

provisions. The following provisions shall not apply to Extraordinary Dividends. "Dividend Receipt Date" means the date of receipt of a dividend by holders of record. "Record Date" means each relevant date of determination of holder of record status.

Dividend Amount: An amount equal to 100% multiplied by the Record Amount (converted to the Settlement Currency as of the Dividend Receipt Date) multiplied by Number of Shares.

Dividend Period: The period commencing on and including the Clearance System Business Day that is one Settlement Cycle following the Trade Date and ending on but excluding the final Cash Settlement Payment Date.

Dividend Payment Date: The first Cash Settlement Payment Date occurring on or after the Dividend Receipt Date.

For Dividend Amounts for which a Dividend Receipt Date is scheduled to take place after the Dividend Period, then the Equity Amount Payer shall pay the relevant Dividend Amount on the Dividend Receipt Date (or if such day is not a Currency Business Day, the Currency Business Day immediately following such date).

Re-Investment of Dividends: Inapplicable

Share Dividend Elections: In the event that an actual dividend is payable in either cash or property or a combination thereof at the election of a person who would be a holder of record of such Shares and Party A is the Equity Amount Payer, the Dividend Amount shall be determined as if no election were made pursuant to the election default provision as set forth in the documents relating to the payment of dividends on the Shares. If Party B is the Equity Amount Payer, the Dividend Amount shall be determined by the Calculation Agent with respect to the Shares. The Calculation Agent shall notify Party B of such determination at least three (3) Scheduled Trading Days prior to the last date the election may be made.

Dividend Disruption Event: In the event that the Calculation Agent reasonably determines that there has been any Change in Tax Law (as defined in the Agreement) which would have the effect of reducing or increasing the amount of either the cash receivable or tax credit attributable to the Dividend Amount that would be paid by an Issuer to a holder of such Shares that had either (i) a tax residence in the UK, Germany, or in the jurisdiction of any Lender (where the Transaction is entered into by Party A through its office located in the UK); or (ii) a taxable presence in the U.S. or a tax residence in Germany or in the jurisdiction of any Lender (where the Transaction is entered into by Party A through an affiliate as its agent in the U.S.) (a "Dividend Disruption Event"), the Calculation Agent may adjust the Dividend Amount with immediate effect by notice in writing to the parties, or, in the event that any such change is expressed to take effect prior to the date upon which Calculation Agent gives such notice, the Calculation Agent may make such adjustments to the payment obligations of the parties in respect of the Transaction, as it deems appropriate. In the event that the Transaction shall have been previously closed (including by reason of a Change in Law Additional Disruption Event), but the amount of any payment previously made or subsequently to be made thereunder is affected by such Change in Tax Law, the relevant party shall indemnify the other in respect of

