

**Supplement No. 1 dated 11 February 2015
to the Base Prospectus dated 28 November 2014**



IKB Deutsche Industriebank Aktiengesellschaft ("IKB")

(incorporated as a stock corporation under the laws of the Federal Republic of Germany)

Debt Issuance Programme (the "Programme")

for the issuance of notes in bearer form (the "Notes")

This supplement no. 1 (the "**Supplement**") constitutes a supplement for the purposes of Article 16.1 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003, as amended, (the "**Prospectus Directive**") and Article 13 of the Luxembourg Law on Prospectuses for Securities (*loi relative aux prospectus pour valeurs mobilières*) dated 10 July, 2005, as amended, (the "**Prospectus Act**") to the Base Prospectus dated 28 November 2014 (the "**Base Prospectus**"), which has been prepared in connection with the Programme established by IKB (the "**Issuer**"). Terms defined in the Base Prospectus have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus and all documents incorporated by reference in the Base Prospectus.

Copies of the Base Prospectus, all documents incorporated by reference in the Base Prospectus and this Supplement will be obtainable free of charge to each investor upon request. These documents can be requested from the Issuer via its website (www.ikb.de) or by letter to IKB AG at the following address: Wilhelm-Botzkes-Straße 1, 40474 Dusseldorf, Federal Republic of Germany. Copies of the Base Prospectus, all documents incorporated by reference in the Base Prospectus and this Supplement will also be viewable on, and obtainable free of charge from, the website of the Luxembourg Stock Exchange (www.bourse.lu).

To the extent that there is any inconsistency between (a) any statements in this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

The Issuer accepts responsibility for the information contained in this Supplement. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

- A. Amendments to the section commencing on page 1 of the Base Prospectus which is entitled "A. SUMMARY"
 - 1. Amendments to the subsection commencing on page 7 of the Base Prospectus which is entitled "1. ENGLISH VERSION OF SUMMARY"
 - a. In the subsection commencing on page 26 of the Base Prospectus which is entitled "D.3 - Key information on the key risks that are specific to the securities" the two paragraphs following the drafting note "[in the case of Subordinated Notes" on page 27 of the Base Prospectus shall be replaced in their entirety as follows:

		<p><i>[in the case of Subordinated Notes</i></p> <p>In the event of insolvency proceedings over the assets of IKB AG or the liquidation of IKB AG, Subordinated Notes will be subordinated to the claims of all unsubordinated creditors of IKB AG so that in any such event no amounts shall be payable under the Subordinated Notes until the claims of all unsubordinated creditors of IKB AG will have been satisfied in full.]</p>
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- b. in the subsection commencing on page 26 of the Base Prospectus which is entitled "D.3 - Key information on the key risks that are specific to the securities" the following subsection shall be added after the subsection on page 26 of the Base Prospectus which is entitled "Risk of Early Redemption":

		<p>Bail-in</p> <p>The holder of Notes is exposed to the risk of a bail-in. Under the Act on the Recovery and Resolution of Institutions and Financial Groups (<i>Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen</i>) claims for payment of principal, interest or other amounts under the Notes may be subject to a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares, or a permanent reduction, including to zero, by intervention of the competent resolution authority. The holder of Notes would have no claim against the Issuer in such a case and there would be no obligation of the Issuer to make payments under the Notes. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such conversion or write-down or without a public sector injection of capital. The resolution authority will have to exercise its power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other</p>
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		capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities - as those under the Notes - being converted into common equity tier 1 capital instruments or written down on a permanent basis in accordance with a set order of priority. The holder of Notes should consider the risk that he may lose all of his investment, including the principal amount plus any accrued interest if such bail-in occurs.
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2. **Amendments to the subsection commencing on page 30 of the Base Prospectus which is entitled "2. GERMAN TRANSLATION OF THE SUMMARY"**
- a. **In the subsection commencing on page 52 of the Base Prospectus which is entitled "D.3 - Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind" the two paragraphs following the drafting note "[Im Fall von Nachrangigen Schuldverschreibungen]" on page 54 of the Base Prospectus shall be replaced in their entirety as follows:**

		<p><i>[Im Fall von Nachrangigen Schuldverschreibungen</i></p> <p>Im Falle einer Insolvenz über das Vermögen der IKB AG oder einer Auflösung der IKB AG sind die Nachrangigen Schuldverschreibungen nachrangig gegenüber Ansprüchen aller nicht nachrangigen Gläubiger der IKB AG, so dass in einem solchen Fall keine Beträge unter den Schuldverschreibungen gezahlt werden können, bis alle Ansprüche der nicht nachrangigen Gläubiger der IKB AG vollständig befriedigt worden sind.]</p>
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- b. **In the subsection commencing on page 52 of the Base Prospectus which is entitled "D.3 - Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind" the following subsection shall be added after the subsection on page 53 of the Base Prospectus which is entitled "'Risiko der Vorzeitigen Rückzahlung":**

		<p>Bail-In</p> <p>Der Inhaber der Schuldverschreibungen ist dem Risiko eines Bail-in ausgesetzt. Nach dem Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen können Ansprüche auf Zahlung von Kapital, Zinsen oder sonstigen Beträgen im Rahmen der Schuldverschreibungen infolge des Eingriffs der zuständigen Abwicklungsbehörde unter Umständen einer Umwandlung in ein oder mehrere Instrumente, die zum harten Kernkapital der Emittentin zählen, wie beispielsweise Stammaktien, oder einer</p>
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		<p>dauerhaften Verringerung, auch bis auf Null, unterworfen sein. Der Inhaber der Schuldverschreibungen hätte in einem solchen Fall keine Ansprüche gegen die Emittentin und es bestünde keine Verpflichtung der Emittentin zur Leistung von Zahlungen auf die Schuldverschreibungen. Dies wäre der Fall, wenn sich die Emittentin als "nicht existenzfähig" (wie in den jeweils anwendbaren Gesetzen definiert) herausstellt oder von der zuständigen Aufsichtsbehörde als "nicht existenzfähig" eingestuft wird und ohne diese Umwandlung bzw. eine Herabschreibung oder eine Kapitalspritze der öffentlichen Hand nicht länger imstande wäre, ihren regulierten Geschäftstätigkeiten nachzugehen. Die Abwicklungsbehörde hat ihre Befugnisse so auszuüben, dass (i) zunächst Instrumente des harten Kernkapitals (wie beispielsweise Stammaktien der Emittentin) im Verhältnis zu den entsprechenden Verlusten herabgeschrieben werden, (ii) daraufhin der Kapitalbetrag der sonstigen (zum zusätzlichen Kernkapital oder Ergänzungskapital zählenden) Kapitalinstrumente dauerhaft herabgeschrieben oder entsprechend ihrer Rangfolge in Instrumente des harten Kernkapitals umgewandelt wird, und (iii) schließlich berücksichtigungsfähige Verbindlichkeiten, wie beispielsweise Verbindlichkeiten aus den Schuldverschreibungen, in Instrumente des harten Kernkapitals umgewandelt oder entsprechend einer festgelegten Rangfolge dauerhaft herabgeschrieben werden. Der Inhaber der Schuldverschreibungen sollte im Falle eines solchen Bail-in das Risiko eines Totalverlusts seiner Anlage, einschließlich des Nennbetrags zuzüglich aufgelaufener Zinsen, berücksichtigen.</p>
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B. Amendments to the section commencing on page 57 of the Base Prospectus which is entitled "B. RISK FACTORS"

1. The following subsection shall be added after the subsection commencing on page 59 of the Base Prospectus which is entitled "1. RISK FACTORS RELATING TO THE NOTES - Risk of Early Redemption":

Bail in

The Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen*) - which is the transposition into German law of the EU framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU, the "**Bank Recovery and Resolution Directive**" or "**BRRD**") may result in claims for payment of principal, interest or other amounts under the Notes being subject to a conversion into one or more instruments that constitute common equity tier 1 capital for the Issuer, such as ordinary shares, or a permanent reduction, including to zero, by intervention of the competent resolution authority. Each of these measures are hereinafter referred to as a "**Regulatory Bail in**". The holders of Notes would have no claim against the Issuer in such a case and there would be no obligation of the Issuer to make payments under the Notes. This would occur if the Issuer becomes, or is deemed by the competent supervisory authority to have become, "non-viable" (as defined under the then applicable law) and unable to continue its regulated activities without such conversion or write-down or without a public sector injection of

capital. The resolution authority will have to exercise its power in a way that results in (i) common equity tier 1 capital instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, eligible liabilities - as those under the Notes - being converted into common equity tier 1 capital instruments or written down on a permanent basis in accordance with a set order of priority. The extent to which the principal amount of the Notes may be subject to a Regulatory Bail-in will depend on a number of factors that are outside the Issuer's control, and it will be difficult to predict when, if at all, a Regulatory Bail-in will occur. Potential investors should consider the risk that they may lose all of their investment, including the principal amount plus any accrued interest if a Regulatory Bail-in occurs.

2. The subsection commencing on page 63 of the Base Prospectus which is entitled "1. RISK FACTORS RELATING TO THE NOTES- Specific Risk Factors relating to Subordinated Notes - Bail-in" shall be deleted in its entirety.

C. Amendments to the section commencing on page 88 of the Base Prospectus which is entitled "D. DESCRIPTION OF THE ISSUER"

1. In the subsection commencing on page 100 of the Base Prospectus which is entitled "2. IKB DEUTSCHE INDUSTRIEBANK AKTIENGESELLSCHAFT - 2.6 Administrative, Management and Supervisory Bodies - 2.6.1 Board of Managing Directors" the last sentence of the first paragraph shall be replaced as follows:

There are currently three members.

2. In the subsection commencing on page 100 of the Base Prospectus which is entitled "2. IKB DEUTSCHE INDUSTRIEBANK AKTIENGESELLSCHAFT - 2.6 Administrative, Management and Supervisory Bodies - 2.6.1 Board of Managing Directors" the table after the second paragraph shall be replaced in its entirety as follows:

Name	Date Appointed	Responsibilities	Principal Activities outside IKB AG
Dr. Michael H. Wiedmann (Chairman)	5 January 2015: appointed as Chairman of the Board of Managing Directors 1 March 2009: appointed as a regular member of the Board of Managing Directors	Sales Credit and Advisory Products Industry Groups Markets Treasury and Investments Legal Department Strategic Planning and Management of Participations Communications	Valin Asset Management S.à.r.l. (Managing Director)
Dr. Dieter Glüder	29 July 2007	Credit Risk Controlling Finance Economic Research	n. a.

		Group Audit Taxation	
Claus Momburg	12 November 1997	Credit Risk Management Information Technology Credit Treasury Operations Human Resources and Services Governance and Compliance Buying Department/ Strategic Outsourcingmanagement Project Management Data Protection Data Security	n. a.

Hans-Jörg Schüttler, Chairman of the Board of Managing Directors as of 1 November 2008, has left IKB AG with effect from the end of 4 January 2015.

D. Withdrawal Right

Any investor who may wish to exercise any withdrawal right arising pursuant to Article 16.2 of the Prospectus Directive or Article 13.2 of the Prospectus Act as a result of the publication of this Supplement must exercise that right on or before 13 February 2015. Such withdrawal, if any, is not required to contain any reasons for the withdrawal and is to be addressed in writing to IKB Deutsche Industriebank Aktiengesellschaft, Wilhelm-Botzkes-Straße 1, 40474 Düsseldorf, Federal Republic of Germany. In order to comply with the time limit set out above, punctual dispatch of the withdrawal is sufficient.