COMMERZBANK AKTIENGESELLSCHAFT

Frankfurt am Main

Final Terms

dated 18 May 2010

with respect to the

Base Prospectus

dated 24 September 2009

relating to

Unlimited TURBO Warrants

relating to the

10-Year U.S. Treasury Note Futures Contract

to be publicly offered in the Republic of France

and

to be admitted to trading on a regulated market in the Republic of France

COMMERZBANK

RISK FACTORS

Prospective purchasers of the TURBO Warrants are advised to read the complete Base Prospectus including the chapter on "Risk Factors" and to seek their own advice (including tax consultants and accountholding bank) before reaching an investment decision.

Potential investors intending to purchase the TURBO Warrants should only purchase the TURBO Warrants if they are able to evaluate the merits and risks of such a purchase and if they are able to sustain the loss of the purchase price and of the transaction costs in connection with the purchase of the TURBO Warrants.

<u>RISKS ASSOCIATED WITH THE UNLIMITED TURBO WARRANTS</u>

- **General**

Unlimited TURBO Warrants relating to futures contracts (the **"TURBO Warrants"**) grant to the holder (the "**Warrantholder**") the right (the "**Option Right**") to receive an amount in cash expressed in or converted into Euro, as the case may be, and multiplied with the Ratio by which the reference price of the underlying asset (the futures contracts) **(**the "**Underlying**"**)** exceeds the Strike Price as determined in the Terms and Conditions of the TURBO Warrants on the Valuation Date (in the case of TURBO BULL Warrants) or is exceeded by the Strike Price (in the case of TURBO BEAR Warrants) (the "**Cash Settlement Amount**"). The Underlying Assets will not be delivered.

The Option Right will expire upon the occurrence of a Knock-out Event (see below "Knock-out Event").

The TURBO Warrants do not entitle the Warrantholders to receive a coupon payment or dividend yield and therefore do not constitute a regular source of income. Possible losses in connection with an investment in the TURBO Warrants can therefore not be compensated by other income from the TURBO Warrants.

- ***Loss Risks / Knock-out Event***

As soon as, at any time on or following the Issue Date of the TURBO Warrants, a price of the Underlying reaches or falls below (in the case of TURBO BULL Warrants) or reaches or exceeds (in the case of TURBO BEAR Warrants) the Knock-out Level stipulated in the Terms and Conditions (each, a "**Knock-out Event**"), the TURBO Warrants will expire without requiring any further action of the Warrantholder.

In that case, the TURBO Warrants will expire worthless and **the Warrantholder will incur a loss that corresponds to the full purchase price paid for the TURBO Warrant.**

The Knock-out Level always corresponds to the relevant Strike Price.

- ***Continuous Changes in the Strike Price***

With regard to the Cash Settlement Amount due to the investor, solely the difference between the Reference Price of the Underlying and the Strike Price as applicable on the Valuation Date shall be authoritative. It must be taken into account in this context that the Strike Price of the TURBO Warrants will fluctuate daily, and that, in the case of TURBO BULL Warrants, it will mostly increase and, in the case of TURBO BEAR Warrants, it will mostly decrease. If the price of the Underlying does not equally increase or decrease by a corresponding amount, the value of the TURBO Warrants will decrease on each day of the maturity period.

On each calendar day, the Underlying shall change by an Adjustment Amount, which is calculated on the basis of an Interest Rate Adjustment Factor to be determined by the Issuer (with regard to the definitions of "**Adjustment Amount**" and "**Interest Rate Adjustment Factor**", please refer to § 2 of the Terms and Conditions).

- ***Adjustment of the Strike Price and the Knock-out Level because of a Futures Roll-Over Event (Futures Roll-Over Adjustment)***

In the case of a Futures Roll-over Event, the Strike Price and the Knock-out Level shall be adjusted by taking into account the costs associated with the substitution of the expiring futures contract to which the TURBO Warrant relates.

In detail, the adjustment shall take place in such a way that the Strike Price applicable at the time of the adjustment and the Knock-out Level applicable as at time shall be changed by an amount calculated on the basis of the difference between the Roll-over Reference Price of the expiring and the new, substituted futures contract, plus (in the case of TURBO BULL Warrants) or less (in the case of TURBO BEAR Warrants) the costs associated with that substitution (futures roll-over costs). The futures roll-over costs mainly arise because the calculation must take into account the expiring futures contract at its purchasing price and the new futures contract at its selling price.

In this context, investors must pay particular attention to the fact that a Knock-out Event (see above) might be triggered by a Futures Roll-over Adjustment.

- ***Adjustments and Extraordinary Termination***

The Issuer may be entitled to perform adjustments in accordance with the Terms and Conditions. Such adjustments may have an adverse effect on the value of the TURBO Warrants.

The Issuer may be entitled to give notice of extraordinary termination regarding the TURBO Warrants in accordance with the Terms and Conditions. In that case, the TURBO Warrants shall expire prematurely. The extraordinary termination amount per TURBO Warrant payable to the Warrantholders shall be determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)).

- **"Unlimited" TURBO Warrants; Necessity of Exercise; Sale of the TURBO Warrants**

The essential characteristic of the TURBO Warrants is that the TURBO Warrants are not automatically exercised during their life. It is a prerequisite for the payment of the Cash Settlement Amount that the Warrantholder has exercised its TURBO Warrants or that the Issuer has terminated the TURBO Warrants. Without such exercise or termination of the TURBO Warrants there is no guarantee that the Warrantholder will receive the Cash Settlement Amount. As it cannot be expected that the Issuer will terminate the TURBO Warrants the Warrantholder is compelled to exercise its TURBO Warrants in accordance with the Terms and Conditions of the TURBO Warrants in order to receive the Cash Settlement Amount.

Warrantholders should be aware that an exercise of the TURBO Warrants is only possible with respect to the Exercise Dates detailed in the Final Terms. During the period between two Exercise Dates a realisation of the economic value of the TURBO Warrants (or part of it) is only possible by selling the Warrants.

A sale of the TURBO Warrants, however, requires that there are market participants willing to purchase the TURBO Warrants at the respective price. If there are no market participants willing to do so the value of the Warrants may possibly not be realised. The Issuer has no obligation to provide for a trading in the TURBO Warrants or to repurchase the TURBO Warrants itself.

- **Risk of Loss due to Changes in the Volatility of the Underlying**

Changes in the frequency and intensity of fluctuations in the price of the Underlying anticipated by the market participants (implied volatility) may reduce the value of the TURBO Warrants even if the price of the Underlying does not change. A generally positive development in the price of the Underlying does not necessarily result in an increase in the price of the TURBO Warrants. The price of the TURBO Warrants may even fall if the performance of the Underlying is overcompensated by a decreasing volatility with a negative effect on the value of the TURBO Warrants.

- **Risk of Loss due to a Decrease in the Time Value**

Depending on the expectations of the market participants with respect to the future performance of the Underlying, they are prepared to pay a price for a TURBO Warrant which differs to a greater or lesser extent from the intrinsic value of the TURBO Warrant (the intrinsic value means the amount by which the market price of the Underlying exceeds the Strike Price (in the case of a TURBO BULL Warrant) or is exceeded by the Strike Price (in the case of a TURBO BEAR Warrant).

- **Risk associated with Leverage**

A typical feature of TURBO Warrants is their leverage effect on the earnings prospects of the invested capital: The price of TURBO Warrants always reacts over-proportionately to changes in the price of the Underlying and thus, offers chances of higher profit during their lifetime - but bear at the same time high risks of incurring a loss. This is because the leverage has an effect in both directions - i.e. not only upwards in favourable periods, but also downwards in unfavourable periods. The greater the leverage, the riskier is the purchase of TURBO Warrants.

- **Time Lag after Exercise – Trading Disruption Event**

In the case of any exercise of the TURBO Warrants, there will be a time lag between the time a Warrantholder gives instructions to exercise and the time the applicable Cash Settlement Amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the applicable Final Terms. However, such delay could be significantly longer, particularly in the case of the occurrence of a trading disruption event (if applicable) or following the imposition of any exchange controls. The applicable price of the Underlying may change significantly during any such period, and such movement or movements could decrease the Cash Settlement Amount of the TURBO Warrants being exercised and may result in such Cash Settlement Amount being zero.

- **TURBO Warrants are Unsecured Obligations**

The TURBO Warrants are unsecured and unsubordinated obligations of the Issuer and will rank pari passu with all present and future unsecured and unsubordinated obligations of the Issuer, without any preference among themselves and without any preference one above the other by reason of priority of date of issue, currency or any payment or otherwise, except for obligations given priority by law. Any person who purchases any of the TURBO Warrants is relying upon the creditworthiness of the Issuer and has no rights under the TURBO Warrants against any other person. Together with the general investment risk an investment in the TURBO Warrants is also concerned with possible default risk of the Issuer. The Issuer may issue several issues of warrants relating to various reference underlying assets which may be specified in the applicable Final Terms. However, no assurance can be given that the Issuer will issue any warrants other than the warrants to which a particular set of Final Terms relates. At any given time, the number of warrants outstanding may be substantial. TURBO Warrants provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying asset. In general, certain risks associated with the TURBO Warrants are similar to those generally applicable to other options or warrants of private corporate issuers.

- **Issuer Risk**

In addition to the risk connected with the investment in the Underlying of a TURBO Warrant, the investor bears the risk that the financial situation of the Issuer of the TURBO Warrant declines – or that insolvency or bankruptcy proceedings are instituted against the Issuer – and that as a result the Issuer cannot fulfil its payment obligations under the TURBO Warrants.

- **Possible Illiquidity of the TURBO Warrants in the Secondary Market**

It is not possible to predict the price at which TURBO Warrants will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list TURBO Warrants on a stock exchange.

The Issuer may, but is not obliged to, at any time purchase TURBO Warrants at any price in the open market or by tender or private treaty. Any TURBO Warrants so purchased may be held or resold or surrendered for cancellation. The Issuer may, but is not obliged to, be a market-maker for an issue of TURBO Warrants. Even if the Issuer is a market-maker for an issue of TURBO Warrants, the secondary market for such TURBO Warrants may be limited. To the extent that an issue of TURBO Warrants becomes illiquid, an investor may have to exercise such TURBO Warrants to realise value.

Important factors in determining the price of TURBO Warrants are in particular:

- the actual price of the relevant Underlying and the expectations of market participants regarding its price, and
- the anticipated frequency and intensity of fluctuations in the price of the relevant Underlying (volatility).

- **Potential Conflicts of Interest**

The Issuer and its affiliates may also engage in trading activities (including hedging activities) related to the Underlying of the TURBO Warrants and other instruments or derivative products based on or related to the Underlying for their proprietary accounts or for other accounts under their management. The Issuer and its affiliates may also issue other derivative instruments in respect of the Underlying. Such activities could present certain conflicts of interest, could influence the prices of the Underlying or other securities and could adversely affect the value of such TURBO Warrants.

- **Risks in connection with Borrowing**

If the investor obtains a loan in connection with financing the purchase of the TURBO Warrants the investor does not only bear the risk of sustaining the loss in connection with the TURBO Warrants if the price of the Underlying develops unfavourably, but also has to pay back the loan and pay the interest connected with it. This means a substantial increase in risk. An investor can never rely on being able to pay back the loan and the interest connected with it through gains derived from the purchase of the TURBO Warrants. Prospective purchasers of TURBO Warrants should therefore carefully consider their particular financial circumstances and whether they will be able to pay back the loan and pay the interest connected with it even if the investor has to sustain losses instead of the expected gains.

- **Risks associated with Currency**

If the Underlying Asset of the TURBO Warrants is quoted in another currency than the TURBO Warrant any risk in connection with an investment in the TURBO Warrants does not only depend on the development of the price of the Underlying Asset but also on the development of the respective currencies. Unfavourable developments in these markets can increase the risk and could lead to a decrease in the value of the TURBO Warrants or in the Cash Settlement Amount.

- **Transactions Excluding or Limiting Risk**

The investor cannot expect that at all times during the lifetime of the TURBO Warrants transactions can be concluded which exclude or limit the risks incurred from a purchase of TURBO Warrants; this depends on the market conditions and the specific features of such TURBO Warrants as specified in the Final Terms of such TURBO Warrants. Such transactions can under certain circumstances be concluded only at an unfavourable market price and lead to a corresponding loss.

- **Influence of ancillary Costs on Potential Profit**

Investors should consider that the return on the investment in the TURBO Warrants is reduced by the costs in connection with the purchase and sale of the TURBO Warrants.

Minimum or fixed commissions per transaction (purchase and sale) combined with a low order value (price of the TURBO Warrant times quantity) can lead to costs which, in extreme cases, may exceed the value of the TURBO Warrants purchased. Additional costs arise generally if the TURBO Warrants are exercised. Together with the costs directly linked to the purchase of the TURBO Warrants, these additional costs may be considerable compared with the total Cash Settlement Amount received by the Warrantholder exercising his TURBO Warrants.

- **The Influence of Hedging Transactions of the Issuer on the TURBO Warrants**

The Issuer and/or its affiliates may in the course of their normal business activity engage in trading in the Underlying Asset. In addition, the Issuer may conclude transactions in order to hedge itself partially or completely against the risks associated with the issue of the TURBO Warrants. These activities of the Issuer and/or its affiliates may have an influence on the market price of the TURBO Warrants. A possibly negative impact of the conclusion or dissolution of these hedging transactions on the value of the TURBO Warrants or the size of the Cash Settlement Amount to which the holder of a Warrant is entitled cannot be excluded.

- **Risk Factors relating to the underlying**

The value of the respective underlying depends on a number of interrelated factors, including economic, financial and political events beyond the Issuer's control. The historical experience of the respective underlying should not be taken as an indication of future performance of such underlying during the term of any Warrant. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of the TURBO Warrants.

- **Special Risks of TURBO Warrants relating futures contracts**

Futures contracts are standardised forward transactions relating to financial instruments such as shares, indices, interest rates or foreign currencies (so-called financial futures) or commodities such as precious metals, wheat or sugar (so-called commodities futures).

A futures contract represents the contractual obligation to purchase or sell a certain quantity of the relevant contractual object at a certain date and price. Futures contracts are traded on futures and options exchanges and are standardised for that purpose with regard to size of contract, type and quality of the contractual object and potential delivery places and dates.

As a rule, there is a close correlation between the price performance of an asset that underlies a futures contract and is traded on a spot market and the corresponding futures market. However, futures contracts are generally traded at a premium or discount in relation to the spot price of the underlying asset. This difference between the spot and futures price, which is referred to as "basis" in futures and options exchange jargon, on the one hand results from the inclusion of the costs that are normally incurred in spot transactions (storage, delivery, insurance, etc.) and/or the revenues that are normally associated with spot transactions (interest, dividends, etc.), and on the other hand from the differing valuation of general market factors in the spot and the futures market. In addition, depending on the value, there can be a significant gap in terms of the liquidity in the spot and the corresponding futures market.

As the TURBO Warrants relate to the futures contracts specified in the Terms and Conditions, investors, in addition to knowing the market for the relevant asset that underlies the relevant futures contract, must have know-how as to the workings and valuation factors of forward/futures transactions in order to be able to correctly assess the risks associated with an investment in those TURBO Warrants.

As futures contracts expire on a certain date, the Terms and Conditions may provide that the Issuer (particularly in the case of TURBO Warrants with a longer term), at a time stipulated in the Terms and Conditions, replaces the futures contract provided for as the underlying in the Terms and Conditions by another futures contract that has a later expiry date than the initial underlying futures contract, but is otherwise subject to the same contractual specifications (so-called "**Roll-Over**"). The costs associated with such a Roll-Over will be taken into account in accordance with the Terms and Conditions in connection with the adjustment of the strike prices of the TURBO Warrants in conjunction with the Roll-Over and may have a significant effect on the value of the TURBO Warrants. The Terms and Conditions may provide for additional cases in which the Issuer may replace the initial futures contract and/or change parameters of the Terms and Conditions and/or terminate the TURBO Warrants.

General Information

This document contains the Final Terms of the TURBO Warrants described herein and must be read in conjunction with the Base Prospectus dated 24 September 2009, as supplemented from time to time (the "**Base Prospectus**"). Full information on the Issuer and the offer of the TURBO Warrants is only available on the basis of a combination of these Final Terms and the Base Prospectus.

Prospectus Liability

Commerzbank Aktiengesellschaft (the "**Issuer**", the "**Bank**" or "**Commerzbank**", together with its consolidated subsidiaries "**Commerzbank Group**" or the "**Group**") accepts responsibility for the information contained in this Final Terms. The Issuer hereby declares that having taken all reasonable care to ensure that such is the case, the information contained in this Final Terms is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

No person is or has been authorized by the Issuer to give any information or to make any representation not contained in or not consistent with these Final Terms or any other information supplied in connection with this Final Terms or the TURBO Warrants and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

The delivery of this Final Terms does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Final Terms or the TURBO Warrants is correct as of any time subsequent to the date indicated in the document containing the same.

Subscription and Sale

The Unlimited TURBO Warrants relating to the 10-Year U.S. Treasury Note Futures Contract (the **"TURBO Warrants"**) with an issue size of 3,000,000 per series at an issue price per series of Warrants as detailed below shall be publicly offered in the Republic of France as of the first day on which the Warrants have been admitted to trading on the Euronext Paris S.A.

Increases of a Series of TURBO Warrants

The Issuer reserves the right to issue from time to time without the consent of the Warrantholders additional tranches of TURBO Warrants with substantially identical terms, so that the same shall be consolidated to form a single series bearing the same security codes and increase the size of the Warrants issued previously.

Characteristics

Type	**ISIN**	**Strike Price (= Knock-out Level) on the Issue Date**	**Interest Rate Adjustment Factor during the first Adjustment Period**	**Issue Price on the Issue Date**
BULL	DE000CM6XDG1	USD 116.00	2.5%	EUR 3.40
BULL	DE000CM6XDH9	USD 118.00	2.5%	EUR 1.40
BEAR	DE000CM6XDJ5	USD 120.00	-2.5%	EUR 0.60
BEAR	DE000CM6XDK3	USD 124.00	-2.5%	EUR 4.60

Publication of the Strike Price, the Knock-out Level and the Interest Rate Adjustment Factor

The Strike Price (and consequently the Knock-out Level) will be adjusted daily and the Interest Rate Adjustment Factors will be adjusted monthly by the Issuer. The Strike Price as well as the Adjustment Factor applicable at any time for each series of TURBO Warrants will be published on the internet page *www.warrants.commerzbank.com*.

Calculation Agent

If a calculation agent will be necessary Commerzbank Aktiengesellschaft, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Germany, will act as calculation agent.

Securitisation

The TURBO Warrants are issued in dematerialized form. Title to the TURBO Warrants will be evidenced by book entries (*dématérialisation*) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*) (currently, Articles L. 211-3 and R. 211-1 et seq. of the French Monetary and Financial Code). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the TURBO Warrants.

Transfers of the TURBO Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France, 115 rue 115 rue Réaumur, 75081 Paris, France the "**Clearing System**" as specified in the applicable Final Terms.

Status

The obligations under the TURBO Warrants constitute direct, unconditional and unsecured obligations of the Issuer and rank at least pari passu with all other unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may exist from time to time under applicable law).

Minimum Trading Unit

The Minimum Trading Number of each series of TURBO Warrants issued is one (1) TURBO Warrant.

Listing

The admission for listing and trading of the TURBO Warrants on Euronext Paris S.A. has been applied. First day of trading is envisaged to take place on 18 May 2010.

Availability of documents

These Final Terms and the Base Prospectus dated 24 September 2009 and supplements, if any, will be made available to investors on the internet page *www.warrants.commerzbank.com* whereas the Articles of Association of Commerzbank Aktiengesellschaft, the annual report of the Commerzbank Group for the financial years 2008 and 2009 as well as the Interim Report of the Commerzbank Group for the period ended 31 March 2010 (reviewed by an auditor) are available in their current form on the internet page of Commerzbank: *www.commerzbank.de.*

Payment Date

18 May 2010

Settlement

The Warrants will be cash settled. Settlement will take place not later than on the fifth Payment Business Day following the respective Valuation Date, all as specified in detail in the Terms and Conditions of the TURBO Warrants.

Taxation

All amounts payable under the TURBO Warrants will be paid without deduction or withholding for or on account of any present or future taxes, duties or governmental charges whatsoever imposed or levied by or on behalf of the Federal Republic of Germany or any taxing authority therein. In the case that the Issuer will be compelled by law or other regulation to deduct or withhold such taxes, duties or governmental charges the Issuer will not pay any additional amounts to compensate the Warrantholder for such deduction or withholding.

Information on the Underlying Asset

The asset underlying the TURBO Warrants is the 10-Year U.S. Treasury Note Futures Contract as defined in the Terms and Conditions. Information on the 10-Year U.S. Treasury Note Futures Contract can be obtained from the Internet under: *www.commerzbank.com or www.cmegroup.com.*

TERMS AND CONDITIONS OF THE UNLIMITED TURBO WARRANTS

§ 1
(FORM, TRANSFERABILITY)

1. Each series of TURBO Warrants (the "**Warrants**") are issued by Commerzbank Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (the "**Issuer**").

2. Each series of Warrants are issued in bearer dematerialized form. Title to the Warrants will be evidenced by book entries (*dématérialisation*) in accordance with the provisions of the French Monetary and Financial Code relating to Holding of Securities (*inscription en compte*) (currently, Articles L. 211-3 and R. 211-1 et seq. of the French Monetary and Financial Code). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French Monetary and Financial Code) will be issued in respect of the Warrants.

3. Transfers of the Warrants and other registration measures shall be made in accordance with the French Monetary and Financial Code, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France (the "**Clearing System**"; the "**Clearing Rules**").

   The Warrants can be transferred via the Clearing System individually.

4. The term "**Warrantholder**" in these Terms and Conditions refers to any person holding warrants through a financial intermediary entitled to hold accounts with the Clearing System on behalf of its customers (the "**Warrant Account Holder**") or, in the case of a Warrant Account Holder acting for its own account, such Warrant Account Holder.

§ 2
(DEFINITIONS)

1. For the purposes of these Terms and Conditions, the following definitions shall apply (subject to an adjustment in accordance with § 5):

   The "**Adjustment Amount**" shall change monthly on each Adjustment Day and shall then be applicable for the duration of the Adjustment Period beginning on such Adjustment Day. It shall correspond to the Strike Price on the Adjustment Day occurring within the relevant Adjustment Period, multiplied by the Adjustment Percentage valid during such Adjustment Period. With regard to the first Adjustment Period, the Strike Price on the Issue Date shall be used for the aforementioned calculations.

   The "**Adjustment Day**" shall be the first calendar day in each month or, if such day is not a Business Day, the next following Business Day. The first Adjustment Day shall be 01 June 2010.

   The "**Adjustment Percentage**" applicable during an Adjustment Period shall be the Interest Rate Adjustment Factor applicable during the relevant Adjustment Period, divided by 365.

   The "**Adjustment Period**" shall be the period of time commencing on the Issue Date until the first Adjustment Day (exclusive) and each subsequent period of time commencing on an Adjustment Day (inclusive) until the next following Adjustment Day (exclusive).

   "**Exchange Business Day**" shall be a day on which the Related Exchange is open for trading during its respective regular trading sessions, notwithstanding the Related

Exchange closing prior to its scheduled weekday closing time. Any trading or trading activities after or before the regular trading sessions on the Related Exchange will not be taken into account.

"**Exercise Date**" means the last Payment Business Day in the month of December of each year. The first Exercise Date is 31 December 2010.

The "**Interest Rate Adjustment Factor**" shall be a percentage determined by the Issuer on an Adjustment Day for the Adjustment Period beginning on such Adjustment Day in its reasonable discretion (§ 315 German Civil Code (BGB)), in each case taking into account the prevailing market conditions. The Interest Rate Adjustment Factor for the first Adjustment Period shall be the percentage stated in paragraph 2.

The respective Interest Rate Adjustment Factor for subsequent Adjustment Periods shall in each case be published on the Issuer's website at *www.warrants.commerzbank.com*.

"**Issue Date**" shall be 18 May 2010.

The "**Knock-out Level**" corresponds to the relevant Strike Price.

"**Payment Business Day**" means a day on which the Trans-European Automated Real-Time Gross settlement Express Transfer system which utilises a single shared platform (TARGET2) is open.

"**Ratio**"

The Ratio is 1.

"**Reference Price**" shall be the Settlement Price of the Relevant Futures Contract as daily determined and published by the Related Exchange on the Valuation Date.

"**Related Exchange**"

The Related Exchange is the CME Group (including CME Globex electronic trading platform) or its successor.

In case that the Relevant Futures Contract is not longer traded on the Related Exchange, the Related Exchange shall be such other futures exchange as determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (*BGB*)) (the "**Successor Related Exchange**"). The Issuer shall publish the Successor Related Exchange according to § 11.

"Relevant Conversion Rate" shall be a price of EUR1.00 in USD as actually traded on the *International Interbank Spot Market* on the Valuation Date at or about the time the Reference Price is published.

The "**Strike Price**" shall change on each calendar day between the Issue Date and the relevant Valuation Date. The Strike Price on a calendar day ("**T**") shall correspond to the Strike Price on the preceding calendar day ("**T-1**"), plus (in the case of TURBO BULL Warrants) or less the Adjustment Amount applicable on T-1 (in the case of TURBO BEAR Warrants). The Strike Price resulting for each calendar day shall be rounded commercially to two decimal places; the calculation of the respective following Strike Price, however, shall be performed on the basis of the unrounded Strike Price for the preceding day.

The Strike Price on the Issue Date shall correspond to the value stated in paragraph 2.

The respective Strike Price shall in each case be published on the Issuer's website at *www.warrants.commerzbank.com*.

"**Trading Disruption**" means the material suspension of, or the material limitation imposed on, trading in the Relevant Futures Contract on the Related Exchange or in any additional futures contract, option contract on any other exchange. For these purposes:

(a) a suspension of the trading in the Relevant Futures Contract on any Exchange Business Day shall be deemed to be material only if:

(i) all trading in the Relevant Futures Contract is suspended for the entire Exchange Business Day; or

(ii) all trading in the Relevant Futures Contract is suspended subsequent to the opening of trading on the Exchange Business Day, trading does not recommence prior to the regularly scheduled close of trading in such Relevant Futures Contract on such Exchange Business Day and such suspension is announced less than one hour preceding its commencement; and

(b) a limitation of trading in the Relevant Futures Contract on any Exchange Business Day shall be deemed to be material only if the Related Exchange establishes limits on the range within which the price of the Relevant Futures Contract may fluctuate and the closing or settlement price of the Relevant Futures Contract on such day is at the upper or lower limit of that range.

"**Valuation Date**"

The Valuation Date shall be the Exercise Date.

If on the Valuation Date the Reference Price of the Relevant Futures Contract is not determined and published by the Related Exchange or if a Trading Disruption Event with respect to the Relevant Futures Contract occurs, the Valuation Date shall be postponed to the next following Exchange Business Day on which the Reference Price of the Relevant Futures Contract is determined and published again by the Related Exchange and on which a Trading Disruption Event does not occur.

If, according to the provision above, the Valuation Date is postponed for three consecutive Exchange Business Days and if also on such day the Reference Price of the Relevant Futures Contract is not determined and published by the Related Exchange or if a Trading Disruption Event occurs on such day, then the Issuer shall estimate the Reference Price of the Relevant Futures Contract in its reasonable discretion (§ 315 German Civil Code (BGB)), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 11.

"**Underlying**" shall be the 10-Year U.S. Treasury Note Futures Contract (Reuters page TYMO) on the Related Exchange with with delivery month June 2010 (Expiry Date: 21 June 2010) (the "**Relevant Futures Contract**").

On an Exchange Business Day to be determined by the Issuer, which must be one of the five Exchange Business Days preceding the last trading day of the relevant futures contract (the "**Futures Roll-Over Date**"), such futures contract shall cease to be the Underlying of the Warrants and shall be replaced by the next maturing futures contract on the Related Exchange with a residual life of at least three month, which, from that point onwards, shall be used as the relevant futures contract for the valuation of the Warrants (the "**Futures Roll-Over Event**").

In the case of a Futures Roll-Over Event, the Strike Price and the Knock-out Level shall be adjusted with effect as of the Futures Roll-Over Date based on the following formula (the "**Futures Roll-Over Adjustment**"):

A = B - (C - D) + (Roll-over Costs)

(in the case of TURBO BULL Warrants)

or

A = B - (C - D) - (Roll-over Costs)

(in the case of TURBO BEAR Warrants)

where

A =	the adjusted Strike Price or Knock-out Level,
B =	the Strike Price or Knock-out Level applicable on the day preceding the Futures Roll-Over Date,
C =	the Roll-Over Reference Price of the previous relevant futures contract on the Futures Roll-Over Date,
D =	the Roll-Over Reference Price of the new relevant futures contract on the Futures Roll-Over Date,
Roll-over Costs =	the costs of the relevant futures roll-over adjustment as determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)) by taking into account prevailing market conditions.

"**Roll-Over Reference Price**" is the price determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)) that is determined based on the prices traded and published on the Related Exchange on the relevant Roll-Over Date. The Issuer shall publish the Roll-Over Reference Price according § 11.

2. For each series of Warrants the terms "Strike Price on the Issue Date" and “Interest Rate Adjustment Factor during the first Adjustment Period”, shall have the following meaning:

Type	**ISIN**	**Strike Price on the Issue Date**	**Interest Rate Adjustment Factor during the first Adjustment Period**
BULL	DE000CM6XDG1	USD 116.00	2.5%
BULL	DE000CM6XDH9	USD 118.00	2.5%
BEAR	DE000CM6XDJ5	USD 120.00	-2.5%
BEAR	DE000CM6XDK3	USD 124.00	-2.5%

§ 3
(OPTION RIGHT, KNOCK-OUT EVENT, EXERCISE, SETTLEMENT)

1. Subject to the occurrence of a Knock-out Event in accordance with paragraph 2. and subject to the occurrence of an Early Termination of the Warrants according to § 4, each Warrant grants to the Warrantholder the right (the "**Option Right**"), to receive upon exercise from the Issuer the payment of the Cash Settlement Amount in accordance with these Terms and Conditions of the Warrants.

The Cash Settlement Amount is the amount expressed in U.S. Dollar **(**"**USD**") and converted into in Euro ("**EUR**") (rounded, if necessary, to the next Eurocent (EUR 0.01) with EUR 0.005 rounded upwards) determined in accordance with the following formula:

$(\text{Underlying}_{\text{final}} - \text{Strike Price}) \times \text{Ratio}$

(in the case of TURBO BULL Warrants)

or

$(\text{Strike Price} - \text{Underlying}_{\text{final}}) \times \text{Ratio}$

(in the case of TURBO BEAR Warrants)

where

$\text{Underlying}_{\text{final}}$ = the Reference Price of the Underlying expressed in USD on the Valuation Date

Strike Price = the Strike Price applicable on the Valuation Date

The conversion into EUR shall be made at the Relevant Conversion Rate.

2. If during the period from and including the Issue Date to and including the Valuation Date at a time on which no Market Disruption Event occurs at least one price for the Futures Contract as determined and published by the Related Exchange is at least once equal to or below the Knock-out Level (in the case of TURBO BULL Warrants) or equal to or above the Knock-out Level (in the case of TURBO BEAR Warrants), the Option Right pursuant to paragraph 1 shall expire and no Cash Settlement Amount shall be payable to the Warrantholder by the Issuer.

   If a Knock-out Event occurs, the Warrants will expire worthless.

3. Any exercise of Warrants by the Warrantholder shall be carried out in accordance with the provisions of the following paragraphs:

   (a) Exercise Notice

   In order to validly exercise the Option Right with respect to an Exercise Date, the Warrantholder shall not later than on the tenth Payment Business Day prior to the requested Exercise Date

   (i) deliver a written, binding and irrevocable exercise notice (the "**Exercise Notice**") to the Warrant Agent (§ 9) by use of the form available at the Warrant Agent's or by providing all information and statements requested therein. The Warrant Agent shall be authorised to reject notices which do not comply with this form or that do not provide all information and statements requested therein, and any determination by the Warrant Agent as to whether an Exercise Notice is duly completed and in proper form shall be conclusive and binding on the relevant Warrantholder. Notwithstanding this, in the event that any Exercise Notice is subsequently corrected to the satisfaction of the Warrant Agent, it shall be deemed to be a new Exercise Notice, submitted at the time such correction is delivered to the Warrant Agent; and

   (ii) deliver the Warrants to the Warrant Agent either by means of (1) an irrevocable instruction given to the Warrant Agent to withdraw the relevant Warrants from the collective safe custody account, if any, opened with the Warrant Agent, or (2) transferring the relevant Warrants to the account of the Warrant Agent with the Clearing System.

   The delivery of an Exercise Notice shall constitute the irrevocable decision of the relevant Warrantholder to exercise the Warrants specified therein. After delivery of such Exercise Notice, such exercising Warrantholder may not otherwise transfer such Warrants. If, notwithstanding this, any Warrantholder transfers or attempts to transfer such Warrants, the Warrantholder will be liable to the Issuer for any loss, costs and expenses suffered or incurred by the Issuer, including, without limitation, those suffered or incurred as a consequence of it having terminated any related hedging operations in reliance on the relevant Exercise Notice and subsequently entering into replacement hedging operations in respect of such Warrants.

(b) Settlement

(i) The Issuer shall pay or cause to be paid not later than on the fifth Payment Business Day following the Valuation Date the Cash Settlement Amount to the account indicated by the Warrantholder, subject to compliance by the Warrantholder with the exercise procedure as described above.

(ii) Exercise of the Warrants and payments by the Issuer will be subject in all cases to any applicable fiscal or other laws, regulations and practices in force at the relevant time. However, the Issuer shall not incur any liability whatsoever in the future if it is unable to pay the Cash Settlement Amount, after using reasonable effort, as a result of such laws, regulations and practices. The Issuer shall not under any circumstances be liable for any acts or default of any clearing system in the performance of its duties in relation to the Warrants.

(iii) All taxes duties or other charges in connection with the exercise of the Warrants are to be borne and paid by the Warrantholders. Any additional cost arising from the exercise of the Warrants shall not be borne by the Issuer.

§ 4
(ORDINARY TERMINATION BY THE ISSUER)

1. The Issuer shall be entitled to terminate the Warrants in whole but not in part with respect to each last Payment Business Day in the month of December of each year (each of such dates an "**Ordinary Termination Date**") (the "**Ordinary Termination**"). The first Ordinary Termination Date shall be 31 December 2010.

2. Any such Ordinary Termination must be announced at least 28 days prior to the Ordinary Termination Date in accordance with § 11. Such announcement shall be irrevocable and must state the Ordinary Termination Date.

3. In the case of an Ordinary Termination of the Warrants each Warrantholder shall receive a payment per Warrant as determined in accordance with the provisions of § 3 paragraph 1. The Valuation Date shall be the fifth Payment Business Day prior to the respective Ordinary Termination Date.

4. Any amounts that are payable pursuant to these terms and conditions in the case of Ordinary Termination shall be paid to the Paying Agent subject to the provision that the Paying Agent transfer such amounts to the Clearing System for the purposes of crediting the accounts of the relevant depositary banks and forwarding on to the Warrantholders.

5. Upon notification of the Ordinary Termination of the Warrants the right to the Warrantholder to exercise the Warrants in accordance with § 4 shall expire.

§ 5
(ADJUSTMENTS, EXTRAORDINARY TERMINATION)

1. If an Extraordinary Event (as defined below) has occurred, the Issuer is entitled to make adjustments to the Terms and Conditions of the Warrants taking into consideration the

provisions set forth hereinafter. If an Extraordinary Event has occurred, the Issuer may (instead of an adjustment) terminate and redeem all, but not less than all Warrants prematurely on the extraordinary termination date (the "**Extraordinary Termination Date**") with a prior notice of seven Payment Business Days in accordance with § 11, provided that an adjustment is not possible or is unreasonable (*unzumutbar*) for the Issuer. In any case, the Issuer is neither obliged to make adjustments to the Terms and Conditions of the Warrants nor to early terminate the Warrants.

(a) When making adjustments to the Terms and Conditions, the Issuer shall act in its reasonable discretion (§ 315 German Civil Code (BGB)) and is entitled, but not obligated, to take into consideration the manner in which adjustments are or would be made by the Related Exchange.

Any of the before-mentioned adjustments may, among others, relate to <u>the Strike Price, the Knock-out Level as well as the Ratio</u> and may result in the Relevant Futures Contract being replaced by other futures contracts, a basket of futures contracts and/or cash, and another exchange being determined as the Related Exchange. However, the Issuer is also entitled to make other adjustments taking into consideration the before-mentioned principles.

Adjustments and determinations take effect as from the date determined by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)), provided that (in case the Issuer takes into consideration the manner in which adjustments are or would be made by the Related Exchange) the Issuer shall take into consideration the date at which such adjustments take effect or would take effect at the Related Exchange if such option or futures contracts were traded at the Related Exchange.

Adjustments as well as the effective date shall be notified by the Issuer in accordance with § 11.

(b) If the Warrants are called for redemption due to the occurrence of an Extraordinary Event, they shall be redeemed at the extraordinary termination amount per Warrant (the "**Extraordinary Termination Amount**") which shall be calculated by the Issuer in its reasonable discretion (§ 315 German Civil Code (BGB)) [*as the fair value of the Warrants at the date as determined by the Issuer in the notification of the termination]*. Such Extraordinary Termination Amount shall be notified in accordance with § 11. The rights arising from the Warrants will terminate upon the payment of the Extraordinary Termination Amount. The provisions of § 3 paragraph 3 shall apply mutatis mutandis.

2. For the purposes of this § 5 the following definitions shall apply:

"**Extraordinary Event**" means the occurrence of any of the following events: Disappearance of Reference Price, Hedging Disruption, Material Change in Content, Price Source Disruption, Trading Disruption or any other event being economically comparable to the before-mentioned events with regard to their effects.

"**Disappearance of Reference Price**"
Disappearance of Reference Price means (i) the permanent discontinuation of trading, in the Relevant Futures Contract on the Related Exchange; or (ii) the disappearance or permanent discontinuance or unavailability of the Reference Price, notwithstanding the availability of the Price Source or the status of trading in the Relevant Futures Contract.

"**Hedging Disruption**"
Hedging Disruption means an event due to which the Issuer and/or its affiliates (§ 15 of the German Stock Corporation Act (AktG)) are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any transactions or investments that the

Issuer considers necessary to hedge its risks resulting from the assumption and performance of its obligations under the Warrants or (ii) to realise, regain or transfer the proceeds resulting from such transactions or investments;

"**Material Change in Content**"

Material Change in Content means the occurrence of a material change in the content, composition or constitution of the Relevant Futures Contract.

"**Price Source**" means the Related Exchange.

"**Price Source Disruption**"

Price Source Disruption means (i) the failure of the Price Source to announce or publish the relevant Reference Price (or the information necessary for determining the Reference Price); or (ii) the temporary or permanent discontinuance or unavailability of the Price Source.

§ 6
(FURTHER ISSUES, REPURCHASE OF WARRANTS)

1. The Issuer may at any time purchase Warrants in the market or otherwise. Warrants repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued, resold or surrendered to the Warrant Agent (§ 9) for cancellation.

2. The Issuer reserves the right to issue from time to time without the consent of the Warrantholders another tranche of Warrants with substantially identical terms, so that the same shall be consolidated to form a single series and increase the aggregate principal amount of the Warrants. The term “Warrants“ shall, in the event of such consolidation, also comprise such additionally issued Warrants.

§ 7
(TAXES)

All present and future taxes, fees or other duties in connection with the Warrants shall be borne and paid by the Warrantholders. The Issuer is entitled to withhold from payments to be made under the Warrants any taxes, fees and/or duties payable by the Warrantholder in accordance with the previous sentence.

§ 8
(STATUS)

The obligations under the Warrants constitute direct, unconditional and unsecured obligations of the Issuer and rank at least pari passu with all other unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may exist from time to time under applicable law).

§ 9
(WARRANT AGENTS)

1. BNP Paribas Securities Services, Grands Moulins de Pantin, 9 rue du Débarcadère, 93500 Pantin, France, shall be the "**Warrant Agent**". The Issuer shall procure that there will at all times be a Warrant Agent. The Issuer is entitled to appoint other banks of international standing as Warrant Agent or additional warrant agents (together with the Warrant Agent the “**Warrant Agents**”).

   Furthermore, the Issuer is entitled to terminate the appointment of the Warrant Agent as well as of additional warrant agents. In the event of such termination or such bank being unable or unwilling to continue to act as Warrant Agent or additional warrant agent, the Issuer shall appoint another bank of international standing as Warrant Agent or additional warrant agent. Such appointment or termination shall be published in accordance with § 11.

2. The Warrant Agents shall be held responsible for giving, failing to give, or accepting a declaration, or for acting or failing to act, only if, and insofar as, they fail to act with the diligence of a conscientious businessman.

3. The Warrant Agents acting in such capacity act only as agents of the Issuer. There is no agency or fiduciary relationship between the Warrant Agents on the one hand and the Warrantholders on the other hand. The Warrant Agents are hereby granted exemption from the restrictions of § 181 of the German Civil Code (BGB) and any similar restrictions of the applicable laws of any other country

§ 10
(SUBSTITUTION OF ISSUER)

1. Any other company may assume at any time during the life of the Warrants, subject to § 10 paragraph 4, without the Warrantholders' consent upon notice by the Issuer given through publication in accordance with § 10, all the obligations of the Issuer under these Terms and Conditions.

2. Upon any such substitution, such substitute company (hereinafter called the "**New Issuer**") shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under these Terms and Conditions with the same effect as if the New Issuer had been named as the Issuer herein; the Issuer (and, in the case of a repeated application of this § 9, each previous New Issuer) shall be released from its obligations hereunder and from its liability as obligor under the Warrants.

3. In the event of such substitution, any reference in these Terms and Conditions (except for this § 10) to the "**Issuer**" shall from then on be deemed to refer to the New Issuer and any reference to the country of the corporate seat of the Issuer which is to be substituted (except for the references in § 13 to the Federal Republic of Germany) shall be deemed to refer to the country of the corporate seat of the New Issuer and the country under the laws of which it is organised.

4. No such assumption shall be permitted unless

   (a) the New Issuer has agreed to assume all obligations of the Issuer under the Warrants pursuant to these Terms and Conditions;

   (b) the New Issuer has agreed to indemnify and hold harmless each Warrantholder against any tax, duty, assessment or governmental charge imposed on such Warrantholder in respect of such substitution;

   (c) the Issuer (in this capacity referred to as the "**Guarantor**") has unconditionally and irrevocably guaranteed to the Warrantholders compliance by the New Issuer with all obligations under the Warrants pursuant to these Terms and Conditions;

   (d) the New Issuer and the Guarantor have obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the Guarantor and/or the New Issuer are domiciled or the country under the laws of which they are organised.

5. Upon any substitution of the Issuer for a New Issuer, this § 10 shall apply again.

§ 11
(NOTICES)

Notices relating to the Warrants shall be published on the internet page *www.warrants.commerzbank.com* (or on another internet page notified at least six weeks in advance by the Issuer in accordance with this § 11) and shall be deemed to be effective upon such publication unless such publication gives another effective date. If applicable law or regulations of the stock exchange on which the Warrants are listed require a notification in another manner, notices shall also be given in the manner so required.

§ 12
(LIMITATION OF LIABILITY)

The Issuer and the Warrant Agents shall be held responsible for acting or failing to act in connection with the Warrants only if, and insofar as, it either (i) breaches material obligations under or in connection with the Terms and Conditions of the Warrants negligently or willfully or (ii) breaches other obligations with gross negligence or willfully.

§ 13
(FINAL CLAUSES)

1. The Warrants and the rights and duties of the Warrantholders, the Issuer and the Warrant Agents shall in all respects be governed by the laws of the Federal Republic of Germany except for § 1 paragraph 2 to 4 of the Terms and Conditions which shall be governed by the laws of the French Republic.

2. The Issuer shall be entitled without the consent of the Warrantholders (a) to correct obvious typing, calculation or other errors and (b) to amend or supplement contradictory or incomplete provisions contained in the Terms and Conditions, provided that in the cases of (b) only such amendments and supplements shall be permitted if such amendments or supplements, having regard to the interests of the Issuer, are reasonably acceptable for the Warrantholders, i.e. that do not adversely affect the financial situation of the Warrantholders materially. Amendments or supplements of these Terms and Conditions have to be notified in accordance with § 11.

3. Should any provision of these Terms and Conditions in whole or in part be or become void or be or become impracticable or incomplete, the other provisions shall remain in force. Void, impracticable or incomplete provisions shall be replaced in accordance with the meaning and purpose of these Terms and Conditions and the economic interest of the parties involved if they cannot be corrected or amended in accordance with paragraph 2.

4. Place of performance is Frankfurt am Main, Federal Republic of Germany.

5. Place of jurisdiction shall be Frankfurt am Main, Federal Republic of Germany.

6. The courts of the Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction over the annulment of lost or destroyed Warrants.

7. The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

Frankfurt am Main
18 May 2010

COMMERZBANK
AKTIENGESELLSCHAFT