

Final Terms dated 13 June 2008

Bayerische Hypo- und Vereinsbank AG
Issue of Warrants linked to Commodities

under the
Euro 50,000,000,000
Debt Issuance Programme of
Bayerische Hypo- und Vereinsbank AG

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (Warrants) (the "Conditions") set forth in the Prospectus dated 11 March 2008 and the Supplemental Prospectuses dated 26 March 2008 and 28 May 2008 which together constitute a prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the Final Terms relating to the issue of Warrants described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus as so supplemented.

Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms, the Prospectus and the Supplemental Prospectuses dated 26 March 2008 and 28 May 2008. The Prospectus and the Supplemental Prospectuses are available for viewing at the Issuer's address at MCD1, Arabellastraße 12, D-89125 Munich or in electronic form at www.bourse.unicreditmib.fr and copies may be obtained from MCD1, Arabellastraße 12, D-89125 Munich.

The Terms and Conditions of the Warrants (including the details that would otherwise be specified below) have been attached to this document as Annex A.

PART A - GENERAL INFORMATION

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|-----|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Form of Terms and Conditions: | Consolidated |
| 2. | Issuer: | Bayerische Hypo- und Vereinsbank AG |
| 3. | (i) Series Number: | As specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| | (ii) Tranche Number: | As specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| 4. | Type of Instrument: | Warrants |
| 5. | Specified Currency: | Euro ("EUR") |
| 6. | Number of securities admitted to trading: | The number of securities admitted to trading with respect to each Series of Warrants as specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| 7. | Ratio | The Ratio with respect to each Series of Warrants as specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| 8. | Issue Price: | The Issue Price with respect to each Series of Warrants as specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| 9. | Issue Date: | 20 June 2008 |
| 10. | Maturity Date: | The Maturity Date with respect to each Series of Warrants as specified in Appendix 1 to the Conditions of the Warrants (see Annex A hereto). |
| 11. | Form of Instruments: | Global Warrant |

Terms regarding the Reference Assets

- | | | |
|-----|----------------------------------|----------------|
| 12. | Basket as Reference Asset | Not Applicable |
|-----|----------------------------------|----------------|

Commodities as Reference Asset:

Description of
commodity/commodities:

Reference Market/Screen Page/Other
relevant information source:

Applicable

Commodities as described in Appendix 2 to the
Conditions of the Warrants (see Annex A hereto).

Reference Market and Screen Page as specified in
Appendix 1 to the Conditions of the Warrants (see
Annex A hereto).

Tax provisions

36. Taxation

All payments by the Issuer to the Warrant Holder in
respect of the Warrants can be made free of any
withholding or deduction for or on account of any taxes
in France.

Distribution

45. Method of distribution:

Not Applicable

Each Series of Warrants shall be available for trading
on Euronext Paris S.A.

51. Notification:

Applicable

The Bundesanstalt für Finanzdienstleistungsaufsicht
(*BaFin*) has been requested to provide the Autorité des
Marchés Financiers (*AMF*) with a certificate of
approval attesting that the Prospectus has been drawn
up in accordance with the Prospectus Directive.

52. Additional selling restrictions:

Each of the Managers and the Issuer has represented
and agreed, and each further Manager appointed under
the Programme will be required to represent and agree,
that:

(a) in addition to the fact that it had to comply with
any rule or requirement due to an offer of
securities to the public (appel public à l'épargne) in
France, it has only made and will only make such
an offer of securities to the public (appel public à
l'épargne) in France in the period beginning (i)
when a prospectus in relation to those securities
has been approved by the Autorité des Marchés
Financiers (*AMF*), on the date of such publication
or, (ii) when a prospectus has been approved in
another Member State of the European Economic
Area which has implemented the EU Prospectus
Directive 2003/71/EC, on the date of notification
of such approval to the *AMF*, all in accordance
with articles L.412-1 and L.621-8 of the French
Code Monétaire et Financier and the Règlement
Général of the *AMF*, and ending at the latest on
the date which is 12 months after the date of such
publication; or

(b) it has only made and will only make an offer of
securities to the public in France (appel public à
l'épargne) and/or it has only required and will only
require the admission to trading on Eurolist of
Euronext Paris S.A. in circumstances which do not
require the publication by the offeror of a
prospectus pursuant to articles L.411-2 and L.412-
1 of the French Code Monétaire et Financier; and

- (c) otherwise, it has not offered or sold and will not offer or sell, directly or indirectly, securities to the public in the France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus or any other offering material relating to the securities, and that such offers, sales and distributions have been and shall only be made in France to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (investisseurs qualifiés) all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French Code Monétaire et Financier.

PART B - OTHER INFORMATION

53. Listing
- | | | |
|------|----------------------|--------------------------------------------------------------------------------------------------------|
| (i) | Listing | Application has been made for listing of each Series of Warrants on Euronext Paris S.A. |
| (ii) | Admission to trading | Application has been made for each Series of Warrants to be admitted to trading on Euronext Paris S.A. |
- Bayerische Hypo- und Vereinsbank AG, Milan Branch, Via Tommaso Grossi 10, 20121 Milan (Italy), (the "Market Maker") has undertaken to provide liquidity through bid and offer quotes in accordance with the market making rules of Euronext Paris S.A. where the Warrants of each Series are expected to be listed. The obligations of the Market Maker are suspended at the Market Maker's request (a) if the Commodity is not tradable or is not available; (b) if the cumulative long or short position of the Market Maker becomes in excess of the maximum position, but, in this case, the obligations of the Market Maker shall not be suspended for more than one month; (c) if the Market Maker offers the Warrants for a price less or equal to the spreads as specified in the regulations of Euronext Paris S.A.; (d) during the liquidation period of the term contracts on the Commodity as specified by the Relevant Exchange; (e) if the trading systems of the Market Maker fails, unless this is attributable to gross negligence or intention on the part of the Market Maker.
- | | | |
|-------|------------------------------------------------------------|-------------------------------------|
| (iii) | Estimate of total expenses related to admission to trading | EUR 700 per each Series of Warrants |
|-------|------------------------------------------------------------|-------------------------------------|
54. Ratings
- The Instruments to be issued are not expected to be rated.
55. Interests of natural and legal persons involved in the issue
- Save as discussed in "General Information – Interests of Natural and Legal Persons involved in the Issue/Offer" in the Prospectus, so far as the Issuer is aware, no person involved in the offer of Warrants has an interest material to the offer.

56.	Reasons for the offer/Estimated net proceeds/ Estimated total expenses:	Not Applicable
57.	Yield	Not Applicable
58.	Performance of, and other information concerning the Reference Asset:	Not Applicable
59.	Specific Risk Factors relating to the calculation method for the Reference Asset-linked Redemption Amount or the applicable Reference Asset:	None
60.	Details relating to the performance of the Reference Asset and the explanation of the effect on the value of the Instruments	Please see Appendix 2 of the Conditions of the Warrants (see Annex A hereto).
61.	Restriction on the free transferability of the Instruments	None
62.	<i>Operational Information</i>	
	(i) ISIN:	The ISIN with respect to each Series of Warrants as specified in Appendix 1 to the Conditions (see Annex A hereto).
	(ii) Common Code:	The Common Code with respect to each Series of Warrants as specified in Appendix 1 to the Conditions (see Annex A hereto).
	(iii) WKN:	Not Applicable
	(iv) Other relevant security codes:	The Mnemonic Code with respect to each Series of Warrants as specified in Appendix 1 to the Conditions (see Annex A hereto).
	(v) New Global Note intended to be held in a manner which would allow Eurosystem eligibility:	Not Applicable
	(vi) Clearing Systems:	Euroclear France S.A.
	(vii) Delivery:	Delivery free of payment
	(viii) Dealer's security account number:	Euroclear France account 4044
63.	<i>Details relating to public offer</i>	Not Applicable

RESPONSIBILITY

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

The information in Annex A Appendix 2 (Information about the Commodities) has been extracted from information that is publicly available on the NYMEX Exchange website at www.nymex.com and on Reuters with respect to the WTI Light Sweet Crude Oil Future Commodity. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, no facts have been omitted which would render the reproduced inaccurate or misleading.

Bayerische Hypo- und Vereinsbank AG

Annex A
Terms and Conditions of the Warrants

§ 1

(Series, Form of Warrants, Issuance of Additional Warrants)

- (1) This series (the "Series") of Warrants linked to Commodities (the "Warrants") of Bayerische Hypo- und Vereinsbank AG (the "Issuer") will be issued on 20 June 2008 (the "Issue Date") in the form of call options (with respect to Warrants for which "Call" is specified in the column "Call/Put" in the table of Appendix 1) or put options (with respect to Warrants for which "Put" is specified in the column "Call/Put" in the table of Appendix 1) pursuant to these terms and conditions (the "Terms and Conditions").

In accordance with the Terms and Conditions, the Issuer shall pay for each Warrant to the holder of such Warrant (each a "Warrant Holder") the Differential Amount (§ 3).

- (2) The Warrants issued by the Issuer are evidenced by a permanent global bearer warrant, deposited with Euroclear France S.A. (the "Clearing System"). Warrants are transferable as co-ownership interests in the Global Warrant in accordance with the rules and regulations of the Clearing System. The right to request definitive warrants shall be excluded.
- (3) The Issuer reserves the right to issue additional Warrants on the same terms at any time, without approval of the Warrant Holders, in such manner as to consolidate them with these Warrants forming a single fungible series together with the latter. In that event, the term "Warrants" also includes such additionally issued warrants.

§ 2

(Definitions)

- (1) Within these Terms and Conditions the following terms shall have the following meanings:

"Reference Asset" means each of the commodities described in the table of Appendix 1.

"Ratio" means the Ratio specified in the table of Appendix 1.

"Reference Price" means the official price of the Reference Asset as published on the Reference Market at the time as specified in the table of Appendix 1.

"Base Price" means the Base Price specified in the table of Appendix 1.

"Exchange Rate" means the European Central Bank settlement spot rates for fixing of the exchange rate of US Dollars ("USD") against EUR at 14:15 CET on the Valuation Date, as published on the Reuters page ECB37, to be used for conversion of any amount into the Specified Currency for the purposes of determining the Differential Amount.

"Banking Day" means any day (other than a Saturday or Sunday) on which the Clearing System as well as the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET) are open for business and commercial banks and foreign exchange markets settle payments in Milan and Paris.

"Calculation Date" means any day on which the Reference Asset is calculated by the Reference Market and is published on the Screen Page (as specified in Appendix 1).

"Valuation Date" means the Exercise Date or, if the Exercise Date is no Calculation Date, the following Calculation Date.

"Reference Market" means the Reference Market specified in the table of Appendix 1.

§ 3

(Exercise Right, Differential Amount)

- (1) The Warrant Holder shall be entitled to payment of the Differential Amount by the Issuer according to these Terms and Conditions (the "Exercise Right").
- (2) The "Differential Amount" shall equal
 - (a) in case of call warrants the difference expressed in Euro (the "Specified Currency") of the Reference Price on the Valuation Date exceeding the Base Price multiplied with the respective Ratio and divided by the applicable Exchange Rate; or
 - (b) in case of put warrants the difference expressed in the Specified Currency of the Reference Price on the Valuation Date falling below the Base Price multiplied with the respective Ratio and divided by the applicable Exchange Rate.

§ 4

(Maturity, Option Period, Exercise)

- (1) "Maturity Date" means the date specified in the table of Appendix 1. The Exercise Right can be exercised by the Warrant Holder on the Maturity Date (the "Exercise Date") (*European Style Warrants*). Unless already duly exercised by the Warrant Holder, the Warrants are considered to be exercised on the Exercise Date, if the Differential Amount on the Valuation Date is positive. On termination of the Option Period, the Exercise Right expires.
- (2) At least 1,000 Warrants of one series (the "Unit") or a multiple thereof are required to make effective use of the Exercise Right. Otherwise, such number of Warrants shall be rounded down to the preceding multiple of 1,000 and the Exercise Notice shall not be valid in respect of the Warrants exceeding such rounded number of Warrants. Exercise of less than 1,000 Warrants is not valid and does not cause effect.
- (3) The Exercise Right is exercised by the Warrant Holder by delivering a duly completed exercise notice (the "Exercise Notice"), using the form attached to these Terms and Conditions, by facsimile to the number set out prior to 10:00 a.m. (Milan local time).
- (4) The Warrants specified in the Exercise Notice are only considered as validly exercised, if, prior to 5:00 p.m. (Milan local time) on this Exercise Date, the Warrants specified in the Exercise Notice are transferred to the Issuer's account with the French Paying Agent, which is set out in the respective form of Exercise Notice (Appendix 3). For this purpose, the Warrant Holder is obliged to instruct its depositary bank, which is responsible for forwarding the specified Warrants.

In the event that a Warrant Holder does not perform its obligations and so deliver an Exercise Notice not duly completed or not in accordance with the above provisions, the Exercise Notice shall not be valid. As far as the Exercise Notice is corrected supplementary to the Issuer's content, the Exercise Notice will be classified as new Exercise Notice, which is considered as received by the Issuer at the point in time, on which the corrected Exercise Notice is delivered to the Issuer.

Subject to the above provisions, the delivery of the Exercise Notice shall be an irrevocable declaration of intent of the respective Warrant Holder to exercise the respective Warrants.

When calculating the Differential Amount, no fees, commissions or other costs charged by the Issuer or a third party authorised by the Issuer, will be taken into account.

The Issuer shall not apply any charge for the exercise of the Warrants. Other taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties which may arise in connection with the automatic Exercise of the Warrants are in charge of the Warrant Holder.

The Issuer will, in its sole and absolute discretion, determine whether the above conditions are satisfied and its determination will be final, conclusive and binding on the Warrant Holders.

§ 5
(Termination of the Exercise Rights)

In the event that during the tenor of the Warrants, the Issuer is prevented from performing its obligations in relation to the Warrants due to laws, regulations, regulatory measures or any other reason, the Issuer is entitled to declare all Exercise Rights which are valid at that point in time, in whole but not in part, terminated by giving notice pursuant to § 13, even if the exercise of individual Exercise Rights is already effective, but the Differential Amount has not yet been credited to the respective Warrant Holder/s. There will be no further compensation than the reimbursement of the amount expended for the purchase of the Warrants.

§ 6
(Adjustments, Issuer's Irregular Call Rights)

- (1) The basis for calculating the Differential Amount shall be the commodity specified as the Reference Asset considering the method of price determination and the trading conditions applicable on the Reference Market (e.g. in terms of the composition, the quality, the quantity, the currency of trading or the expiry dates).
- (2) If, in the reasonable discretion of the Calculation Agent, the method of price determination or the trading conditions applicable to the Reference Asset on the Reference Market are changed in a way that the new relevant method of price determination or the trading conditions applicable on the Reference Market applicable to the Reference Asset is, as a result of a change, no longer comparable to the previous relevant method or condition, the Calculation Agent is entitled to adjust the method to determine the Differential Amount to account for such change. The Calculation Agent will use reasonable endeavours as to ensure that the economic position of the Warrant Holders remains unchanged to the largest extent possible. Any adjustment will be made by the Calculation Agent taking into account the time to maturity of the Warrants (if applicable) and the latest available price for the Reference Asset. The method to determine the Differential Amount may also be adjusted in case trading in the Reference Asset is cancelled on the Reference Market. The adjusted method to determine the Differential Amount and the time of its initial application shall be published in accordance with § 13.
- (3) If trading in the Reference Asset is at any time cancelled on the Reference Market but is resumed on another market which the Calculation Agent deems suitable in its reasonable discretion (the "Replacement Reference Market"), the Calculation Agent is entitled to stipulate that such Replacement Reference Market should in the future be used as the basis for the calculation of the Differential Amount. In such case, the Calculation Agent is also entitled to adjust the method or formula to calculate the Differential Amount to account for any difference in the method of price determination or the trading conditions applicable to the Reference Asset on the Replacement Reference Market, as compared to the methods and conditions applicable on the Reference Market. The Replacement Reference Market and the time that it is first applied shall be published in accordance with § 13. Commencing with the first application of the Replacement Reference Market, any reference to the Reference Market in these Terms and Conditions, depending on the context, refers to the Replacement Reference Market.
- (4) Should the Calculation Agent come to the conclusion that no reasonable adjustment is possible to account for the change in the method of price determination or the trading conditions applicable to the Reference Asset on the Reference Market or should, in the determination of the Calculation Agent, no Replacement Reference Market be available, the Issuer is entitled to terminate the Warrants early by giving notice pursuant to § 13. Such termination shall become effective at the time of the announcement pursuant to § 13 or, as the case may be, at the time indicated in the announcement. In that case, the Calculation Agent shall within ten Banking Days after the

termination determine and publish the reasonable market value of the Warrants (the "Cancellation Amount"). The Cancellation Amount will be paid within ten Banking Days after determination to the Clearing System with the instruction for immediate forwarding to the Warrant Holders.

§ 7

(Market Disruptions)

- (1) If a Market Disruption occurs on a Valuation Date with respect to the Reference Asset, the Valuation Date will be postponed to the next following Calculation Date on which the Market Disruption no longer exists. If applicable, any payment date relating to such Valuation Date shall be postponed accordingly.
- (2) Should the Market Disruption continue for more than four consecutive Calculation Dates the Issuer, in its sole and absolute discretion shall determine, or cause the Calculation Agent to determine, the Reference Price. The Reference Price required for the determination of the Differential Amount shall be determined in accordance with prevailing market conditions on this fifth day, taking into account the economic position of the Warrant Holders.
- (3) "Market Disruption" means:
 - (a) the suspension or the restriction of trading or the price determination relating to the Reference Asset on the Reference Market, or
 - (b) the significant change in the method of price determination or in the trading conditions relating to the Reference Assets on the Reference Market (e.g. in terms of the composition, the quantity or the currency relating to the Reference Asset the respective Basket Component).

Any restriction of the trading hours or the number of calculation days on the Relevant Reference Market shall not constitute a Market Disruption provided that the restriction is due to a previously announced change in the rules of the Relevant Reference Market.

§ 8

(Payments)

- (1) The Issuer undertakes to pay the Differential Amount and all amounts owed under these Terms and Conditions in the Specified Currency within five Banking Days following the Valuation Date. All amounts payable shall be rounded up or down to the nearest 0.01 Euro, with 0.005 Euro being rounded upwards.
- (2) If the due date for any payment under the Warrants (the "Payment Date") is not a Banking Day then the Warrant Holders shall not be entitled to payment until the next Banking Day. The Warrant Holders are not entitled to interest or any other payment on the basis of such delay.
- (3) All payments shall be made to the Principal Paying Agent (as defined in § 9). The Principal Paying Agent shall pay all amounts due to the Clearing System for credit to the respective accounts of the depository bank for transfer to the Warrant Holders. The payment to the Clearing System shall discharge the Issuer from its payment obligations under the Warrants in the amount of such payment.

§ 9

(Principal Paying Agent, Calculation Agent, Paying Agent)

- (1) The Principal Paying Agent is Bayerische Hypo- und Vereinsbank AG, Milan Branch (the "Principal Paying Agent"). The French Paying Agent for Euroclear France S.A. is Citibank International Plc, 19 Le Parvis, 92073 Paris La Défense, France (the "French Paying Agent"). The Principal Paying Agent, by giving notice pursuant to § 13, may appoint other or additional banks as paying agents (each a "Paying Agent") and may revoke the appointment of a particular Paying Agent.

- (2) The Calculation Agent is Bayerische Hypo- und Vereinsbank AG, Milan Branch(the "Calculation Agent").
- (3) Should any circumstances arise that lead to the Principal Paying Agent, the French Paying Agent or the Calculation Agent no longer being able to act as Principal Paying Agent, French Paying Agent or Calculation Agent, the Issuer is thereupon authorized to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as French Paying Agent or Calculation Agent. The Issuer shall promptly give notice pursuant to § 13 of the appointment of another Principal Paying Agent, French Paying Agent and/or Calculation Agent.
- (4) The Principal Paying Agent, the French Paying Agent and the Calculation Agent shall be liable for issuing, not issuing or accepting statements or acting or not acting, only if they have affected the diligence of a scrupulous merchant.
- (5) The calculations and regulations of the Calculation Agent including the calculation of the Differential Amount in accordance with § 4 as well as the regulations and adjustments pursuant to § 6 and § 7 shall (provided no obvious error is present) be final and binding for all parties. The Calculation Agent shall not be responsible for other errors or bona fide omissions that occur during calculation of amounts or determinations of any nature pursuant to these Terms and Conditions of the Warrants.

§ 10
(Taxes)

Payments in respect of the Warrants shall only be made after deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (the "taxes") under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes, to the extent that such deduction or withholding is required by law. The Issuer shall account for the deducted or withheld taxes with the competent government agencies.

§ 11
(Status)

The obligations arising under the Warrants represent direct, unconditional and unsecured liabilities of the Issuer and, to the extent not otherwise provided by law, have at least the same rank as all other unsecured and non-subordinated Issuer liabilities.

§ 12
(Substitution of Issuer)

- (1) Assuming there is no delay in payment of the Warrants, the Issuer may at any time, without approval of the Warrants Holders, put an Affiliated Company in its place as primary obligor on all obligations of the Issuer arising under the Warrants (the "New Issuer"), to the extent that
 - (a) the New Issuer assumes all obligations of the Issuer arising under the Warrants;
 - (b) the Issuer and the New Issuer have obtained all required approvals and are able to transfer the payment obligations arising under these Warrants in the currency hereby required to the primary Paying Agent, without the need for retention of any taxes or charges collected by or in the country in which the New Issuer or the Issuer has its head quarter or in which it is considered a resident for tax purposes;
 - (c) the New Issuer has undertaken to indemnify all Warrant Holders for any taxes, charges or other public charges that are imposed on the Warrant Holders by reason of the substitution;

- (d) the Issuer guarantees proper payment of the amounts coming due under the Terms and Conditions of these Warrants.

For purposes of this § 12 "Affiliated Company" means an Affiliated Company within the meaning of Section 15 of the Stock Corporation Act.

- (2) Such substitution of the Issuer is to be announced in accordance with § 13.
- (3) In the event of such substitution of the Issuer, every reference to the Issuer herein shall be deemed to refer to the New Issuer. Furthermore, every reference to the country, in which the Issuer has its head quarter or in which it is considered a resident for tax purposes shall refer to the country, in which the New Issuer has its head quarter.

§ 13
(Notices)

All notices relating to each Series of Warrants shall be published by the Issuer in accordance with the requirements of Euronext Paris S.A. In addition, all notices shall also be valid if published on the website www.bourse.unicreditmib.fr. The notices will be considered validly published from the date of publication.

§ 14
(Presentation Period)

The Presentation Period as provided in § 801 para. 1 clause 1 of the German Civil Code shall, for the Warrants, be shortened to ten years.

§ 15
(Partial Invalidity)

- (1) Should any provision in the Terms and Conditions of these Warrants be or become invalid or unenforceable in whole or in part, the remaining provision are not affected thereby. Any gap arising as a result of invalidity or unenforceability of the Terms and Conditions of these Warrants is to be filled with a provision that corresponds to the meaning and intent of these terms and conditions and are in the interests of the parties.
- (2) The Issuer is authorised, without consent of the Warrant Holders, (i) to correct obvious typing or arithmetic errors or other obvious mistakes as well as (ii) to change and/or supplement contradictory or incomplete provisions, for which, in cases described in (ii), only such changes and/or additions are allowable as, in light of the Issuer's interests, are reasonable for the Warrant Holders, i.e., which do not fundamentally impair the financial position of the Warrant Holders. Notice of changes and/or additions to the Terms and Conditions of these Warrants shall be given without delay, pursuant to § 13.

§ 16
(Applicable Law, Place of Performance, Forum)

- (1) The form and content of the Warrants, as well as the rights and duties of the Issuer and the Warrant Holders, shall be determined in accordance with the law of the Federal Republic of Germany.
- (2) The place of performance is Munich.
- (3) To the extent permitted by law, all legal disputes arising from or in connection with the matters governed by the terms and conditions of these Warrants shall be brought before the court in Munich.

Appendix 1 to the Terms and Conditions of the Warrants

ISIN Code	Series Number	Tranche Number	Commodity	Reference Market	Fixing time	Screen Page	Number of Warrants	Issue Price in EUR	Maturity Date	Ratio	Call/Put	Issue Price per Unit in EUR	Base Price in USD	Mnemonic Code	Common Code
DE000HV0HJZ8	F1140	1	Future WTI SEPT08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLU8	5,000,000	0.58	14-Aug-08	0.1	Call	580	140	3052T	36928131
DE000HV0HJ08	F1141	1	Future WTI SEPT08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLU8	5,000,000	0.30	14-Aug-08	0.1	Call	300	155	3053T	36928174
DE000HV0HJ16	F1142	1	Future WTI SEPT08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLU8	5,000,000	0.53	14-Aug-08	0.1	Put	530	130	3054T	36928212
DE000HV0HJ24	F1143	1	Future WTI DEC08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLZ8	5,000,000	0.99	20-Nov-08	0.1	Call	990	140	3055T	36928255
DE000HV0HJ32	F1144	1	Future WTI DEC08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLZ8	5,000,000	0.62	20-Nov-08	0.1	Call	620	160	3056T	36928280
DE000HV0HJ40	F1145	1	Future WTI DEC08	NYMEX Exchange	The time scheduled by NYMEX on Valuation Date	Reuters: CLZ8	5,000,000	0.90	20-Nov-08	0.1	Put	900	130	3057T	36928310

Appendix 2 to the Terms and Conditions Information about the Commodities

WTI LIGHT SWEET CRUDE OIL FUTURE

1 General Description of the underlying

The commodity underlying of the Warrants may be the WTI light sweet crude oil future contract (the **WTI Light Sweet Crude Oil Future Commodity September 2008/December 2008**), as specified in Annex I. The WTI Light Sweet Crude Oil Future Commodity is a crude oil futures contract on the West Texas Intermediate crude oil traded on NYMEX – The New York Mercantile Exchange.

Crude oil is the world's most actively traded commodity and the NYMEX Division light sweet crude oil futures contract is the world's most liquid forum for crude oil trading, as well as the world's largest-volume futures contract trading on a physical commodity. Because of its excellent liquidity and price transparency, the light sweet crude oil futures contract is used as a principal international pricing benchmark. The light sweet crude oil futures contract trades in units of 1,000 barrels; its delivery point is Cushing, Oklahoma, which is also accessible to the international spot markets via pipelines. The light sweet crude oil futures contract provides for delivery of several grades of domestic and internationally traded foreign crudes, and serves the diverse needs of the physical market.

2 Historical Commodity Price

2.1 Light Sweet Crude Oil Future Commodity September 2008

Year	High Closing (USD)	Low Closing (USD)
October 2007	86.83	74.75
November 2007	91.53	85.24
December 2007	92.61	85.79
January 2008	95.86	87.2
February 2008	101.02	86.69
March 2008	105.44	97.53
April 2008	116.27	99.06
May 2008	133.83	114.58

The closing price of the WTI Light Sweet Crude Oil Future Commodity September 2008 on 12 June 2008 was USD 137.68.

Source: www.nymex.com and Reuters

2.2 Light Sweet Crude Oil Future Commodity December 2008

Year	High Closing (USD)	Low Closing (USD)
October 2007	85.38	73.9
November 2007	89.84	83.8
December 2007	90.5	85.36
January 2008	94.42	84.62
February 2008	100.36	86.32
March 2008	104.28	96.93
April 2008	114.49	97.81
Mai 2008	134.27	109.04

The closing price of the WTI Light Sweet Crude Oil Future Commodity December 2008 on 12 June 2008 was USD 137.91.

Source: www.nymex.com and Reuters

3 Further Information

The prices, historical trend and volatility of the WTI Light Sweet Crude Oil Future Commodity are available at www.bourse.unicreditmib.fr. The current prices of the WTI Light Sweet Crude Oil Future Commodity are also published daily on Financial Times, Wall Street Journal Europe, Les Echos, La Tribune, on an www.bourse.unicreditmib.fr and may be requested on any Business Day by calling: 00800.90.12.90.12 (call free).

Further information on the WTI Light Sweet Crude Oil Future Commodity may be obtained from the NYMEX Exchange's website at www.nymex.com.

**Appendix 3 to the Terms and Conditions of the Warrants
Form of Exercise Notice**

Exercise Notice

[DECLARATION D'EXERCICE]

A :	HVB – UniCredit Markets & Investment Banking	Agent des Certificats en Euroclear France: Citibank International Plc, Paris
	Télécopie: 01.40.39.23.98	Télécopie: 0033.1.4906.1445

Warrants émis par Bayerische Hypo- und Vereinsbank AG sur.....

Le Porteur des Warrants:

Prénom, Nom :

.....

Le Teneur de Compte du/des Porteurs des Warrants en sa/leur faveur (Mentionner les coordonnées de l'intermédiaire)

Dénomination Sociale:

.....

Code affilié Euroclear France:

.....

Adresse:

.....

Contact (nom, tel) :

.....

par la présente, exerce de façon irrévocable les Warrants aux conditions indiquées dans le Final Terms;

Code ISIN des Warrants à exercer	Nombre de Warrants à exercer

Les Warrants à exercer ont été transférés sur le compte 4044 (NDC51) en Euroclear France

A – Ordre irrévocable de virer le montant Remboursement final sur le compte en Euro suivant :

Titulaire du compte :

.....

Détail du Compte (Renseigner au choix national ou IBAN)

Type de Détail	Code banque	Code Guichet	Numéro de compte	Clef
National			s	
IBAN				

B – Le soussigné a connaissance que les conditions de la déclaration d'exercice ne sont plus valables dès lors que les conditions indiquées dans le Prospectus ne sont plus respectées. Cela vaut également pour les Warrants qui ne sont pas virés en temps utile à l'Agent des Warrants ou qui sont transférés de façon à rendre impossible une corrélation claire à la déclaration d'exercice.

Fait le..... à

Signature du porteur / Signature autorisée et cachet de l'intermédiaire :

.....

Note Importante : Conformément aux textes en vigueur du « United States Securities Act » et aux dispositions du « United States Commodity Futures Trading Commission », le titulaire de Certificats atteste par la présente que, lors de l'achat des Certificats, lors de la signature de la présente déclaration et à la date d'effet de l'exercice d'option, que les Warrants ne sont détenus, ni directement, ni indirectement au bénéfice d'un « ressortissant » (ce terme inclus tous les résidents, sociétés de capitaux, de personnes, autres entités constituées ou organisées selon la législation des Etats-Unis d'Amérique ou sociétés fiduciaires ayant des revenus soumis au régime fiscal américain peu importe sa provenance) de l'un des territoires ou l'une des possessions des Etats-Unis d'Amérique.