing Supplement**

GBP up to 2,950,000,000 6.0 per cent. Notes due December 7, 2028

Tranche 1

issued pursuant to the

**KfW Note Programme**

**dated September 27, 2001**

of

**Kreditanstalt für Wiederaufbau**

**Issue Price:** Issued in exchange for the same principal amount of the existing KfW International Finance Inc. GBP 2,950,000,000 6.0 per cent. Notes due December 7, 2028 plus accrued interest

**Issue Date:** November 16, 2001

This Pricing Supplement is issued to give details of an issue of Notes under the KfW Note Programme of Kreditanstalt für Wiederaufbau (the "**Programme**") dated September 27, 2001, and is to be read in conjunction with the Terms and Conditions of the Notes (the "**Terms and Conditions**") set forth in the Information Memorandum pertaining to the Programme, as the same may be amended or supplemented from time to time. Capitalized Terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions.

All references in this Pricing Supplement to numbered sections and subparagraphs are to sections and subparagraphs of the Terms and Conditions.

All provisions in the Terms and Conditions corresponding to items in this Pricing Supplement which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "**Conditions**").

The Integrated Conditions applicable to the Notes are attached hereto. The Integrated Conditions shall take precedence over any conflicting term set forth in this Pricing Supplement.

**Issuer****Kreditanstalt für Wiederaufbau****Form of Conditions** Integrated**Language of Conditions** English only**CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)****Currency and Denomination**

Specified Currency	Pounds Sterling ("GBP")
Aggregate Principal Amount	GBP [2,950,000,000]
Specified Denomination	GBP 1,000
Number of Notes to be issued in the Specified Denomination	[2,950,000]

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Permanent Global Note

**Certain Definitions**

Clearing System

 Clearstream Banking, société anonyme, Luxembourg ("CBL") Euroclear Bank S.A./N.V. (Euroclear Operator)**INTEREST (§ 3)** Fixed Rate Notes**Rate of Interest and Interest Payment Dates**

Rate of Interest	6.0 % per annum
Interest Commencement Date	December 7, 2000
Fixed Interest Date(s)	December 7 in each year
First Interest Payment Date	December 7, 2001

**Day Count Fraction** 30E/360 (Eurobond Basis)

**REDEMPTION (§ 4)****Final Redemption**

Maturity Date December 7, 2028

Final Redemption Amount

Principal amount

**Early Redemption**

Early Redemption at the Option of the Issuer No

Early Redemption at the Option of a Holder No

**PAYMENTS (§ 5)****Payment Business Day**

Relevant Financial Centre(s) (specify all) London, New York

**AGENT(S) (§ 6)****Fiscal Agent**

Deutsche Bank AG, Frankfurt am Main

**Paying Agent(s)**

Deutsche Bank Luxembourg S.A.

**NOTICES (§ 10)****Place and medium of publication**

Luxembourg (Luxemburger Wort)

**GENERAL PROVISIONS APPLICABLE TO THE NOTE(S)**

Listing(s) Yes

Luxembourg

**Method of distribution**

Non-underwritten

Management Details Not applicable

Stabilizing Dealer/Manager None

**Securities Identification Numbers**

Common Code	13803773
ISIN	XS0138037733
German Security Code (WKN)	276444

**Supplemental Tax Disclosure (specify)** None

**Selling Restrictions**

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**Additional selling restrictions (specify)** None

**Governing Law** German Law

**Other relevant Terms and Conditions (specify)** None

**Listing**

The above Pricing Supplement comprises the details required to list this issue of Notes (as from November [16], 2001) pursuant to the listing of the KfW Note Programme of Kreditanstalt für Wiederaufbau.

**Responsibility**

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

**Kreditanstalt für Wiederaufbau**

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## TERMS AND CONDITIONS OF THE NOTES

This Tranche of Notes is issued pursuant to the Fiscal Agency Rules promulgated by Kreditanstalt für Wiederaufbau dated September 27, 2001 as amended, supplemented or restated from time to time (the "Fiscal Agency Rules"). Copies of the Fiscal Agency Rules may be obtained free of charge from the head office of the Issuer in Frankfurt am Main or the principle office of Deutsche Bank Luxembourg S.A. in Luxembourg.

### § 1

#### CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Tranche of Notes (the "Notes") of Kreditanstalt für Wiederaufbau (the "Issuer") is being issued in Pounds Sterling ("GBP" or the "Specified Currency") in the aggregate principal amount of GBP [2,950,000,000] (in words: [two billion nine hundred and fifty million] Pounds Sterling) in the denomination of GBP 1,000 (the "Specified Denomination").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Permanent Global Note.* The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed manually by two authorized signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(4) *Clearing System.* Each Permanent Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "Clearing System" means each of the following: Clearstream Banking, société anonyme, Luxembourg ("CBL") and Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear").

(5) *Holder of Notes.* "Holder" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

### § 2

#### STATUS

The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated obligations of the Issuer.

### § 3

#### INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of 6.0 per cent. per annum from (and including) December 7, 2000 to (but excluding) the Maturity Date (as defined in § 4(1)). Interest shall be payable in arrears on December 7 in each year (each such date, an Interest Payment Date). The first payment of interest shall be made on December 7, 2001.

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding principal amount of the Notes beyond the due date until the actual redemption of the Notes.

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (the Calculation Period) the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).

**§ 4  
REDEMPTION**

Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on December 7, 2028 (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be its principal amount.

**§ 5  
PAYMENTS**

(1)(a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the specified office of the Fiscal Agent outside the United States.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

(3) *United States.* For purposes subparagraph (1) of this § 5, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Payment Business Day" means any day (other as a Saturday or Sunday) on which (i) the Fiscal Agent or the relevant Paying Agent settle payments in the relevant place of presentation (if applicable), (ii) the Clearing System as well as (iii) commercial banks and foreign exchange markets settle payments in London and New York.

(6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes.

(7) *Deposit of Principal and Interest.* The Issuer may deposit with the Amtsgericht in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

**§ 6  
AGENTS**

(1) *Appointment; Specified Offices.* The initial Fiscal Agent and Paying Agent and their respective initial specified offices are:

Fiscal Agent: Deutsche Bank AG  
Große Gallusstraße 10-14  
D-60272 Frankfurt am Main

Paying Agent: Deutsche Bank Luxembourg S.A.  
2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

The Fiscal Agent and the Paying Agent reserve the right at any time to change their respective specified offices to some other specified offices in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent and to appoint another Fiscal Agent or additional or other Paying Agents. The Issuer shall at all times maintain (i) a Fiscal Agent and (ii) so long as the Notes are listed on the Luxembourg Stock Exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 10.

(3) *Agents of the Issuer.* The Fiscal Agent and the Paying Agent act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

## § 7 TAXATION

All payments by the issuer in respect of the notes shall be made with deduction of taxes or other duties, if such deduction is required by law.

## § 8 PRESENTATION PERIOD

The presentation period provided in § 801 subparagraph 1, sentence 1 BGB (German Civil Code) is reduced to ten years for the Notes.

## § 9 FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

(3) *Cancellation.* All Notes redeemed in full or surrendered for cancellation pursuant to subparagraph (2) shall be cancelled forthwith and may not be reissued or resold.

## § 10 NOTICES

(1) *Publication.* All notices concerning the Notes shall be published in a leading daily newspaper having general circulation in Luxembourg. This newspaper is expected to be the *Luxemburger Wort*. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication).

(2) *Notification to Clearing System.* The Issuer may, in lieu of publication in the newspapers set forth in subparagraph (1), deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, provided that, so long as any Notes are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice shall be deemed to have been given to the Holders on the fifth day after the day on which the said notice was given to the Clearing System.

## § 11 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

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

(3) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Notes.

(4) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

**§ 12  
LANGUAGE**

These Terms and Conditions are written in the English language only.