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A G R E E M E N T

for a Subordinated Deposit of

EUR 3,000,000

(hereinafter also referred to as "*Deposit Agreement*")

between

DRESDNER BANK AKTIENGESELLSCHAFT
Frankfurt am Main, Federal Republic of Germany

(hereinafter also referred to as "*Dresdner Bank*")

- on the one hand -

(hereinafter also referred to as "*Depositor*")

- on the other hand -

Article 1
(Definitions)

As used in this Deposit Agreement,

“**Amortised Face Amount**” shall be an amount equal to the sum of the Deposit Amount and the product of the relevant Amortisation Yields being applied for each applicable Amortisation Yield Period to the Deposit Amount from (and including) the Disbursement Date to (but excluding) the Maturity Date or, if the Deposit is previously repaid, the Prepayment Date.

“**Amortisation Yield**” has the meaning given to it in Article 3.

“**Amortisation Yield Period**” has the meaning given to it in Article 3.

“**Amortisation Yield Determination Date**” has the meaning given to it in Article 3.

“**Banking Business Day**” means, unless otherwise specified herein (in which case the term “Banking Business Day” will be used in connection with a specified place), a day on which (i) the Trans European Automated Real Time Gross Settlement Transfer (TARGET) System is open and (ii) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

“**Currency**” or EUR means the lawful currency of the Member States of European Union that adopt the single currency in accordance with the EC Treaty.

“**Deposit Amount**” means EUR 3,000,000 subject to any reduction pursuant to an early repayment in accordance with Article 6

“**Depositor**” mean:

“**Depositor's Country**” means

“**Disbursement Date**” means 18 October 2001.

“**Early Maturity Date**” has the meaning given to it in Article 6.

“**Maturity Date**” means 18 October 2021.

“**Prepayment Amount**” has the meaning given to it in Article 6.2.

“**10-Years GBP Constant Maturity Swap Rate**” has the meaning given to it in Article 3.

Article 2
(Deposit)

1. Dresdner Bank confirms that it has received from the Depositor a deposit in the amount of the Deposit Amount on the Disbursement Date.

2. The parties hereto agree that the Deposit shall be governed by the terms and conditions set out below.

Article 3

(Interest)

Dresdner Bank will pay interest in arrears on the Deposit Amount corresponding to the applicable amortisation yield (the "**Amortisation Yield**") in one amount on the Maturity Date unless the Deposit or part of the Deposit is previously repaid.

"**Amortisation Yield**" means:

- (a) for the period from and including the Disbursement Date up to but excluding 18 October 2006 a rate of 8.32 per cent. per annum which shall be compounded annually on the basis of the actual number of days in the relevant calculation period divided by the actual number of days (365 or 366, as the case may be) in the relevant year in accordance with the actual/actual (ISMA) day count fraction without further adjustment; and
- (b) thereafter, unless previously repaid, for each year commencing on and including 18 October of each year and ending on but excluding 18 October of the following year (each period an "**Amortisation Yield Period**") up to but excluding the Maturity Date a rate corresponding to the lower of (i) 8.32 per cent. per annum or (ii) 100.00 per cent. of the 10-Years GBP Constant Maturity Swap Rate (as defined below). Each Amortisation Yield under this sub-paragraph (b) shall be compounded annually on the basis of the actual number of days in the relevant calculation period divided by the actual number of days (365 or 366, as the case may be) in the relevant year in accordance with the actual/actual (ISMA) day count fraction whereas the relevant 10 years 10-Years GBP Constant Maturity Swap Rate shall be applied without further adjustments. The 10-Years GBP Constant Maturity Swap Rate being applicable for each Amortisation Yield Period will be determined by Dresdner Bank two Business Days prior to the first day of each Amortisation Yield Period (each an "**Amortisation Yield Determination Date**").

"**10-Years GBP Constant Maturity Swap Rate**" means the fixed interest rate for which banks are prepared to enter into Pounds Sterling ("**GBP**") denominated interest rate swaps which are determined against floating interest rates on the basis of 6-months-LIBOR for a period of 10 years as of approximately 11.00 a.m. (London time) on the second Banking Business Day ("**Amortisation Yield Determination Date**") prior to the first day of each Amortisation Yield Period and which appears at approximately 11.30 a.m. (London time) on that day on the page "ISDAFIX4" on the Reuters screen (or such other page as may replace that page on that service for the purpose of displaying the relevant rates or prices).

If the 10-Years GBP Constant Maturity Swap Rate does not appear on the page "ISDAFIX4" on the Reuters screen (or its successor) on any Amortisation Yield Determination Date, or if the page "ISDAFIX4" on the Reuters screen (or its successor) is unavailable, Dresdner Bank will request the principal offices of three major banks engaged in the GBP interest rate swap market, as selected by Dresdner Bank (the "Reference Banks") to provide Dresdner Bank with their quotations offered for a 10-Years GBP Swap Rate (Mid-Rate) (expressed as a rate per annum) offered to leading banks in the interbank market at approximately 11.00 a.m. (London time) on the Amortisation Yield Determination Date. The Rate of Interest for such Amortisation Yield Period shall be the arithmetic mean (rounded upwards, if necessary, to the third decimal place) of such quotations offered by the Reference Banks, as determined by Dresdner Bank. If on any Interest Determination Date one of the Reference Banks does not provide Dresdner Bank with such quotation, the Amortisation Yield for the Amortisation Yield Period shall be determined in accordance with the provisions above on the basis of the quotation of those Reference Banks providing such quotations.

If less than two Reference Banks offer such quotation, Dresdner Bank shall determine the 10-Years GBP Constant Maturity Swap Rate at its equitable discretion.

Article 4

(Repayment)

Dresdner Bank shall repay the Deposit Amount together with the Amortised Face Amount on the Maturity Date, unless previously repaid. In case the Maturity Date is not a Banking Business Day, payment will be made on the next following Banking Business Day without adjustment for interest.

Article 5

(Status)

(a) The obligations arising under this Deposit Agreement (including claims for payment of interest) are subordinated to all claims of creditors of Dresdner Bank which are not also subordinated. The subordination is limited to events of liquidation, bankruptcy, composition or other procedures to avoid bankruptcy. In such an event payments on claims under this Deposit Agreement will only be made after all existing unsubordinated claims of creditors of Dresdner Bank have been satisfied. The right to set-off claims arising under this Deposit Agreement against claims of Dresdner Bank is excluded and no contractual security is or will be provided by Dresdner Bank or by a third party.

(b) In accordance with the provisions of Section 10 Paragraph 5a of the KWG (German Banking Act), the subordination provided for in sub-paragraph (a) above cannot be limited subsequently

and neither the term of the Deposit nor the term of notice of a call can be shortened. An early repayment of principal must be repaid to Dresdner Bank despite agreement to the contrary unless the repaid amount will be replaced by Dresdner Bank by other at least equivalent liable own funds for banking supervisory purposes.

Article 6

(Early Repayment)

Neither party shall be entitled to call the Deposit for early repayment except pursuant to Article 9. In the event that the Deposit becomes due and payable pursuant to Article 9 the amount to be repaid by Dresdner Bank (the „Prepayment Amount“) shall be determined by Dresdner Bank and accepted by the Depositor, both in good faith, and shall be equal to the Amortised Face Amount.

Article 7

(Payment default)

Payment made by Dresdner Bank shall be counted towards the amounts due in the sequence provided for in Section 367 paragraph 1 "Bürgerliches Gesetzbuch" (German Civil Code). If any amount due hereunder is not received by the Depositor in full or in part when due, then for the time after the relevant payment date, Dresdner Bank shall, on first demand of the Depositor, pay interest on the unpaid amount at the rate of two per cent. per annum above the interest rate applicable to the Deposit until such amount is received by the Depositor.

Article 8

(Transfer)

All payments by Dresdner Bank in connection with the Deposit shall be transferred to an account maintained free of interest and commission by transfer to the account of the Depositor as advised to Dresdner Bank by the Depositor.

Article 9

(Taxes)

1. Dresdner Bank will effect all amounts payable hereunder free and clear of and without withholding at source or deduction at source for or on account of any present or future taxes, fees, duties, assessments or governmental charges of whatever nature which are imposed or levied by or on behalf of the Federal Republic of Germany or any political subdivision thereof or any authority or agency therein or thereof having power to tax ("Withholding Tax"), unless Withholding Tax is required by law. In such event, Dresdner Bank, subject to paragraph 2 of this Article, shall pay such additional amounts that are necessary to ensure that the amounts receivable by the Depositor after the withholding or deduction of such Withholding Tax shall equal the respective amounts which would have been receivable by the Depositor had no such Withholding Tax been required.

The tax on interest payments ("Zinsabschlagsteuer") which has been in effect in the Federal Republic of Germany since 1st January 1993 and the solidarity surcharge ("Solidaritätszuschlag") imposed thereon as from 1st January 1995 do not constitute such a Withholding Tax on interest payments as described above.

2. However, Dresdner Bank shall not be obliged to pay any such additional amounts in relation to any payment in respect of the Deposit:

- (i) which are to be paid on payments of principal or interest by any means other than withholding at source or deduction at source; or
- (ii) if the Depositor is liable to such taxes, duties, assessments or governmental charges in respect of the Deposit by reason of his having some connection with the Federal Republic of Germany other than through this Deposit Agreement;
- (iii) which is payable pursuant to or as consequence of, or as a result of, an international agreement or treaty to which the Federal Republic of Germany is a party, or a directive or regulation passed pursuant to or in consequence of such agreement; or
- (iii) any combination of (i) to (iii) above.

3. If as a result of any change in the laws or regulations prevailing in the Federal Republic of Germany which becomes effective on or after the date of the Deposit Agreement, Dresdner Bank would be required to pay additional amounts as provided in the foregoing provisions of this Article and such obligation cannot be avoided by Dresdner Bank taking reasonable measures which are in its sole discretion available to it, Dresdner Bank may, at its option and having given no less than sixty days' notice to the Depositor in accordance with Article 13, repay the Deposit in full at its respective Prepayment Amount as provided for in Article 6 paragraph 2. Provided, however, that no such notice of redemption may be given earlier than 90 days prior to the earliest date on which Dresdner Bank would be obliged to pay such additional amounts were a payment in respect of the Deposit then due.

4. Any reference in this Deposit Agreement to "principal" and/or "interest" in respect of the Deposit shall be deemed also to refer to any additional amounts which may be payable under this Article. Unless the context otherwise requires, any reference in this Deposit Agreement to "principal" shall include any premium payable in respect of the Deposit or the redemption amount and any other amounts in the nature of principal payable pursuant to these Deposit Agreement and "interest" shall include all amounts payable pursuant to Article 3 and any other amounts in the nature of interest payable pursuant to this Deposit Agreement.

Article 10
(Warranties)

1. Dresdner Bank warrants to the Depositor:

- (i) that this Deposit Agreement and the performance by Dresdner Bank of its obligations hereunder and the compliance by Dresdner Bank do not violate any provisions of any law, administrative regulation or court judgement applicable to Dresdner Bank, the Articles of Association of Dresdner Bank or any material agreement by which Dresdner Bank is bound;
- (ii) that all consents, approvals, authorisations or other orders of all regulatory authorities in the Federal Republic of Germany, so far as required for this Deposit, and the performance by Dresdner Bank of its obligations hereunder have been obtained and are in force;
- (iii) that Dresdner Bank is or was not involved in, nor has it knowledge of any judicial or arbitration proceedings which could have, or have had in the last two fiscal years prior to the date hereof, a material adverse effect on the financial situation of Dresdner Bank and, so far as it is aware, no such litigation or arbitration proceedings are threatened.

2. The Depositor warrants to Dresdner Bank that it is resident for tax purposes in the Depositor's Country.

Article 11
(Documents to be delivered)

1. Dresdner Bank shall deliver to the Depositor on the execution of the Agreement a copy of the appropriate excerpts from the signature book of Dresdner Bank with respect to the persons authorised to execute this Agreement on behalf of Dresdner Bank.

2. The Depositor shall deliver to Dresdner Bank on the execution of the Agreement a certified copy of the documents evidencing the authority of the persons authorised to execute this Agreement on behalf of the Depositor and to make the Deposit with Dresdner Bank on the terms herein set out.

Article 12
(Duties of Notification)

Dresdner Bank undertakes for the entire life of the Deposit and until its complete repayment to supply the Depositor upon its request and as soon as they become available after the end of its fiscal year with 2 copies of the annual report and the annual financial accounts of Dresdner Bank written in the English language which contain, among others, a summary of its revenues and expenditures for the preceding fiscal year.

Article 13

(Addresses)

1. All communications intended for Dresdner Bank shall be transmitted to

Dresdner Bank Aktiengesellschaft
GB Global Markets
Treasury Group Funding
Jürgen-Ponto-Platz 1
D-60301 Frankfurt am Main
Federal Republic of Germany

Telefax-No.: +49/69-263-16531

2. All communications intended for the Depositor shall be transmitted to the address set out in Article 1.

3. In the event of a change of address or of a change of account, the parties to this Deposit Agreement shall be informed thereof in writing.

Article 14

(Applicable Law, Place of Performance, Court of Venue)

1. The form and content of this Deposit Agreement as well as all the rights and duties arising therefrom are governed exclusively by the laws of the Federal Republic of Germany. Place of performance is Frankfurt am Main.

2. Non-exclusive court of venue for all litigation with Dresdner Bank arising from the legal relations established in these Deposit Agreement is Frankfurt am Main.

Article 15

(Partial Invalidity)

Should any provision of this Deposit Agreement be or become void, in whole or in part, the other provisions shall remain in force. Void provisions shall be replaced in accordance with the meaning and purpose of this Deposit Agreement.

Article 16
(Assignment)

This Deposit Agreement may be assigned by the Depositor in part or in whole subject to the prior written approval of Dresdner Bank, which approval, however, may be withheld by Dresdner Bank only for important reason (aus wichtigem Grund).

Article 17
(Executed Copies)

This Deposit Agreement is executed in two copies. One copy of this Deposit Agreement is intended for Dresdner Bank and one for the Depositor and each shall be considered an original. Any changes to this Deposit Agreement must be in writing.

Frankfurt am Main, on September 26, 2001

DRESDNER BANK
AKTIENGESELLSCHAFT

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