



**BAYER AKTIENGESELLSCHAFT**  
and  
**BAYER CORPORATION**

**U.S.\$8,000,000,000**  
**GLOBAL COMMERCIAL PAPER PROGRAMME**

*Arranger*

**DEUTSCHE BANK**

*ECP Dealers*

**COMMERZBANK SECURITIES**  
**DEUTSCHE BANK**  
**GOLDMAN SACHS INTERNATIONAL**  
**MORGAN STANLEY**

*USCP Dealers*

**CREDIT SUISSE FIRST BOSTON**  
**DEUTSCHE BANK SECURITIES INC.**  
**GOLDMAN, SACHS & CO.**  
**MORGAN STANLEY**

The Notes and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933 and, subject to certain exceptions, the ECP Notes may not be offered, sold or delivered within the United States of America (including any state and the District of Columbia), its territories or its possessions or to any U.S. person, or to any person purchasing for resale to, for the account of, or for the benefit of, any such person.

## IMPORTANT NOTICE

This Information Memorandum contains summary information provided by Bayer Aktiengesellschaft ("Bayer AG") and Bayer Corporation (each an "Issuer" and together, the "Issuers") in connection with a global commercial paper programme (the "Programme") under which the Issuers may issue and have outstanding at any time short-term promissory notes (the "Notes") up to a maximum aggregate amount of U.S.\$8,000,000,000 or its equivalent in alternative currencies. The Notes may be in the form of Euro-commercial paper ("ECP Notes") or U.S. commercial paper ("USCP Notes"). The Issuers have appointed Commerzbank Aktiengesellschaft, Deutsche Bank AG London, Goldman Sachs International and Morgan Stanley & Co. International Limited as dealers for the ECP Notes (the "ECP Dealers") and Credit Suisse First Boston LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated as dealers for the USCP Notes (the "USCP Dealers" and, together with the ECP Dealers, the "Dealers") under the Programme, and have authorised and requested the Dealers to circulate this Information Memorandum in connection therewith.

The USCP Notes and the Guarantee have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act") or any other applicable securities law, and offers and sales thereof may be made only in compliance with an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws. By its acceptance of a USCP Note, the purchaser will be deemed to represent, warrant and agree that it has been afforded an opportunity to investigate matters relating to the Issuers and the USCP Notes, that it is not acquiring such USCP Note with a view to any distribution thereof and that it is either (A) an institutional investor that is an accredited investor within the meaning of Rule 501(a)(1), (2), (3), or (7) under the Securities Act (an "Institutional Accredited Investor") and that either is purchasing USCP Notes for its own account, is a U.S. Bank (as defined in Section 3(a)(2) of the Securities Act ) or a savings and loan association or other institution (as defined in Section 3(a)(5)(A) of the Securities Act) acting in its individual or fiduciary capacity or is a fiduciary or agent (other than a U.S. bank or savings and loan association) purchasing USCP Notes for one or more accounts each of which is such an Institutional Accredited Investor with respect to which such purchaser has sole investment discretion, or (B) a qualified institutional buyer (a "QIB") within the meaning of Rule 144A under the Securities Act which is acquiring USCP Notes for its own account or for one or more accounts, each of which is a QIB and with respect to each of which the purchaser has sole investment discretion; and the purchaser acknowledges that it is aware that the seller may rely upon the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A.

The Issuers have confirmed to the Dealers that the information contained in this Information Memorandum is true and accurate in all material respects and not misleading and there are no other facts the omission of which makes this Information Memorandum as a whole or any such information contained or incorporated by reference herein misleading.

This Information Memorandum is not intended to provide the basis of any credit, taxation, or other evaluation, and should not be considered as a recommendation by either Issuer or any of the Dealers that any recipient of this Information Memorandum purchases any Notes. Each recipient contemplating purchasing any Notes is responsible for obtaining its own independent professional advice in relation to the Programme and for making its own independent investigation and appraisal of the financial condition, affairs and creditworthiness of the relevant Issuer.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness at any time of any of this Information Memorandum. No person has been authorised by the Issuers or the Dealers to give any information or to make any representation not contained in this Information Memorandum, and, if given or made, such information or representation must not be relied upon as having been authorised.

None of the Issuers nor any of the Dealers accepts any responsibility, express or implied, for updating this Information Memorandum and neither the delivery of this Information Memorandum nor the offering, sale or delivery of any Notes shall, in any circumstances, create

any implication that the information contained therein is true subsequent to the date thereof or the date upon which this Information Memorandum has been most recently amended or supplemented or that there has been no adverse change in the financial situation of either Issuer since the date hereof or, as the case may be, the date upon which this Information Memorandum has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct, complete or up to date at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Information Memorandum does not, and is not intended to, constitute or contain an offer or invitation to any person to purchase Notes. The distribution of this Information Memorandum and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Notes come are required by the Issuers and the Dealers to inform themselves about and to observe any such restrictions. In particular, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes set out under "Selling Restrictions" and "Transfer Restrictions" below. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. The Notes have not been and will not be registered under the Securities Act. Subject to certain exceptions, ECP Notes may not be offered, sold or delivered within the United States or to U.S. persons. Prospective purchasers of the USCP Notes are hereby notified that the offerors may be relying on the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A.

Furthermore, none of the Issuers and any of the Dealers make any comment about the treatment for taxation purposes of payments or receipts in respect of the Notes. Each investor contemplating acquiring Notes under the Programme described herein is advised to consult a professional adviser in connection therewith.

In this Information Memorandum references to "Dollars", "U.S. Dollars" and "U.S.\$" are to the currency of the United States of America, references to "euro" are to the single currency of participating member states of the European Union, as contemplated by the Treaty on European Union and references to "Sterling", "GBP" and "£" are to the currency of the United Kingdom.

No application will be made at any time to list the Notes on any stock exchange. Each Dealer will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 (the "FSMA") does not apply to the relevant Issuer.

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## SUMMARY OF THE PROGRAMME

<b>Issuers:</b>	Bayer Aktiengesellschaft (“Bayer AG”) Bayer Corporation
<b>Arranger:</b>	Deutsche Bank AG London
<b>ECP Dealers:</b>	Commerzbank Aktiengesellschaft Deutsche Bank AG London Goldman Sachs International Morgan Stanley & Co. International Limited
<b>USCP Dealers:</b>	Credit Suisse First Boston LLC Deutsche Bank Securities Inc. Goldman, Sachs & Co. Morgan Stanley & Co. Incorporated
<b>ECP Agent:</b>	JPMorgan Chase Bank
<b>USCP Agent:</b>	JPMorgan Chase Bank
<b>Guarantee:</b>	Each of the Notes issued by Bayer Corporation has the benefit of a guarantee from Bayer AG pursuant to a guarantee agreement dated 15 April 2003 (the “Guarantee”) between Bayer AG and Bayer Corporation.
<b>Programme Amount:</b>	The aggregate principal amount of Notes outstanding at any time will not exceed U.S.\$8,000,000,000 or its equivalent in alternative currencies. The Programme Amount may be increased from time to time.
<b>Currencies:</b>	USCP Notes will be issued in U.S. Dollars only.  ECP Notes may be denominated in any currency, subject to compliance with any applicable legal and regulatory requirements. Specifically, the Programme will allow for the issue of Notes denominated in U.S. Dollars, euro, Japanese Yen, Sterling and Swiss Francs.
<b>Denominations:</b>	ECP Notes will be issued in conventionally accepted denominations in all currencies as may be agreed between the relevant Issuer and the relevant Dealer from time to time and subject, in each case, to compliance with any applicable legal and regulatory requirements (including the current £100,000 minimum denomination for Sterling ECP Notes).  ECP Notes issued by Bayer Corporation will be issued in minimum denominations of U.S.\$500,000 (or the equivalent in other currencies).  USCP Notes will be issued in minimum denominations of U.S.\$500,000.
<b>Maturity of the Notes:</b>	The tenor of the ECP Notes issued by Bayer Corporation shall be not less than 1 nor more than 183 days, the tenor of the ECP Notes issued by Bayer AG shall be not less than 1 nor more than 364 days and the tenor of the USCP Notes shall be not less than 1 nor more than 364 days, in each case, subject to compliance with any applicable legal and regulatory requirements.
<b>Yield Basis:</b>	The Notes may be issued without interest, at a discount or may bear fixed or floating rate interest or a coupon calculated by reference to an index or formula.
<b>Redemption:</b>	The Notes may be redeemed at par or at an amount calculated by reference to an index or formula.

<b>Optional Redemption:</b>	<p>ECP Notes may be redeemed (in whole or in part) before their stated maturity at the option of the relevant Issuer if this option is specified in the relevant ECP Note.</p> <p>USCP Notes may be redeemed (in whole or in part) before their stated maturity at the option of the relevant Issuer if this option is specified in the relevant Confirmation (as defined in the section entitled “Terms of USCP Notes”).</p>
<b>Status of the Notes:</b>	The Notes will be senior unsecured obligations of the relevant Issuer ranking <i>pari passu</i> with all present and future unsecured and unsubordinated indebtedness of the relevant Issuer including any guarantees given by the relevant Issuer, other than obligations preferred by mandatory provisions of law.
<b>Status of the Guarantee:</b>	The Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of Bayer AG and ranks <i>pari passu</i> with all other present or future unsecured and unsubordinated obligations of Bayer AG outstanding from time to time, subject to any obligations preferred by law.
<b>Taxation:</b>	For details of the provisions of the Notes concerning taxation, see the form of the ECP Notes set out herein and the section entitled “USCP Notes — Tax Gross Up”. For details of the provisions of the Guarantee concerning taxation, see the section entitled “The Guarantee”.
<b>Form and Delivery of Notes:</b>	<p>The Notes will be in bearer form.</p> <p>For USCP Notes, a Master Note will be held on behalf of The Depository Trust Company (“DTC”), delivery will take place through DTC and definitive USCP Notes will only be available in the exceptional circumstances contemplated by the Letter of Representations among the relevant Issuer, the USCP Agent and DTC.</p> <p>Subject as provided below, each issue of ECP Notes will initially be represented by one or more ECP Global Notes which will be delivered through Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”), Clearstream Banking, société anonyme, Luxembourg (“CBL”), Euroclear France S.A. or any other recognised clearing system. ECP Global Notes will be exchangeable for ECP Definitive Notes only in the circumstances specified in the ECP Global Notes.</p>
<b>Listing:</b>	The Notes will not be admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system.
<b>Selling Restrictions:</b>	The offering and sale of the Notes is subject to all applicable selling restrictions including, without limitation, those of the United States of America, Germany, the United Kingdom and Japan (see “Selling Restrictions” below).
<b>Governing Law:</b>	The ECP Notes will be governed by and construed in accordance with English law. The USCP Notes and the Guarantee will be governed by and construed in accordance with New York law.

## **BAYER AKTIENGESELLSCHAFT**

Information on Bayer Aktiengesellschaft (“Bayer AG”) and its related companies, including Bayer Corporation (the “Group”), for any purchaser or prospective purchaser of Notes issued or to be issued under the Programme, is contained in the most recent audited annual financial reports on Form 20-F of Bayer AG filed with the United States Securities and Exchange Commission (the “SEC”) under the United States Securities and Exchange Act of 1934, as amended (the “Exchange Act”) and each periodic report on Form 6-K filed by Bayer AG with the SEC under the Exchange Act since the most recent Form 20-F. Such reports, when published, can be downloaded from the website of the SEC, which is at the date of this Information Memorandum: [www.sec.gov/edgar/searchedgar/webusers.htm](http://www.sec.gov/edgar/searchedgar/webusers.htm). Neither any of these reports nor any other information available from the aforementioned website forms part of this Information Memorandum.

## **BAYER CORPORATION**

Bayer Corporation is a wholly-owned subsidiary of Bayer AG.

## SELLING RESTRICTIONS

### 1. General

All applicable laws and regulations must be observed in any jurisdiction in which Notes may be offered, sold or delivered. No person may directly or indirectly offer, sell, resell, reoffer or deliver Notes or distribute any document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

### 2. The United States of America

#### *(a) Provisions applicable to ECP Notes*

The ECP Notes and the Guarantee have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has agreed that it will not offer or sell any ECP Notes within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Rule 903 of Regulation S under the Securities Act, and that it will send to each dealer to which it sells ECP Notes a confirmation or other notice setting forth the restrictions on offers and sales of the ECP Notes within the United States or to, or for the account or benefit of, U.S. persons.

#### *(b) Provisions applicable to the USCP Notes*

The USCP Notes and the Guarantee have not been registered under the Securities Act or any other applicable securities law, and offers and sales thereof may be made only in compliance with an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws. Each Dealer has agreed that it will offer or sell USCP Notes only to a purchaser that is either (A) an Institutional Accredited Investor and that either is purchasing USCP Notes for its own account, is a U.S. bank (as defined in Section 3(a)(2) of the Securities Act) or a savings and loan association or other institution (as defined in Section 3(a)(5)(A) of the Securities Act) acting in its individual or fiduciary capacity or is a fiduciary or agent (other than a U.S. bank or savings and loan association) purchasing USCP Notes for one or more accounts each of which is such an Institutional Accredited Investor with respect to which such purchaser has sole investment discretion, or (B) a QIB which is acquiring USCP Notes for its own account or for one or more accounts, each of which is a QIB and with respect to each of which the purchaser has sole investment discretion.

### 3. The United Kingdom

In relation to each issue of Notes, the Dealer purchasing such Notes has represented, warranted and undertaken to the relevant Issuer that:

- (a) in relation to any Notes having a maturity of less than one year:
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
  - (ii) it has not offered or sold and will not offer or sell any such Notes other than to persons:
    - (1) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
    - (2) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the

issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### **4. Federal Republic of Germany**

Each Dealer confirms that it is aware of the fact that no selling prospectus (*Verkaufsprospekt*) has been or will be published in respect of the Programme and the Notes to be issued thereunder and that it will comply with the German Securities Selling Prospectus Act (*Wertpapier-Verkaufsprospektgesetz*) of 13 December, 1990 (as amended).

#### **5. Japan**

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan and, accordingly, each Dealer has undertaken that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## **TRANSFER RESTRICTIONS**

By its acceptance of a USCP Note, the purchaser thereof shall be deemed to agree that any resale or other transfer thereof will be made only (A) in a transaction exempt from registration under the Securities Act, either (i) to the relevant Issuer or to Credit Suisse First Boston LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated or another person designated by the Issuer as a Dealer for the USCP Notes (collectively, the “Dealers”), none of which shall have any obligation to acquire such USCP Note, (ii) through a Dealer to an Institutional Accredited Investor or a QIB, or (iii) to a QIB in a transaction that meets the requirements of Rule 144A and (B) in minimum amounts of U.S.\$500,000.

By its acceptance of a USCP Note, the purchaser will be deemed to represent, warrant and agree that it has been afforded an opportunity to investigate matters relating to the relevant Issuer and the USCP Notes, that it is not acquiring such USCP Note with a view to any distribution thereof and that it is either (A) an Institutional Accredited Investor and that either is purchasing USCP Notes for its own account, is a U.S. Bank (as defined in Section 3(a)(2) of the Securities Act) or a savings and loan association or other institution (as defined in Section 3(a)(5)(A) of the Securities Act) acting in its individual or fiduciary capacity or is a fiduciary or agent (other than a U.S. Bank or savings and loan association) purchasing USCP Notes for one or more accounts each of which is such an Institutional Accredited Investor and with respect to which such purchaser has sole investment discretion, or (B) a QIB which is acquiring Notes for its own account or for one or more accounts, each of which is a QIB and with respect to each of which the purchaser has sole investment discretion; and the purchaser acknowledges that it is aware that the seller may rely upon the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A.

# FORM OF ECP NOTES

## ECP Multicurrency Global Note (Interest Bearing/Discounted/Index-Linked)\*

[BAYER AKTIENGESELLSCHAFT/BAYER CORPORATION]

No: \_\_\_\_\_ Series No.: \_\_\_\_\_  
Issued in London on: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
Specified Currency: \_\_\_\_\_ Denomination:<sup>1</sup> \_\_\_\_\_  
Nominal Amount: \_\_\_\_\_ Reference Rate: LIBOR/EURIBOR<sup>3</sup>  
(words and figures if a Sterling Note)  
Calculation Agent:<sup>4</sup> \_\_\_\_\_  
Fixed Interest Rate:<sup>6</sup> \_\_\_\_\_ % per annum Margin:<sup>7</sup> \_\_\_\_\_ %  
Calculation Agent:<sup>7</sup> \_\_\_\_\_ Interest Payment Dates:<sup>8</sup> \_\_\_\_\_  
(Interest)  
Discount Rate:<sup>9</sup> \_\_\_\_\_ % per annum Optional Redemption:<sup>10</sup> \_\_\_\_\_ Yes

1. For value received, [Bayer Aktiengesellschaft/Bayer Corporation] (the "**Issuer**") promises to pay to the bearer of this ECP Global Note on the above-mentioned Maturity Date (unless previously redeemed in accordance with paragraph 2 below):

- (a) the above-mentioned Nominal Amount; or
- (b) if this ECP Global Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this ECP Global Note and/or is available for inspection at the offices of the Principal Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an amended and restated issue and paying agency agreement dated 6 August 2004 between the Issuer, [Bayer Aktiengesellschaft/Bayer Corporation] and JPMorgan Chase Bank as issue agent (the "**Issue Agent**") and as principal paying agent (the "**Principal Paying Agent**") and the other paying agents referred to therein (together with the Principal Paying Agent, the "**Paying Agents**"), a copy of which is available for inspection at the offices of the Principal Paying Agent at Trinity Tower, 9 Thomas More Street, London E1W 1YT, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this ECP Global Note at the specified office of any Paying Agent by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer in the principal financial centre in the country of that currency or, in the case of an ECP Global Note denominated in euro, by euro cheque drawn on, or by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. Payment will not be made pursuant to presentation of this Note within the United States or by the making of any other demand for payment within the United States. Payments also will not be made by mail to an address in the United States or by transfer to an account in the United States (unless the payee is an exempt recipient described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(i) and is also a financial institution described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(ii) that is receiving such payment as a step in the clearance of funds and such interest is promptly credited to an account maintained outside the United States for such financial institution or for persons for which the financial institution has collected such interest). By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder) and that it is not acting on behalf of a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder).

2. If the Optional Redemption condition is specified on this ECP Global Note as being applicable, the Issuer shall be entitled to redeem this ECP Global Note on the redemption date(s) and at the redemption amount(s) set forth in the supplementary conditions attached hereto (the "**Supplementary Conditions**") upon giving notice not less than the number of Business Days (as defined in paragraph 15 below) specified in the Supplementary Conditions prior to the relevant redemption date.

3. This ECP Global Note is issued in representation of an issue of ECP Notes in the above-mentioned aggregate Nominal Amount.

4. All payments in respect of this ECP Global Note shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding, for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in [Germany/the United States] or any political subdivision or taxing authority thereof or therein ("**Taxes**"). If the Issuer is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts ("**Additional Amounts**") as shall be necessary in order that the net amounts received by the bearer of this ECP Global Note or the holder or beneficial owner of any interest herein or rights in respect hereof after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such Additional Amounts shall be payable:

- (a) for the account of the bearer of this ECP Global Note on account of Taxes that would not have been so imposed, levied, collected or withheld by [Germany/the United States] or any political subdivision or taxing authority thereof or therein but for the bearer (or the fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such bearer, if such bearer is an estate, trust, partnership or corporation) having some present or former connection with [Germany/the United States] or any political subdivision or territory or possession thereof or therein or area subject to such jurisdiction other than the mere holding of and payment in respect of this ECP Global Note;
- (b) in respect of any Tax, deduction or withholding which would not have been required but for the presentation by the bearer of this ECP Global Note for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment hereof is duly provided for, whichever occurs later;
- (c) on account of any Tax which would not have been imposed or withheld if such bearer had provided information or satisfied other applicable certification or reporting requirements concerning the nationality, residence or identity of the bearer, made a declaration of nonresidence or other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of which that bearer would have been able to avoid such Tax;
- (d) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

\* Delete as appropriate.

<sup>1</sup> Commercial Paper issued by Bayer Corporation must have a minimum denomination of U.S.\$500,000 (or the equivalent in other currencies).

<sup>3</sup> Delete as appropriate. The reference rate will be LIBOR unless this ECP Global Note is denominated in euro and the Issuer and the relevant Dealer agree that the reference rate should be EURIBOR.

<sup>4</sup> Complete for Index Linked Notes only.

<sup>6</sup> Complete for fixed rate interest bearing Notes only.

<sup>7</sup> Complete for floating rate interest bearing Notes only.

<sup>8</sup> Complete for interest bearing Notes.

<sup>9</sup> Complete only for Notes not expressed to bear interest (Discount Notes).

<sup>10</sup> If "yes" is marked then Optional Redemption conditions must be attached to this ECP Global Note. Not applicable if "yes" is not marked.

- (e) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this ECP Global Note to another Paying Agent in a Member State of the European Union.

In the event that any legal provision of whatsoever nature should be enacted or made in [Germany/the United States], or changed in its application or interpretation, to the effect that any Additional Amounts would be owed in respect of this ECP Global Note, provided that not less than 30 days remain to the Maturity Date the Issuer shall be entitled, upon giving not less than 30 days' notice, to redeem this ECP Global Note at its Nominal Amount together with accrued interest thereon calculated until the date of redemption or, if this ECP Global Note is not expressed to bear interest, at an amount which together with interest accrued on such amount at the Money Market Yield from (and including) the date of redemption to (but excluding) the Maturity Date would be equal to the Nominal Amount. The Money Market Yield will be a yield calculated in accordance with the following:

- (a) in the case of Sterling Notes:

$$\text{Money Market Yield} = ((\text{Discount Rate} \times 365) / (365 - (\text{Discount Rate} \times M))) \times 100; \text{ and}$$

- (b) in the case of Notes other than Sterling Notes:

$$\text{Money Market Yield} = ((\text{Discount Rate} \times 360) / (360 - (\text{Discount Rate} \times M))) \times 100$$

where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.

5. The payment obligation of the Issuer represented by this ECP Global Note constitutes and at all times shall constitute unsecured obligations of the Issuer ranking *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer including any guarantees given by the Issuer, other than obligations preferred by mandatory provisions of law.
6. If the due date for any payment of principal and/or interest in respect of this ECP Global Note is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this ECP Global Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used in this ECP Global Note:

**"Payment Business Day"** means any day other than a Saturday or Sunday which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (B) either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the above-mentioned Specified Currency is euro, a day which is a TARGET Business Day; and

**"TARGET Business Day"** means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

7. This ECP Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
8. This ECP Global Note is issued in respect of an issue of ECP Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer ECP Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date):
- (a) if the Clearing System(s) in which this ECP Global Note is held at the relevant time is closed for a continuous period of 14 days (other than by reason of public holidays); or
- (b) if default is made in the payment of any amount payable in respect of this ECP Global Note .

Upon presentation and surrender of this ECP Global Note during normal business hours to the Issuer at the specified office of any Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Issue Agent shall authenticate and deliver, in exchange for this ECP Global Note, bearer definitive notes denominated in the above-mentioned Specified Currency in an aggregate nominal amount equal to the Nominal Amount of this ECP Global Note.

9. If, upon any such default and following such surrender, definitive ECP Notes are not issued in full exchange for this ECP Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this ECP Global Note (including the obligation hereunder to issue definitive notes) will become void and the bearer will have no further rights under this ECP Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 9 August 2000 entered into by the Issuer).
10. If the Issuer of this ECP Global Note is Bayer Corporation then this ECP Global Note has the benefit of a guarantee agreement dated 15 April 2003 between Bayer Aktiengesellschaft and Bayer Corporation, copies of which are available for inspection during normal business hours at the offices of the Paying Agents referred to above.
11. If this is an interest bearing ECP Global Note, then:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this ECP Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and
- (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this ECP Global Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment.
12. If this is a fixed rate interest bearing ECP Global Note, interest shall be calculated on the Nominal Amount as follows:
- (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this ECP Global Note is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **"Interest Period"** for the purposes of this paragraph.
13. If this is a floating rate interest bearing ECP Global Note, interest shall be calculated on the Nominal Amount as follows:
- (a) in the case of an ECP Global Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this ECP Global Note is denominated in Sterling, 365 days.

As used in this ECP Global Note:

**"LIBOR"** shall be equal to the rate defined as "LIBOR-BBA" in respect of the above-mentioned Specified Currency (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this ECP Global Note, (the **"ISDA Definitions"**)) except that the reference therein to "Telerate page 3750" shall be deemed to be to Reuters Screen page LIBOR01 as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period or, if this ECP Global Note is denominated in Sterling, on the first day thereof (a **"LIBOR Interest Determination Date"**); and

**"London Banking Day"** shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

- (b) in the case of an ECP Global Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the above-mentioned Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this ECP Global Note, "EURIBOR" shall be equal to EUR-EURIBOR-TELERATE (as defined in the ISDA Definitions except that the reference therein to "Telerate page 248" shall be deemed to be to Reuters Screen page EURIBOR01) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "EURIBOR Interest Determination Date");

- (c) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "Amount of Interest") for the relevant Interest Period. "Rate of Interest" means (A) if the Reference Rate is EURIBOR, the rate which is determined in accordance with the provisions of paragraph 13(b), and (B) in any other case, the rate which is determined in accordance with the provisions of paragraph 13(a). The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this ECP Global Note is denominated in Sterling, by 365 and rounding the resulting figure to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;
- (d) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;
- (e) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an "Interest Period" for the purposes of this paragraph; and
- (f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the Clearing System(s) in which this ECP Global Note is held at the relevant time or, if this ECP Global Note has been exchanged for bearer definitive ECP Notes pursuant to paragraph 8, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*).
14. In the case of a Discount Note, the Issue Price will be calculated in accordance with the following:
- (a) in the case of Sterling Notes:  
Issue Price = Nominal Amount x (1 - (Discount Rate x M/365)); and
- (b) in the case of Notes other than Sterling Notes:  
Issue Price = Nominal Amount x (1 - (Discount Rate x M/360)),  
where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.
15. Instructions for payment must be received at the specified office of any Paying Agent together with this ECP Global Note as follows:
- (a) if this ECP Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
- (b) if this ECP Global Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
- (c) in all other cases, at least one Business Day prior to the relevant payment date.
- As used in this paragraph and paragraph 2 above, "Business Day" means:
- (i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and
- (ii) in the case of payments in euro, a TARGET Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.
16. If European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 is brought into force, the Issuer will ensure that it maintains a Paying Agent in a European Union member state that will not be obliged to withhold or deduct tax pursuant to such Directive or any law implementing or complying with, or introduced to conform to, such Directive.
17. This ECP Global Note shall not be validly issued unless manually authenticated by JPMorgan Chase Bank as issue agent.
18. This ECP Global Note is governed by, and shall be construed in accordance with, English law.
19. (a) *Jurisdiction*: The Issuer agrees for the benefit of the bearer that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this ECP Global Note (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.
- (b) *Appropriate forum*: The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.
- (c) *Service of process*: The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Law Debenture, Corporate Services Limited, Princes House, 95 Gresham St., London, EC2V 7LY or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law.
- (d) *Non-exclusivity*: The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the bearer to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.
20. No person shall have any right to enforce any provision of this ECP Global Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED by**  
**JPMorgan Chase Bank**

Without recourse, warranty or liability and for authentication purposes only

By: \_\_\_\_\_  
(Authorised Signatory)

**[Bayer Aktiengesellschaft/Bayer Corporation]**

By: \_\_\_\_\_  
(Authorised Signatory)

[By: \_\_\_\_\_]  
(Authorised Signatory)

**SCHEDULE  
Payments of Interest**

The following payments of interest in respect of this ECP Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation by or on behalf of Principal Paying Agent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Pro-forma Redemption or Interest Calculation  
(Index linked ECP Global Note)**

This is the Redemption or Interest Calculation relating to the attached index-linked ECP Global Note:

Calculation Date:

Calculation Agent:

Redemption Amount:

to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

Note: The Calculation Agent is required to notify the Principal Paying Agent for the ECP Notes of the Redemption Amount immediately upon completing its calculation of the same.

**Pro-forma Supplementary Conditions  
for ECP Global Notes subject to Optional Redemption**

This is the Redemption relating to the attached optional redemption ECP Note:

Notice Period: \_\_\_\_\_ Business days

Redemption Date(s)

Redemption Amount(s)

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

**Form of ECP Definitive Note**  
**(Interest Bearing/Discounted/Index-Linked)**  
**(Non-Sterling)**  
**[Bayer Aktiengesellschaft/Bayer Corporation]**

No: \_\_\_\_\_ Series No.: \_\_\_\_\_  
 Issued in London on: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 Specified Currency: \_\_\_\_\_ Denomination:<sup>1</sup> \_\_\_\_\_  
 Nominal Amount: \_\_\_\_\_ Reference Rate: LIBOR/EURIBOR<sup>2</sup>  
 Calculation Agent:<sup>3</sup> \_\_\_\_\_ Fixed Interest Rate:<sup>4</sup> \_\_\_\_\_ % per annum  
 (*Principal*) (*Interest*)  
 Margin:<sup>5</sup> \_\_\_\_\_ % Calculation Agent:<sup>5</sup> \_\_\_\_\_  
 Interest Payment Dates:<sup>6</sup> \_\_\_\_\_ Optional Redemption:<sup>7</sup> \_\_\_\_\_ Yes  
 Discount Rate<sup>8</sup> \_\_\_\_\_ % per annum

1. For value received, [Bayer Aktiengesellschaft/Bayer Corporation] (the "**Issuer**") promises to pay to the bearer of this ECP Note on the above-mentioned Maturity Date (unless previously redeemed in accordance with paragraph 2 below):
- (a) the above-mentioned Nominal Amount; or
  - (b) if this ECP Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this ECP Note and/or is available for inspection at the offices of the Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an amended and restated issue and paying agency agreement dated 6 August 2004 between the Issuer, [Bayer Aktiengesellschaft/Bayer Corporation] and JPMorgan Chase Bank as issue agent (the "**Issue Agent**") and as principal paying agent (the "**Principal Paying Agent**") and the other paying agents referred to therein (together with the Principal Paying Agent, the "**Paying Agents**"), a copy of which is available for inspection at the offices of the Principal Paying Agent at Trinity Tower, 9 Thomas More Street, London E1W 17T and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this ECP Note at the specified office of any Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer in the principal financial centre in the country of that currency or, in the case of a Note denominated in euro, by euro cheque drawn on, or by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union. Payment will not be made pursuant to presentation of this Note within the United States or by the making of any other demand for payment within the United States. Payments also will not be made by mail to an address in the United States or by transfer to an account in the United States (unless the payee is an exempt recipient described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(ii) and is also a financial institution described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(iii) that is receiving such payment as a step in the clearance of funds and such interest is promptly credited to an account maintained outside the United States for such financial institution or for persons for which the financial institution has collected such interest). By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder) and that it is not acting on behalf of a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder).

2. If the Optional Redemption condition is specified on this ECP Note as being applicable, the Issuer shall be entitled to redeem this ECP Note on the redemption date(s) and at the redemption amount(s) set forth in the supplementary conditions attached hereto (the "**Supplementary Conditions**") upon giving notice not less than the number of Business Days (as defined in paragraph 12 below) specified in the Supplementary Conditions prior to the relevant redemption date.
3. All payments in respect of this ECP Note shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding, for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in [Germany/ the United States] or any political subdivision or taxing authority thereof or therein ("**Taxes**"). If the Issuer is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts ("**Additional Amounts**") as shall be necessary in order that the net amounts received by the bearer of this ECP Note or the holder or beneficial owner of any interest herein or rights in respect hereof after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such Additional Amounts shall be payable:
- (a) for the account of the bearer of this ECP Note on account of Taxes that would not have been so imposed, levied, collected or withheld by [Germany/ the United States] or any political subdivision or taxing authority thereof or therein but for the bearer (or the fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such bearer, if such bearer is an estate, trust, partnership or corporation) having some present or former connection with [Germany/the United States] or any political subdivision or territory or possession thereof or therein or area subject to such jurisdiction other than the mere holding of and payment in respect of this ECP Note;
  - (b) in respect of any Tax, deduction or withholding which would not have been required but for the presentation by the bearer of this ECP Note for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment hereof is duly provided for, whichever occurs later;
  - (c) on account of any Tax which would not have been imposed or withheld if such bearer had provided information or satisfied other applicable certification or reporting requirements concerning the nationality, residence or identity of the bearer, made a declaration of nonresidence or other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of which that bearer would have been able to avoid such Tax;
  - (d) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or
  - (e) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this ECP Note to another Paying Agent in a Member State of the European Union.

In the event that any legal provision of whatsoever nature should be enacted or made in [Germany/the United States], or changed in its application or interpretation, to the effect that any Additional Amounts would be owed in respect of this ECP Note, provided that not less than 30 days remain to the Maturity Date the Issuer shall be entitled, upon giving not less than 30 days' notice, to redeem this ECP Note at its Nominal Amount together with accrued interest thereon calculated until the date of redemption or, if this ECP Note is not expressed to bear interest, at an amount which together with interest accrued on such amount at the Money Market Yield from (and including) the date of redemption to (but excluding) the Maturity Date would be equal to the Nominal Amount. The Money Market Yield will be a yield calculated in accordance with the following formula:

<sup>1</sup> Commercial Paper issued by Bayer Corporation must have a minimum denomination of U.S.\$500,000 (or the equivalent in other currencies).  
<sup>2</sup> Delete as appropriate. The reference rate will be LIBOR unless this ECP Note is denominated in euro and the Issuer and the relevant Dealer agree that the reference rate should be EURIBOR.  
<sup>3</sup> Complete for Index Linked Notes only.  
<sup>4</sup> Complete for fixed rate interest bearing Notes only.  
<sup>5</sup> Complete for floating rate interest bearing Notes only.  
<sup>6</sup> Complete for interest bearing Notes.  
<sup>7</sup> If "yes" is marked then Optional Redemption conditions must be attached to this ECP Note. Not applicable if "yes" is not marked.  
<sup>8</sup> Complete only for Notes not expressed to bear interest (Discount Notes).

Money Market Yield =  $\left(\frac{\text{Discount Rate} \times 360}{360 - (\text{Discount Rate} \times M)}\right) \times 100$  where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.

4. The payment obligation of the Issuer represented by this ECP Note constitutes and at all times shall constitute unsecured obligations of the Issuer ranking *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer including any guarantees given by the Issuer, other than obligations preferred by mandatory provisions of law.
5. If the due date for any payment of principal and/or interest in respect of this ECP Note is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this ECP Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used in this ECP Note:

**"Payment Business Day"** means any day other than a Saturday or Sunday which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (B) either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the above-mentioned Specified Currency is euro, a day which is a TARGET Business Day; and

**"TARGET Business Day"** means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

6. This ECP Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
7. If the Issuer of this ECP Note is Bayer Corporation then this ECP Note has the benefit of a guarantee agreement dated 15 April 2003 between Bayer Aktiengesellschaft and Bayer Corporation, copies of which are available for inspection during normal business hours at the offices of the Paying Agents referred to above.
8. If this is an interest bearing ECP Note, then:
  - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this ECP Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this ECP Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment.
9. If this is a fixed rate interest bearing ECP Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **"Interest Period"** for the purposes of this paragraph.
10. If this is a floating rate interest bearing ECP Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) in the case of a Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this ECP Note:

**"LIBOR"** shall be equal to the rate defined as "LIBOR-BBA" in respect of the above-mentioned Specified Currency (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this ECP Note, (the **"ISDA Definitions"**)) except that the reference therein to "Telerate page 3750" shall be deemed to be to Reuters Screen page LIBOR01 as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period (a **"LIBOR Interest Determination Date"**); and

**"London Banking Day"** shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

- (b) in the case of a Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the above-mentioned Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this ECP Note, **"EURIBOR"** shall be equal to EUR-EURIBOR-Telerate (as defined in the ISDA Definitions except that the reference therein to "Telerate page 248" shall be deemed to be to Reuters Screen page EURIBOR01) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a **"EURIBOR Interest Determination Date"**);

- (c) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the **"Amount of Interest"**) for the relevant Interest Period. **"Rate of Interest"** means (A) if the Reference Rate is EURIBOR, the rate which is determined in accordance with the provisions of paragraph 10(b), and (B) in any other case, the rate which is determined in accordance with the provisions of paragraph 10(a). The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one ECP Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 and rounding the resulting figure to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;
- (d) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;
- (e) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **"Interest Period"** for the purposes of this paragraph; and
- (f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*).

11. In the case of a Discount Note, the Issue Price will be calculated in accordance with the following formula:  
Issue Price = Nominal Amount  $\times \left(1 - \frac{\text{Discount Rate} \times (M/360)}{100}\right)$  where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.

12. Instructions for payment must be received at the specified office of any Paying Agent together with this ECP Note as follows:
  - (a) if this ECP Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
  - (b) if this ECP Note is denominated in United States dollars, Canadian dollars, on or prior to the relevant payment date; and
  - (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph and paragraph 2 above, **"Business Day"** means:

- (i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and
- (ii) in the case of payments in euro, a TARGET Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

13. If European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 is brought into force, the Issuer will ensure that it maintains a Paying Agent in a European Union member state that will not be obliged to withhold or deduct tax pursuant to such Directive or any law implementing or complying with, or introduced to conform to, such Directive.
14. This ECP Note shall not be validly issued unless manually authenticated by JPMorgan Chase Bank as issue agent.
15. This ECP Note is governed by, and shall be construed in accordance with, English law.
16.
  - (a) *Jurisdiction*: the Issuer agrees for the benefit of the bearer that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this ECP Note (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts.
  - (b) *Appropriate forum*: The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.
  - (c) *Service of process*: The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Law Debenture, Corporate Services Limited, Princes House, 95 Gresham St., London, EC2V 7LY or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law.
  - (d) *Non-exclusivity*: The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the bearer to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.
17. No person shall have any right to enforce any provision of this ECP Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED** by  
**JPMorgan Chase Bank**

Without recourse, warranty or liability and for authentication purposes only

By: \_\_\_\_\_  
(Authorised Signatory)

**[Bayer Aktiengesellschaft/Bayer Corporation]**

By: \_\_\_\_\_  
(Authorised Signatory)

[By: \_\_\_\_\_ ]  
(Authorised Signatory)

**SCHEDULE  
Payments of Interest**

The following payments of interest in respect of this ECP Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation by or on behalf of Principal Paying Agent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Pro-forma Redemption or Interest Calculation  
(Index linked Note)**

This is the Redemption or Interest Calculation relating to the attached index-linked ECP Global Note:

Calculation Date:

Calculation Agent:

Redemption Amount:

to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

Note: The Calculation Agent is required to notify the Principal Paying Agent for the ECP Notes of the Redemption Amount immediately upon completing its calculation of the same.

**Pro-forma Supplementary Conditions for ECP Notes subject to Optional Redemption**

This is the Redemption relating to the attached optional redemption ECP Note:

Notice Period: \_\_\_\_\_ Business days

Redemption Date(s)

Redemption Amount(s)

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

**Form of ECP Definitive Note**

**(for use where the Issuer accepts the proceeds of issue in the United Kingdom)**

**£[100,000][500,000][1,000,000]**

**[BAYER AKTIENGESELLSCHAFT/BAYER CORPORATION]**

No: \_\_\_\_\_ Series No.: \_\_\_\_\_  
Issued in London on: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
Denomination:<sup>1</sup> \_\_\_\_\_ Nominal Amount: \_\_\_\_\_  
(words and figures)  
Calculation Agent:<sup>2</sup> \_\_\_\_\_  
Fixed Interest Rate:<sup>3</sup> \_\_\_\_\_ % per annum Margin:<sup>4</sup> \_\_\_\_\_ %  
Calculation Agent:<sup>5</sup> \_\_\_\_\_ Interest Payment Dates:<sup>5</sup> \_\_\_\_\_  
(Interest)  
Discount Rate:<sup>6</sup> \_\_\_\_\_ % per annum Optional Redemption:<sup>7</sup> \_\_\_\_\_ Yes

1. For value received, [Bayer Aktiengesellschaft/Bayer Corporation] (the "**Issuer**") promises to pay to the bearer of this ECP Note on the above-mentioned Maturity Date (unless previously redeemed in accordance with paragraph 2 below):

- (a) the above-mentioned Nominal Amount; or
- (b) if this ECP Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this ECP Note and/or is available for inspection at the offices of the Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified on the front of this ECP Note and in the manner specified on the reverse of this ECP Note.

All such payments shall be made in accordance with an amended and restated issue and paying agency agreement dated 6 August 2004 between the Issuer, [Bayer Aktiengesellschaft/Bayer Corporation] and JPMorgan Chase Bank as issue agent (the "**Issue Agent**") and as principal paying agent (the "**Principal Paying Agent**") and the other paying agents referred to therein (together with the Principal Paying Agent, the "**Paying Agents**"), a copy of which is available for inspection at the offices of the Principal Paying Agent at Trinity Tower, 9 Thomas More Street, London E1W 17T and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this ECP Note at the offices of any Paying Agent referred to above by transfer to a sterling account maintained by the bearer in London. Payment will not be made pursuant to presentation of this Note within the United States or by the making of any other demand for payment within the United States. Payments also will not be made by mail to an address in the United States or by transfer to an account in the United States (unless the payee is an exempt recipient described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(ii)) and is also a financial institution described in U.S. Treasury Regulations Section 1.6049-4(c)(1)(ii) that is receiving such payment as a step in the clearance of funds and such interest is promptly credited to an account maintained outside the United States for such financial institution or for persons for which the financial institution has collected such interest). By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder) and that it is not acting on behalf of a United States person (other than an exempt recipient described in sec. 6049(b)(4) of the Internal Revenue Code and the regulations thereunder).

2. If the Optional Redemption condition is specified on this ECP Note as being applicable, the Issuer shall be entitled to redeem this ECP Note on the redemption date(s) and at the redemption amount(s) set forth in the supplementary conditions attached hereto (the "**Supplementary Conditions**") upon giving notice not less than the number of Business Days (as defined below) specified in the Supplementary Conditions prior to the relevant redemption date.

As used in this paragraph, "**Business Day**" means a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

3. All payments in respect of this ECP Note shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding, for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in [Germany/the United States] or any political subdivision or taxing authority thereof or therein ("**Taxes**"). If the Issuer is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts ("**Additional Amounts**") as shall be necessary in order that the net amounts received by the bearer of this ECP Note or the holder or beneficial owner of any interest herein or rights in respect hereof after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such Additional Amounts shall be payable:

- (a) for the account of the bearer of this ECP Note on account of Taxes that would not have been so imposed, levied, collected or withheld by [Germany/the United States] or any political subdivision or taxing authority thereof or therein but for the bearer (or the fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such bearer, if such bearer is an estate, trust, partnership or corporation) having some present or former connection with [Germany/the United States] or any political subdivision or territory or possession thereof or therein or area subject to such jurisdiction other than the mere holding of and payment in respect of this ECP Note;
- (b) in respect of any Tax, deduction or withholding which would not have been required but for the presentation by the bearer of this ECP Note for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment hereof is duly provided for, whichever occurs later;
- (c) on account of any Tax which would not have been imposed or withheld if such bearer had provided information or satisfied other applicable certification or reporting requirements concerning the nationality, residence or identity of the bearer, made a declaration of nonresidence or other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of which that bearer would have been able to avoid such Tax;
- (d) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (e) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this ECP Note to another Paying Agent in a Member State of the European Union.

In the event that any legal provision of whatsoever nature should be enacted or made in [Germany/the United States], or changed in its application or interpretation, to the effect that any Additional Amounts would be owed in respect of this ECP Note, provided that not less than 30 days remain to the Maturity Date the Issuer shall be entitled, upon giving not less than 30 days' notice, to redeem this ECP Note at its Nominal Amount together with accrued

<sup>1</sup> Commercial Paper issued by Bayer Corporation must have a minimum denomination of U.S.\$500,000 (or the equivalent in other currencies).

<sup>2</sup> Complete for Index Linked Notes only.

<sup>4</sup> Complete for floating rate interest bearing Notes only.

<sup>4</sup> Complete for floating rate interest bearing Notes only.

<sup>5</sup> Complete for interest bearing Notes.

<sup>6</sup> Complete only for Notes not expressed to bear interest (Discount Notes).

<sup>7</sup> If "yes" is marked then Optional Redemption conditions must be attached to this ECP Note. Not applicable if "yes" is not marked.

interest thereon calculated until the date of redemption or, if this ECP Note is not expressed to bear interest, at an amount which together with interest accrued on such amount at the Money Market Yield from (and including) the date of redemption to (but excluding) the Maturity Date would be equal to the Nominal Amount. The Money Market Yield will be a yield calculated in accordance with the following formula:

Money Market Yield =  $((\text{Discount Rate} \times 365) / (365 - (\text{Discount Rate} \times M))) \times 100$ , where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.

4. The payment obligation of the Issuer represented by this ECP Note constitutes and at all times shall constitute unsecured obligations of the Issuer ranking *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer including any guarantees given by the Issuer, other than obligations preferred by mandatory provisions of law.
5. If the due date for any payment of principal and/or interest in respect of this ECP Note is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this ECP Note shall not be entitled to any interest or other sums in respect of such postponed payment. As used in this ECP Note, "**Payment Business Day**" means any day other than a Saturday or Sunday which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business in London.
6. This ECP Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
7. If European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 is brought into force, the Issuer will ensure that it maintains a Paying Agent in a European Union member state that will not be obliged to withhold or deduct tax pursuant to such Directive or any law implementing or complying with, or introduced to conform to, such Directive.
8. If the Issuer of this ECP Note is Bayer Corporation then this ECP Note has the benefit of a guarantee agreement dated 15 April 2003 between Bayer Aktiengesellschaft and Bayer Corporation, copies of which are available for inspection during normal business hours at the offices of the Paying Agents referred to above.
9. This ECP Note shall not be validly issued unless manually authenticated by JPMorgan Chase Bank as issue agent.
10. This ECP Note is governed by, and shall be construed in accordance with, English law.
11.
  - (a) *Jurisdiction*: The Issuer agrees for the benefit of the bearer that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this ECP Note (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.
  - (b) *Appropriate forum*: The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.
  - (c) *Service of process*: The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Law Debenture, Corporate Services, Princes House, 95 Gresham St., London, EC2V 7LY or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the offices of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law.
  - (d) *Non-exclusivity*: The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the bearer to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.
12. No person shall have any right to enforce any provision of this ECP Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED** by  
**JPMorgan Chase Bank**

Without recourse, warranty or liability and for authentication purposes only

By: \_\_\_\_\_  
(Authorised Signatory)

**[Bayer Aktiengesellschaft/Bayer Corporation]**

By: \_\_\_\_\_  
(Authorised Signatory)

[By: \_\_\_\_\_]  
(Authorised Signatory)

[On the Reverse]

- (A) If this is an interest bearing ECP Note, then:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this ECP Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this ECP Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment.
- (B) If this is a fixed rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:
- (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest penny (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an "**Interest Period**" for the purposes of this paragraph (B).
- (C) If this is a floating rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:
- (a) the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days. As used in this ECP Note, "**LIBOR**" shall be equal to the rate defined as "LIBOR-BBA" in respect of Sterling (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this ECP Note, except that the reference therein to "Telerate page 3750" shall be deemed to be to Reuters screen page LIBOR01) as at 11.00 a.m. (London time) or as near thereto as practicable on the first day of the relevant Interest Period.
  - (b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on the first day of the relevant Interest Period, determine the Rate of Interest and calculate the amount of interest payable (the "**Amount of Interest**") for the relevant Interest Period. "**Rate of Interest**" means the rate which is determined in accordance with the provisions of sub-paragraph (a) above. The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 365 and rounding the resulting figure to the nearest penny. The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;
  - (c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;
  - (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an "**Interest Period**" for the purposes of this paragraph (C); and
  - (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*).
- (D) In the case of a Discount Note, the Issue Price will be calculated in accordance with the following formula:
- Issue Price = Nominal Amount x (1 - (Discount Rate x (M/365))) where "M" refers to the actual number of days in the interest period for which interest is being calculated and the Discount Rate is expressed as a decimal.

**SCHEDULE  
Payments of Interest**

The following payments of interest in respect of this ECP Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation by or on behalf of Principal Paying Agent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Pro-forma Redemption or Interest Calculation  
(Index Linked Note)**

This is the Redemption or Interest Calculation relating to the attached index-linked ECP Global Note:

Calculation Date:

Calculation Agent:

Redemption Amount:

to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

Note: The Calculation Agent is required to notify the Principal Paying Agent for the ECP Notes of the Redemption Amount immediately upon completing its calculation of the same.

**Pro-forma Supplementary Conditions**

Notice Period: \_\_\_\_\_ Business days

Redemption Date(s)

Redemption Amount(s)

Confirmed:

\_\_\_\_\_  
[Bayer Aktiengesellschaft/Bayer Corporation]

## TERMS OF USCP NOTES

*The following is the text of the terms of the USCP Notes as they will appear on the reverse of the USCP Master Note*

### 1. General

- (a) The obligations of the Issuer evidenced hereby (each a “Note”) are represented by one or more Master Notes (a “Master Note”) issued in the name of (or a nominee for) The Depository Trust Company (“DTC”).
- (b) Notes are issuable in denominations of US\$500,000 and any multiples of \$1,000 in excess thereof.

### 2. Payments

- (a) Payments of principal of and interest on obligations represented on this Note will be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.
- (b) The Issuer shall pay or cause to be paid all amounts payable in respect of each Note to DTC or a single nominee of DTC or, at the option of the Issuer, to such other persons as DTC may designate, by wire transfer of immediately available funds on the date such payments are due.
- (c) “Business Day” means any day other than a day on which banking institutions are authorised or required by law or regulation to be closed in New York City and, with respect to LIBOR Notes (as defined below), a day, other than a Saturday or Sunday, on which dealings in deposits in Dollars are carried on in the London interbank market and banking institutions in New York City are neither authorised nor required by law or regulation to be closed.

### 3. Interest

- (a) A Note will bear interest at a fixed rate (a “Fixed Rate Note”), which may be zero in the case of certain Notes issued at an issue price representing a discount from the principal amount payable at maturity (a “Discount Note”), or a floating rate (a “Floating Rate Note”).
- (b) The confirmation, including all supplements and addenda thereto, sent to each holder of a Note (the “Confirmation”) will describe the following terms: (i) whether such Note is a Fixed Rate Note or a Floating Rate Note and whether such Note is an Original Issue Discount Note (as defined below); (ii) the price (expressed either as a dollar amount or as a percentage of the aggregate principal amount thereof) at which such Note will be issued (the “Issue Price”); (iii) the date on which such Note will be issued (the “Issue Date”); (iv) the Maturity Date (as defined below); (v) if such Note is a Fixed Rate Note, the rate per annum at which such Note will bear interest, if any, the Interest Payment Period and the Interest Payment Dates; (vi) if such Note is a Floating Rate Note, the Base Rate, the Initial Interest Rate, the Interest Reset Period, the Interest Reset Dates, the Interest Payment Period, the Interest Payment Dates and the Spread and/or Spread Multiplier, if any (all as defined below), and any other terms relating to the particular method of calculating the interest rate for such Note; and (vii) whether such Note may be redeemed prior to the Maturity Date and, if so, the provisions relating to such redemption. “Original Issue Discount Note” means a Note which has a stated redemption price at the Maturity Date that exceeds its Issue Price by more than a specified *de minimis* amount and which the Confirmation indicates will be an “Original Issue Discount Note”.
- (c) Each Fixed Rate Note will bear interest from its Issue Date at the rate per annum specified in the Confirmation until the principal amount thereof is paid or made available for payment. Interest on each Fixed Rate Note will be payable as indicated in the Confirmation. Interest on Fixed Rate Notes, other than Discount Notes, will be computed on the basis of a 360-day year of twelve 30-day months. In case of a Discount Note, the Issue Price will be calculated upon the following formula:

Issue Price = Nominal Amount  $\times$  (1-Discount Rate  $\times$  actual number of days/360) where "Discount Rate" is the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal.

- (d) Each Floating Rate Note will bear interest from its Issue Date at its respective Initial Interest Rate. Thereafter, the interest rate on each Floating Rate Note for each Interest Reset Period (as defined below) will be determined by reference to an interest rate basis (a "Base Rate") plus or minus a number of basis points (one basis point equals one-hundredth of a percentage point) (the "Spread"), if any, and/or multiplied by a certain percentage (the "Spread Multiplier"), if any, until the principal thereof is paid or made available for payment. The Confirmation will designate one of the following Base Rates as applicable to the related Floating Rate Note: (a) the CD Rate (a "CD Rate Note"), (b) the Commercial Paper Rate (a "Commercial Paper Rate Note"), (c) the Federal Funds Rate (a "Federal Funds Rate Note"), (d) LIBOR (a "LIBOR Note"), (e) the Prime Rate (a "Prime Rate Note"), (f) the Treasury Rate (a "Treasury Rate Note") or (g) such other Base Rate as may be specified in such Confirmation. For any Floating Rate Note, the Index Maturity means the period of maturity of the instrument or obligation from which the Base Rate is calculated and will be specified in the Confirmation.

The interest rate on each Floating Rate Note will be reset daily, weekly, monthly, quarterly or semi-annually (the "Interest Reset Period"). The date or dates on which interest will be reset (each an "Interest Reset Date") will be indicated in the Confirmation. If any Interest Reset Date for any Floating Rate Note is not a Business Day, such Interest Reset Date will be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day. If a public auction for Treasury bills falls on a day that is an Interest Reset Date for Treasury Rate Notes, the Interest Reset Date shall be the following day that is a Business Day.

Interest on each Floating Rate Note will be payable monthly, quarterly or semi-annually (the "Interest Payment Period") and at maturity. The date or dates on which interest will be payable (each an "Interest Payment Date") will be indicated in the Confirmation.

If any Interest Payment Date for any Note (other than an Interest Payment Date occurring at maturity) would otherwise be a day that is not a Business Day, such Interest Payment Date shall be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day. If the maturity of a Floating Rate Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such maturity.

Interest payments on each Interest Payment Date for Floating Rate Notes will include accrued interest from and including the Issue Date or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, such Interest Payment Date. On the Maturity Date, the interest payable on a Floating Rate Note will include interest accrued to, but excluding, the Maturity Date. Accrued interest will be calculated by multiplying the principal amount of a Floating Rate Note by an accrued interest factor. This accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal) for each such day will be computed by dividing the interest rate applicable to such day by 360, in the cases where the Base Rate is CD Rate, Commercial Paper Rate, Federal Funds Rate, LIBOR or Prime Rate, or by the actual number of days in the year, in the case where the Base Rate is Treasury Rate. The interest rate in effect on each day will be (i) if such day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date (as defined below) pertaining to such Interest Reset Date, or (ii) if such day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date pertaining to the next preceding Interest Reset Date, subject in either case to any adjustment by a Spread and/or a Spread Multiplier; provided, however, that the interest rate in effect for the period from the Issue Date to the first Interest Reset Date specified in the Confirmation with respect to a Floating Rate Note will be the "Initial Interest Rate" specified in the Confirmation.

The “Interest Determination Date” will be as indicated in the Confirmation.

The “Calculation Date,” where applicable, shall be the Business Day preceding the applicable Interest Payment Date or date of maturity (the “Maturity Date”). Unless otherwise specified, references to time are to New York City time.

The Issuer shall specify in writing to the Paying Agent which party will be the calculation agent (the “Calculation Agent”) with respect to the Floating Rate Notes. The Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note to the Paying Agent as soon as the interest rate with respect to such Floating Rate Note has been determined and as soon as practicable after any change in such interest rate.

#### *CD Rate Notes*

Unless otherwise specified in the Confirmation, “CD Rate” means the rate on any Interest Determination Date for negotiable certificates of deposit having the Index Maturity as published by the Board of Governors of the Federal Reserve System (the “FRB”) in “Statistical Release H.15(519), Selected Interest Rates” or any successor publication of the FRB (“H.15(519)”) under the heading “CDs (Secondary Market)”.

If the above rate is not published in H.15(519) by 9:00 a.m. on the Calculation Date, the CD Rate will be the rate on such Interest Determination Date set forth in the daily update of H.15(519), available through the world wide website of the FRB at <http://www.bog.frb.fed.us/releases/h15/update>, or any successor site or publication (“H.15 Daily Update”) under the caption “CDs (Secondary Market)”.

If such rate is not published in either H.15(519) or H.15 Daily Update by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the CD Rate to be the arithmetic mean of the secondary market offered rates as of 10:00 a.m. on such Interest Determination Date of three leading nonbank dealers in negotiable U.S. dollar certificates of deposit in New York City selected by the Calculation Agent for negotiable certificates of deposit of major United States money center banks of the highest credit standing in the market for negotiable certificates of deposit with a remaining maturity closest to the Index Maturity in the denomination of \$5,000,000.

If the dealers selected by the Calculation Agent are not quoting as set forth above, the CD Rate will remain the CD Rate then in effect on such Interest Determination Date.

#### *Commercial Paper Rate Notes*

Unless otherwise specified in the Confirmation, “Commercial Paper Rate” means the Money Market Yield (calculated as described below) of the rate on any Interest Determination Date for commercial paper having the Index Maturity, as published in H.15(519) under the heading “Commercial Paper-Nonfinancial”.

If the above rate is not published in H.15(519) by 9:00 a.m. on the Calculation Date, then the Commercial Paper Rate will be the Money Market Yield of the rate on such Interest Determination Date for commercial paper of the Index Maturity as published in H.15 Daily Update under the heading “Commercial Paper-Nonfinancial”.

If by 3:00 p.m. on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, then the Calculation Agent will determine the Commercial Paper Rate to be the Money Market Yield of the arithmetic mean of the offered rates as of 11:00 a.m. on such Interest Determination Date of three leading dealers of commercial paper in New York City selected by the Calculation Agent for commercial paper of the Index Maturity placed for an industrial issuer whose bond rating is “AA,” or the equivalent, from a nationally recognised statistical rating agency.

If the dealers selected by the Calculation Agent are not quoting as mentioned above, the Commercial Paper Rate with respect to such Interest Determination Date will remain the Commercial Paper Rate then in effect on such Interest Determination Date.

“Money Market Yield” will be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal and “M” refers to the actual number of days in the interest period for which interest is being calculated.

#### *Federal Funds Rate Notes*

Unless otherwise specified in the Confirmation, “Federal Funds Rate” means the rate on any Interest Determination Date for Federal Funds as published in H.15(519) under the heading “Federal Funds (Effective)”.

If the above rate is not published in H.15(519) by 9:00 a.m. on the Calculation Date, the Federal Funds Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update under the heading “Federal Funds/(Effective)”.

If such rate is not published in either H.15(519) or H.15 Daily Update by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Federal Funds Rate to be the arithmetic mean of the rates for the last transaction in overnight Federal Funds arranged by each of three leading brokers of Federal Funds transactions in New York City selected by the Calculation Agent prior to 9:00 a.m. on such Interest Determination Date.

If the brokers selected by the Calculation Agent are not quoting as mentioned above, the Federal Funds Rate will remain the Federal Funds Rate then in effect on such Interest Determination Date.

#### *LIBOR Notes*

Unless otherwise specified in the Confirmation, the London Interbank offered rate (“LIBOR”) means, with respect to any Interest Determination Date, the rate for deposits having the Index Maturity that appears on the Designated LIBOR Page as of 11:00 a.m., London time, on such Interest Determination Date.

If no rate appears, LIBOR will be determined on the basis of the rates at approximately 11:00 a.m., London time, on such Interest Determination Date at which deposits in United States dollars are offered to prime banks in the London interbank market by four major banks in such market selected by the Calculation Agent for a term of one month and in principal amount equal to an amount that in the Calculation Agent’s judgment is representative for a single transaction in United States dollars in such market at such time (a “Representative Amount”). The Calculation Agent will request the principal London office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, LIBOR will be the arithmetic mean of such quotations, rounded up to five decimal places. If fewer than two quotations are provided, LIBOR for such interest period will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in New York City, on such Determination Date by three major banks in New York City, selected by the Calculation Agent, for loans in United States dollars to leading European banks, for a term coextensive with the relevant Interest Payment Period and in a Representative Amount; provided, however, that if fewer than three banks so selected by the Calculation Agent are providing such quotations, the then existing LIBOR rate will remain in effect for such Interest Payment Period.

“Designated LIBOR Page” means the display designated as page LIBOR01 on Reuters Monitor Money Rates Service (or such other page as may replace the LIBOR01 page on that service or such other service or services as may be nominated by the British Bankers’ Association for the purposes of displaying London interbank offered rates for U.S. dollar deposits).

#### *Prime Rate Notes*

Unless otherwise specified in the Confirmation, “Prime Rate” means the rate on any Interest Determination Date as published in H.15(519) under the heading “Bank Prime Loan”.

If the above rate is not published in H.15(519) prior to 9:00 a.m. on the Calculation Date, then the Prime Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update opposite the caption “Bank Prime Loan”.

If the rate is not published prior to 3:00 p.m. on the Calculation Date in either H.15(519) or H.15 Daily Update, then the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen US Prime1 Page (as defined below) as such bank’s prime rate or base lending rate as in effect for such Interest Determination Date.

If fewer than four such rates but more than one such rate appear, the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the prime rates quoted on the basis of the actual number of days in the year divided by 360 as of the close of business on such Interest Determination Date by at least two major money center banks in New York City selected by the Calculation Agent.

If fewer than two such rates appear, the Calculation Agent will determine the Prime Rate on the basis of the rates furnished in New York City by three substitute banks or trust companies organised and doing business under the laws of the United States, or any State thereof, in each case having total equity capital of at least \$500,000,00 and being subject to supervision or examination by federal or state authority, selected by the Calculation Agent to provide such rate or rates.

If the banks selected are not quoting as mentioned above, the Prime Rate will remain the Prime Rate in effect on such Interest Determination Date.

“Reuters Screen US Prime1 Page” means the display designated as page “USPrime1” on the Reuters Monitor Money Rates Service (or such other page as may replace the US Prime1 page on that service for the purpose of displaying prime rates or base lending rates of major United States banks).

#### *Treasury Rate Notes*

“Treasury Rate” means the rate applicable to the auction held on any Interest Determination Date of direct obligations of the United States (“Treasury bills”) having the Index Maturity as such rate appears on either page USAUCTION7 or page USAUCTION10 under the heading “INVEST RATE” of Reuters Monitor Money Rates Service (or such other page as may replace such page on such service for the purpose of displaying comparable rates).

If the above rate is not published by 9:00 a.m. on the Calculation Date, the Treasury Rate will be the auction average rate on such Interest Determination Date (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) as otherwise announced by the United States Department of the Treasury. Treasury bills are usually sold at auction on Monday of each week unless that day is a legal holiday, in which case the auction is held on the following Tuesday or the preceding Friday.

In the event that the results of the auction are not published or reported as provided above by 3:00 p.m. on such Calculation Date, or if no such auction is held, then the Calculation Agent will determine the Treasury Rate to be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary bid rates, as of approximately 3:30 p.m., of three leading primary United States government securities dealers selected by the Calculation Agent for the issue of Treasury bills with a remaining maturity closest to the Index Maturity.

If the dealers selected by the Calculation Agent are not quoting as mentioned above, the Treasury Rate will remain the Treasury Rate then in effect on such Interest Determination Date.

#### **4. Optional Redemption**

If indicated in the Confirmation, a Note may be redeemed on the date stated in the Confirmation, in whole or in part at the option of the Issuer upon not less than 5 nor more than 30 days’ prior written notice at 100% of its principal amount together with accrued interest to the date of redemption. Any notice of redemption from the Issuer shall be in writing delivered to the Paying Agent and shall state (i) the principal amount of the Note to be redeemed, (ii) the date of redemption, (iii) the amount payable on the redemption date and

(iv) that on the redemption date such redemption amount shall become due and payable and interest will cease to accrue thereon from and after such date.

## **5. Final Maturity**

The Maturity Date for any Note will be indicated in the Confirmation. If not previously redeemed, on its Maturity Date, the principal amount of each Note, together with accrued and unpaid interest thereon, will be immediately due and payable.

## **6. Events of Default**

The occurrence of any of the following shall constitute an “Event of Default” with respect to this Note: (i) default in any payment of principal of or interest on any Note (including on a redemption thereof), and such default shall continue unremedied for at least two Business Days; (ii) the Issuer makes any compromise arrangement with its creditors generally including the entering into of some form of moratorium with its creditors generally; (iii) a court having jurisdiction shall enter a decree or order for relief in respect of the Issuer in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or there shall be appointed a receiver, administrator, liquidator, custodian, trustee or sequestrator (or similar officer) with respect to the whole or substantially the whole of the assets of the Issuer and any such decree, order or appointment is not removed, discharged or withdrawn within 60 days thereafter; or (iv) the Issuer shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, administrator, liquidator, assignee, custodian, trustee or sequestrator (or similar official), with respect to the whole or substantially the whole of the assets of the Issuer or make any general assignment for the benefit of creditors. Upon the occurrence of an Event of Default, the principal of each obligation evidenced by such Note (together with interest accrued and unpaid thereon) shall become, without any notice or demand, immediately due and payable.

## **7. Obligation Absolute**

No provision of the Issuing and Paying Agency Agreement under which the Notes are issued shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on each Note at the times, place and rate, and in the coin or currency, herein prescribed.

## **8. Notice**

Whenever the Issuing and Paying Agency Agreement or a Note requires that an Issuer or the Paying Agent give notice to the registered holder of a Note, the relevant Issuer or the Paying Agent, as the case may be, will cause such notice to be mailed by first-class mail to such holder at its address set forth in the register maintained by the Paying Agent.

## **9. Governing Law**

Each Note shall be governed by, and interpreted in accordance with, the laws of the State of New York.

## **10. Confirmation**

Any term contained in the Confirmation shall supersede any conflicting term contained herein.

## USCP NOTES — TAX GROSS UP

*The following is the text of the tax gross up provisions for the USCP Notes as they appear in the issuing and paying agency agreement relating to the USCP Notes.*

Bayer AG agrees that in the event that any tax, assessment or charge shall hereafter become applicable, it shall promptly notify the USCP Agent in writing and further agrees that all amounts payable by it in respect of any USCP Note or the issuing and paying agency agreement relating to the USCP Notes shall be paid without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding for, or on account of, any taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in Germany or any political subdivision thereof or therein ("Taxes"). If Bayer AG is required by law or regulation to make any deduction or withholding for or on account of Taxes, Bayer AG shall, to the extent permitted by applicable law or regulation, pay such additional amounts ("Additional Amounts") as shall be necessary in order that the net amounts received by the person entitled to such payment after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such Additional Amounts shall be payable:

- (a) for the account of the person entitled to such payment on account of Taxes that would not have been so imposed, levied, collected or withheld by Germany or any political subdivision or taxing authority thereof or therein but for such person having some present or former connection with Germany or any political subdivision or territory or possession thereof or therein or area subject to such jurisdiction other than the mere holding of and payment in respect of the USCP Note;
- (b) in respect of any Tax, deduction or withholding which would not have been required but for the presentation of the USCP Note for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment hereof is duly provided for, whichever occurs later;
- (c) on account of any Tax which would not have been imposed or withheld if such person had provided information or satisfied other applicable certification or reporting requirements concerning the nationality, residence or identity of the person, made a declaration of nonresidence or other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of which that person would have been able to avoid such Tax; or
- (d) on account of any Tax which would not have been imposed or withheld if such person had not presented the USCP Note for payment in Germany unless such person was required to present the USCP Note for payment in Germany and it could not have been presented for payment anywhere else.

In the event that any legal provision of whatsoever nature should be enacted or made in Germany, or changed in its application or interpretation, to the effect that any Additional Amounts would be owed in respect of the USCP Note, Bayer AG shall be entitled, upon giving not less than 30 days' notice, to redeem the USCP Note. In this event, interest shall be calculated until the date of redemption.

## THE GUARANTEE

GUARANTEE AGREEMENT (this “Guarantee Agreement”) dated as of 15 April, 2003, between Bayer Corporation, an Indiana corporation (the “Issuer”), and Bayer Aktiengesellschaft, a company organised under the laws of the Federal Republic of Germany (“Bayer AG” or the “Guarantor”), in respect of the Issuer’s short-term promissory notes issued from time to time in connection with a global commercial paper program (the “Notes”).

WHEREAS the Issuer and Bayer AG are parties to that certain Support Agreement, dated as of 3 August, 2000 (the “Support Agreement”), in respect of the Notes; and

WHEREAS the Issuer is a wholly-owned subsidiary of Bayer AG, and each of Bayer AG and the Issuer now desires to provide for the full and unconditional guarantee by Bayer AG of the payment obligations of the Issuer in respect of the Notes, each of Bayer AG and the Issuer having determined that the provision of such guarantee by Bayer AG is in the best interests of each of Bayer AG and the Issuer.

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed, as follows:

### Article One — Definitions

For all purposes of this Guarantee Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Guarantee Agreement as a whole and not to any particular Article, Section or subdivision.

### Article Two — Guarantee of Obligations

#### Section 2.01. Guarantee.

- (a) The Guarantor unconditionally and irrevocably guarantees to each holder of Notes (including any master note or global security in respect thereof) (each, a “Holder”), the due and punctual payment of the principal amount of, and, if applicable, interest on, the Notes, and any other amounts which may be expressed to be payable under the Notes, as and when the same shall become due, in accordance with the terms of the Notes.
- (b) The guarantee provided pursuant to this Article II (the “Guarantee”) constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other present or future unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (c) All payments under this Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by or on behalf of the Federal Republic of Germany or any political subdivision thereof or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Guarantor shall pay such additional amounts as shall be necessary in order that the net amounts received by the Holders pursuant to this Guarantee, after such withholding or deduction, shall equal the respective amounts of principal and, if applicable, interest which would otherwise have been receivable in the absence of such withholding or deduction. No such additional amounts shall be payable on account of any taxes or duties which:
  - (i) are payable otherwise than by withholding or deduction from payments made by the Issuer/Guarantor to the Holder;
  - (ii) would not be imposed but for the presentation by the Holder of Notes for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
  - (iii) are deducted or withheld by a paying agent from a payment if the payment could have been made by another paying agent without such deduction or withholding;
  - (iv) would not have been imposed or withheld if such Holder had not presented those Notes for payment in Germany unless such Holder was required to present the

Notes for payment in Germany and they could not have been presented for payment anywhere else;

- (v) would not have been imposed or withheld if such Holder had provided information or satisfied other applicable certification or reporting requirements concerning the nationality, residence or identity of the Holder, made a declaration of non residence or other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of which that Holder would have been able to avoid such withholding taxes;
  - (vi) are deducted or withheld pursuant to (x) any European Union Directive or Regulation pursuant to the taxation of savings, (y) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party or (z) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
  - (vii) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany or another member state of the European Union and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany.
- (d) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of the Issuer under the Notes, (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes and (iii) shall not be affected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations expressed to be assumed under the Notes.
- (e) This Guarantee is given in respect of any and all Notes, whether now outstanding or hereafter issued.

### **Article Three — Miscellaneous**

#### *Section 3.01. Severability.*

In case any provision of this Guarantee Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### *Section 3.02. Modification, Amendment and Termination.*

This Guarantee Agreement may be modified, amended or terminated only by written agreement of the Issuer and Bayer AG, but shall not be modified, amended or terminated so long as any Note shall be outstanding in any manner adverse to the interest of the holder of such Note unless such holder shall have consented thereto in writing. Any rating agency rating the Notes shall receive prior notice of any modification or amendment to or termination of this Guarantee Agreement.

#### *Section 3.03. Binding Effect; Assignment.*

This Guarantee Agreement shall become effective when it shall have been executed and delivered by the Issuer and Bayer AG and thereafter shall be binding upon and inure to the benefit of the Issuer and Bayer AG and their respective successors and assigns, except that the Issuer shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Bayer AG, which consent will not be unreasonably withheld.

#### *Section 3.04. Rights of Holders of Notes.*

- (a) All Holders of Notes for so long as the provisions of this Guarantee Agreement shall remain in effect shall be intended third-party beneficiaries of the provisions of this Guarantee Agreement.

- (b) No Holder shall be deemed to have been granted any additional rights under the Support Agreement by virtue of the Guarantee being provided pursuant to Article II of this Guarantee Agreement.

*Section 3.05. Governing Law; Jurisdiction; Waiver.*

This Guarantee Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to such State's principles of conflicts of laws. Bayer AG hereby submits to the nonexclusive jurisdiction of any Federal court in the Borough of Manhattan, City of New York, for any legal action or proceedings instituted in such court arising out of this Guarantee Agreement and for no other action or proceeding whatsoever. Bayer AG irrevocably appoints CT Corporation System, 1633 Broadway, New York, New York, 10019, as agent in New York to accept service of process on its behalf for any such legal action or proceedings before such court. Bayer AG irrevocably and unconditionally waives, to the fullest extent permitted by law, but only with respect to legal actions or proceedings arising out of this Guarantee Agreement, any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings brought in the aforementioned court and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

*Section 3.06. Counterparts.*

This Guarantee Agreement may be executed in one or more counterparts, and by each party on a separate counterpart, and each such counterpart when executed and delivered shall be deemed to be an original. Such counterparts shall together constitute one and the same instrument.

*Section 3.07. Notices.*

Any communication hereunder, except as may be otherwise specifically provided herein, shall be in writing, and may be given by hand, by courier, by registered or certified mail (or a substantially similar form of mail), or by telex or telecopy and confirmed in writing and addressed as follows:

If to the Issuer:

Bayer Corporation  
100 Bayer Road  
Pittsburgh, PA 15205-9741  
Telecopier Number: 412-778-4413  
Attention: Jon Wyne

If to Bayer AG:

Bayer AG  
51368 Leverkusen  
Germany  
Telecopier Number: 49-214-30-55817  
Attention: Dr. Armin Buchmeier

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Agreement to be executed and delivered by their respective officers thereunto duly authorised as of the day and the year first above written.

**BAYER CORPORATION**

by [signed] Jon Wyne \_\_\_\_\_

Name: Jon Wyne

Title: SVP and Treasurer

**BAYER AG**

by [signed] Klaus Kühn \_\_\_\_\_

Name: Klaus Kühn

Title: CFO

by [signed] Armin Buchmeier \_\_\_\_\_

Name: Armin Buchmeier

Title: Senior Counsel

## THE ISSUERS

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United States  
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Fax: + 1 212 902 3022  
Contact: Money Markets Investor Marketing  
Group

### **Morgan Stanley & Co. Incorporated**

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Group

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*USCP Agent:*

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Fax: + 1 212 638 7881  
Contact: Commercial Paper Operations

