

**AGREEMENT**

for a Deposit of

(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 -

and

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

- on the other hand -

**Article 1**

**(Deposit)**

Dresdner Bank confirms that it has received from the Depositor a deposit of

(in words \_\_\_\_\_) (the "Deposit Amount")

on

31 July 1998

(the "Disbursement Date").

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

**Article 2**

**(Interest)**

Dresdner Bank will pay interest in arrears on the Deposit for the period from and including the Disbursement Date up to but not including the 31 July 2028 (the "Maturity Date") at a rate of 6.13 per cent. per annum (the "Amortisation Yield") which will be compounded annually and will be paid in one amount together with the Deposit Amount on the Maturity Date unless Dresdner Bank exercises the option referred to below:

1. Dresdner Bank has the option to decide on 31 July of each year, commencing on 31 July 2008, by giving notice to the Depositor not less than ten calendar days prior to 31 July of each year, commencing 31 July 2008, that interest shall be paid on the Deposit in arrears from the 31 July of the following year and each 31 July thereafter up to the Maturity Date, as set out below.
2. If Dresdner Bank exercises the option, annual interest commences on that same 31 July on which the Issuer exercises the option.
3. If Dresdner Bank exercises the option, then the amount payable in \_\_\_\_\_ to the Depositor shall be:

- a) an amount calculated as follows:

$$I = P * ((1 + i)^n - 1)$$

Where

I: interest amount

P:

i: 6,13 %

n: number of years between the Disbursement Date and the 31 July in the year in which Dresdner Bank exercises its option referred to in subsection 1 above.

- b) thereafter 6.13 per cent. per annum on the principal amount, payable annually in arrear commencing on the 31 July following the date set out in 3. a) above and ending on and including the Maturity Date.

### Article 3

#### **(Repayment)**

Dresdner Bank shall repay the Deposit together with interest accrued of (in words

in one amount of (in words

) on the Maturity Date, unless previously repaid. In case the Maturity Date is not a Banking Business Day in payment will be made on the next following Banking Business Day without adjustment for interest.

### Article 4

#### **(Status)**

The claims arising out of the Deposit are subordinated to all claims of creditors of Dresdner Bank which are not also subordinated; the subordination is limited to events of liquidation, bankruptcy, or composition. In such an event payment of interest and principal on the Deposit will only be made after all existing unsubordinated claims of the creditors of Dresdner Bank have been satisfied. The set-off of claims for repayment of the Deposit against claims of the Borrower is excluded.

In accordance with the requirements of §10 (5a) of the German Banking Act (Kreditwesengesetz) provisions of the Deposit regarding subordination may not be restricted nor the lifetime of the Deposit nor any notice period referred to in Section 5 be shortened subsequent to the issue of the Deposit, save in the case of an early termination as provided for in Section 5. Any premature repayment, save in the case of an early termination as provided for in Section 5, shall be refunded to the Borrower regardless of any agreement to the contrary unless the repaid amount will be replaced by other at least equivalent liable own funds ("haftendes Eigenkapital") for banking supervisory purposes.

#### Article 5

##### **(Early Repayment)**

The Dresdner Bank shall be at liberty, in the event that the proceeds received by the Dresdner Bank under the Deposit are not accepted as own funds for Dresdner Bank in accordance with §10 (5a) of the German Banking Law, upon not less than thirty (30) days' prior written notice to the Depositor to prepay the Deposit without premium to the Depositor together with accrued interest on the date specified in such notice. Such notice, once given, shall be irrevocable and shall oblige Dresdner Bank to make the prepayment specified in such notice, pursuant to this sub-clause.

The Depositor shall not be entitled to call the Deposit or part of the Deposit for early repayment at any time.

#### Article 6

##### **(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 7

##### **(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

: otherwise as indicated by the Depositor subject always to any deduction for taxes, duties or other withholdings as may be required according to applicable law or regulation. For the purpose of this Deposit Agreement shall mean the freely disposable and convertible legal currency of the

Article 8

(Waiver)

Dresdner Bank waives vis-à-vis the Depositor without any restriction all rights of set-off as well as the exercise of any liens, rights of retention or other rights which might affect the claims arising from the Deposit.

Article 9

(Warranties)

1. Dresdner Bank warrants to the Depositor:
  - a) 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;
  - b) 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;
  - c) 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

Article 10

(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 11

##### (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 12

##### (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

All communications intended for the Depositor shall be transmitted

2. 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 13

##### (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 14

##### (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 15

##### (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 16

##### (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, 23 Jul. 1998

**DRESDNER BANK**

**AKTIENGESELLSCHAFT**

*D. Selz*

Dagmar Selz  
Assistant Manager

*Michael Wood*

Branch Manager