



Tender Guarantee

Dear Sirs,

We have been informed that, in response to your Invitation to Tender No. _____ dated _____, _____, hereinafter "Principal", has submitted to you a tender _____ for _____ and that you required that a Tender Guarantee be issued.

This being premised, we, Deutsche Bank _____ hereby irrevocably undertake to pay you without delay on your first written demand for payment an amount up to

_____ [currency, amount]
(in words: _____)

provided your demand for payment is simultaneously supported by your written statement (whether in the demand itself or in a separate document(s) accompanying the demand and referred to in it) stating

- a) that the Principal is in breach of his obligation(s) under the tender conditions, and
- b) the respect in which the Principal is in breach, and
- c) that the obligation(s) in respect of which the Principal is in breach is/are covered by the present guarantee and that you are therefore entitled to demand payment up to the amount of the demand for payment.

This guarantee shall expire, even if this document is not returned, on _____, and shall then be null and void, if and to the extent that no demand under this guarantee in accordance with its conditions has reached us in _____ by the end of that day.

This guarantee is transferable with our written consent only.

The issuance of this guarantee is permitted according to German Law.

This guarantee is subject to German Law.

Deutsche Bank AG