



**Deutsche Bank Aktiengesellschaft
Frankfurt am Main
Notice in accordance with Sec. 248a of the German Stock Corporation Act**

In accordance with Sec. 248a of the German Stock Corporation Act (*Aktiengesetz*, AktG), we announce the termination of the following contestation proceedings:

1. The contesting actions and actions for annulment of Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß against resolutions of the General Meeting 2012 (namely the resolutions on Agenda Items 2 "Appropriation of distributable profit", 3 "Ratification of the acts of management of the members of the Management Board for the 2011 financial year", 4 "Ratification of the acts of management of the members of the Supervisory Board for the 2011 financial year", 5 "Election of the auditor for the 2012 financial year, interim accounts" and 9 "Election to the Supervisory Board"), as well as the motion to have the company's Annual Financial Statements as of December 31, 2011, declared void, were withdrawn. The proceedings pending before the Higher Regional Court (*Oberlandesgericht*) of Frankfurt am Main, court file no. 5 U 14/13 (currently suspended), as well as before the German Federal Court of Justice (*Bundesgerichtshof*), court file no. II ZR 410/13, are thus terminated.
2. The contesting actions and actions for annulment of Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß against resolutions of the Extraordinary General Meeting 2013 (namely the resolutions on Agenda Items 1 "Resolution pursuant to § 244 Stock Corporation Act confirming the resolution on Agenda Item 2 (Appropriation of distributable profit) taken by the General Meeting on May 31, 2012", 2 "Resolution pursuant to § 244 Stock Corporation Act confirming the resolution on Agenda Item 5 (Election of the auditor, interim accounts) taken by the General Meeting on May 31, 2012" and 3 "Resolution pursuant to § 244 Stock Corporation Act confirming the resolution on Agenda Item 9 (Election to the Supervisory Board) taken by the General Meeting on May 31, 2012" were withdrawn. The proceedings pending before the Higher Regional Court of Frankfurt am Main, court file no. 5 U 195/13, are thus terminated with regard to the plaintiffs Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß. The action was dismissed in the first instance. The other plaintiff Dr. Michael T. Bohndorf did not file an appeal.
3. The contesting actions and actions for annulment of Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß against resolutions of the General Meeting 2013 (namely the resolutions on Agenda Items 2 "Appropriation of distributable profit", 3 "Ratification of the acts of management of the members of the Management Board for the 2011

financial year", 4 "Ratification of the acts of management of the members of the Supervisory Board for the 2011 financial year", 5 "Election of the auditor for the 2013 financial year" and 11 "Election to the Supervisory Board"), as well as the motion to have the company's Annual Financial Statements as of December 31, 2012, declared void, were withdrawn. The proceedings pending before the Regional Court (*Landesgericht*) of Frankfurt am Main, court file no. 3-05 O 172/13, are thus terminated.

4. The agreement to terminate the proceedings forms an integral part of a Settlement Agreement between the company on the one hand and darpar Einhundertundachtunddreißigste Vermögensverwaltungs GmbH ("darpar") and KGL Pool GmbH ("KGL") on the other, through which all legal actions and other disputes between the company and darpar and/or KGL were settled. The Settlement Agreement reads as follows:

"Settlement Agreement

between

Deutsche Bank AG, Taunusanlage 12, 60325 Frankfurt a. M.

- hereinafter: "**Deutsche Bank**" -

and

darpar Einhundertundachtunddreißigste Vermögensverwaltungs GmbH,
Possartstr. 6, 81679 Munich

- hereinafter: "**darpar**" -

KGL Pool GmbH, Possartstr. 6, 81679 Munich

- hereinafter: "**KGL**" -

- darpar and KGL hereinafter jointly: "**Kirch Parties**" -

- Deutsche Bank, darpar and KGL hereinafter jointly: "**Parties**" -

Preamble

darpar as legal successor of Dr. Leo Kirch and KGL on the one hand, and Deutsche Bank and Dr. Rolf-E. Breuer on the other hand, have been involved in numerous legal disputes for more than ten years. In particular, claims for damages in connection with an interview given by Dr. Rolf-E. Breuer on 3 February 2002 to Bloomberg (the "**Interview**") are being asserted against Deutsche Bank and Dr. Rolf-E. Breuer in the amount of several billion euros. The potential losses (including interest) are claimed to equal approx. 20 billion euros. In addition, numerous disputes under German stock corporation law and other disputes are pending.

These disputes overshadow the proper appreciation of the lifetime achievement of Dr. Leo Kirch as an entrepreneur. Dr. Leo Kirch and the group of companies established by Dr. Leo Kirch contributed significantly to the development of private and pay-TV in Germany and have played a key role in shaping the German film and TV sector for decades. At the beginning of the millennium, the Kirch media group was the second largest German media corporation and held marketing rights to just under 63,000 films, TV programmes and sports events, including the television rights to the 2002 and 2006 Football World Cups.

At the initiative of Mrs. Ruth Kirch, the Kirch Parties and Deutsche Bank have agreed to settle all their legal actions and other disputes, to refrain from commencing any such actions and disputes in the future and to reach a final amicable solution. For this purpose, they agree as follows:

I. Settlement of the Disputes

1. The plaintiffs of the actions set out below will withdraw such actions concurrently (*Zug um Zug*) against payment of the Settlement Amount (as provided for herein) in accordance with this Agreement; Deutsche Bank will consent to the withdrawal of the actions in each case, will not file any applications for costs, will withdraw any applications for the taxation of costs already filed and warrants that Dr. Rolf-E. Breuer will not file any applications for costs, will withdraw any applications for the taxation of costs already filed and will consent to the withdrawal of the actions in each case:
 - a) Action brought by darpar against Deutsche Bank and Dr. Rolf-E. Breuer for payment of damages as a result of the assigned right of PrintBeteiligungs GmbH ("**Print Action**") pending before the Higher Regional Court (*Oberlandesgericht*) of Munich, court file no. 19 U 924/11;
 - b) Action brought by KGL against Deutsche Bank and Dr. Rolf-E. Breuer for disclosure of information, a declaratory judgment and payment of damages ("**KGL Pool Action**") pending before the Higher Regional Court of Munich,

court file no. 5 U 2472/09, and before the German Federal Court of Justice (*Bundesgerichtshof*), court file no. VI ZR 111/13.

2. The plaintiffs and claimants of all further actions, applications and notifications specified in **Annex 1** shall withdraw same on the Closing Date (as defined in Clause IV). The Kirch Parties warrant that the actions and applications filed by Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß will also be withdrawn on the Closing Date (as defined in Clause IV). Deutsche Bank shall consent to the withdrawals of the actions and applications, shall not file any applications for costs, shall withdraw applications for the taxation of costs already filed, also to the extent that they concern actions and applications not specified in Annex 1, and warrants that Dr. Rolf-E. Breuer will not file any applications for costs, will withdraw applications for the taxation of costs already filed and will consent to the withdrawals of the applications in each case.
3. The public prosecutor's office of Munich I is conducting investigation proceedings against Dr. Rolf-E. Breuer and others in connection with the proceedings before the Higher Regional Court of Munich in the matter KGL Pool GmbH versus Deutsche Bank and Dr. Breuer, court file no. 5 U 2472/09.

On the Closing Date (as defined in Clause IV), the Kirch Parties shall withdraw all criminal complaints against current or former members of corporate bodies as well as employees or former employees of Deutsche Bank and shall declare towards the public prosecutor's office that they have no interest in criminal prosecution.

4. Deutsche Bank hereby declares that it has not filed any criminal complaints against current or former members of corporate bodies, employees and/or advisers of the Kirch Parties and that it has no interest in criminal prosecution, either. Deutsche Bank warrants that, on the Closing Date (as defined in Clause IV), the current members of its corporate bodies, employees and/or advisers as well as Dr. Rolf-E. Breuer will withdraw any criminal complaints against the Kirch Parties as well as current and former members of their corporate bodies, employees and/or advisers as well as Dr. Dieter Hahn and will declare towards the public prosecutor's office that they have no interest in criminal prosecution. Deutsche Bank is not aware of any criminal complaints still pursued by other former members of its corporate bodies, former employees or former advisers against the Kirch Parties as well as current or former members of their corporate bodies, employees and/or advisers as well as Dr. Dieter Hahn.
5. The Kirch Parties warrant that the action by the law firm Bub, Gauweiler & Partner against Deutsche Bank, Prof. Dr. Reinhard Marsch-Barner and Bernd Bühner for disclosure of information and payment of damages, which is pending before the Regional Court (*Landgericht*) of Munich I, court file no. 30 O 15567/09, will be

withdrawn on the Closing Date (as defined in Clause IV). Deutsche Bank shall not file an application for costs, shall consent to the withdrawal of the action and warrants that Prof. Dr. Marsch-Barner and Mr. Bernd Bühner will also consent to the withdrawal of the action and will refrain from filing an application for costs.

6. Deutsche Bank warrants that the actions of the insolvency administrator of Taurus Holding GmbH & Co. KG i.L., Dr. Kurt Bruder, against darpar, Dr. Dieter Hahn and other former managing directors (*Geschäftsführer*) of Taurus Holding GmbH & Co. KG for withdrawals of funds and/or unlawful payments after factual insolvency has occurred (*Insolvenzreife*), which are pending before the German Federal Court of Justice, court file no. II ZR 1/14 and before the Regional Court of Munich I, court file no. 14 HK O 1877/07, will be withdrawn with costs and that no new actions will be filed in this connection. darpar shall consent to the withdrawals of the actions. The Kirch Parties warrant that defendants Dr. Peter Mihatsch, Dr. Jan Mojto, Dr. Klaus Piette and Dr. Dieter Hahn will consent to the withdrawals of the actions in the proceedings before the Regional Court of Munich I, court file no. 14 HK O 1877/07. In the event that defendant Brian McCamman Cook does not consent to the withdrawal of the action, Deutsche Bank warrants that insolvency administrator Dr. Kurt Bruder will waive the claims asserted with the abovementioned actions. Deutsche Bank warrants that insolvency administrator Dr. Kurt Bruder will stay the enforcement of the judgment (*Zwangsvollstreckung*) of the Higher Regional Court of Munich of 18 December 2013, court file no. 7 U 2900/09, and will bear the costs for this.
7. On the Closing Date (as defined in Clause IV), darpar will withdraw the action raising an objection to the judgment claim (*Vollstreckungsgegenklage*) by Dr. Leo Kirch against Deutsche Bank and Dr. Rolf-E. Breuer, which is currently pending before the German Federal Court of Justice, court file no. IX ZR 136/10. Deutsche Bank will withdraw its counteraction without undue delay after the action raising an objection to the judgment claim has been withdrawn and will, at the same time, consent to the withdrawal of the action. Deutsche Bank warrants that Dr. Rolf-E. Breuer withdraws his counteraction and consents to the withdrawal of the action. darpar shall consent to the withdrawals of the counteractions. darpar and Deutsche Bank shall not file any applications for costs and shall surrender the executory titles (see Annex 4) to the respective debtors together with the declaration to the effect that no rights will be asserted under such titles. Deutsche Bank warrants that Dr. Rolf-E. Breuer will not file an application for costs, either, that he will also consent to the withdrawal of the action and that he will surrender his executory titles to darpar together with the declaration to the effect that no rights will be asserted under such titles.
8. By order of 23 December 2013, the Local Court (*Amtsgericht*) of Munich, court file no. 63 VI 8992/11, dismissed the application filed by Deutsche Bank and Dr. Rolf-E. Breuer for an affidavit (*eidesstattliche Versicherung*) confirming the correctness of

the inventory of the estate of Dr. Leo Kirch. Deutsche Bank shall not file another application for an affidavit confirming the correctness of the inventory of the estate of Dr. Leo Kirch and shall declare to the Local Court of Munich that there is no need for any such affidavit. Deutsche Bank warrants that Dr. Rolf-E. Breuer will not file another application for an affidavit confirming the correctness of the inventory of the estate of Dr. Leo Kirch and that he will declare to the Local Court of Munich that there is no need for any such affidavit. On the Closing Date (as defined in Clause IV), Deutsche Bank shall withdraw all legal remedies filed against the abovementioned order of the Local Court of Munich and warrants that Dr. Rolf-E. Breuer will withdraw all legal remedies filed against such order on the Closing Date (as defined in Clause IV) as well.

9. The declarations to be made by the Kirch Parties, Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß as plaintiffs, claimants or persons having filed criminal complaints pursuant to this Clause I will be in accordance with the forms contained in **Annex 2**. If it is necessary or expedient to make further, amended or supplementary declarations for the purpose of achieving the intended purpose, the Kirch Parties, Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß shall make such declarations as well without undue delay.
10. The declarations to be made by Deutsche Bank as plaintiff or claimant pursuant to this Clause I will be in accordance with the forms contained in **Annex 3**. If it is necessary or expedient to make further, amended or supplementary declarations for the purpose of achieving the intended purpose, Deutsche Bank shall make such declarations as well without undue delay.
11. Attorney-at-law Hans Erl hereby declares towards Deutsche Bank in his capacity as managing director of darpar that darpar, taking into account contingent liabilities and the effects of this Agreement, is not overindebted or insolvent and is not in danger of becoming insolvent, either.

II. Amicable Solution and Settlement

1. The Parties agree that any claims, applications and notifications filed by the Kirch Parties, Mrs. Ruth Kirch, Dr. Bernd Kuhn or Dr. Oliver Krauß, PrintBeteiligungs GmbH and all assignors of KGL (companies of the Kirch Group which have assigned their claims for damages to KGL) against Deutsche Bank, current or former members of corporate bodies as well as employees or former employees of Deutsche Bank in connection with the facts and proceedings mentioned herein which are not included in Clause I above (including **Annex 1**), shall be withdrawn within five banking days (Frankfurt) after the Closing Date (as defined in Clause IV) or otherwise be terminated to the extent that this is legally possible in the

cooperation between the Parties, but without the assumption of payment duties beyond those provided for in this Settlement Agreement.

In this context, the provisions of Clause I 3. apply also to any further investigation or complaint proceedings or proceedings to force criminal prosecution (*Klageerzwingungsverfahren*) which have been initiated or are being conducted by the Kirch Parties against current or former members of corporate bodies as well as employees or former employees of Deutsche Bank. The Kirch Parties warrant that the provisions stipulated in Clause I 3. above will be applied to the proceedings within the meaning of the above sentence conducted by Mrs. Ruth Kirch, Dr. Oliver Krauß, Dr. Bernd Kuhn and by companies of the former Kirch Group.

2. Within five banking days (Frankfurt) after the Closing Date (as defined in Clause IV), darpar shall dispose of its shares in Deutsche Bank and warrants that Mrs. Ruth Kirch will proceed likewise. Apart from the above, darpar, to the extent legally permissible, hereby expressly waives the filing of further actions and legal remedies of whatever kind against resolutions passed by members of the corporate bodies of Deutsche Bank, in particular the General Meeting of Deutsche Bank, which may still be challenged by way of an action or any other legal remedy at the time this Agreement enters into effect and warrants that Mrs. Ruth Kirch will proceed likewise.
3. The Parties shall not assert any further claims, known or unknown, arising on whatever legal basis from or in connection with the Interview and/or any current or previous legal actions and disputes in relation thereto against each other or against former or current members of corporate bodies, employees or former employees of Deutsche Bank and/or against Mrs. Ruth Kirch, Dr. Bernd Kuhn or Dr. Oliver Krauß and shall not, in this connection, file any actions for retrial of a case (*Restitutionsklagen*) or any other legal remedy; this shall also comprise all measures specified in motion no. II. of the action by KGL of 31 December 2005 in the most recent version. The Kirch Parties warrant that Mrs. Ruth Kirch, Dr. Bernd Kuhn and Dr. Oliver Krauß will not assert any claims in the abovementioned scope, either. Deutsche Bank warrants that Dr. Rolf-E. Breuer will not assert any corresponding claims and will not support other former or current members of corporate bodies, employees or former employees in asserting corresponding claims.
4. Upon payment of the Settlement Amount and the Lump Sum for Costs (as provided for herein), all rights, receivables and claims of the Kirch Parties, whether known or unknown and arising on whatever legal basis from or in connection with the Interview and/or any past and present legal actions and disputes relating thereto – in particular the proceedings specified in Clause I and referred to in Clause II 1. – against Deutsche Bank, Dr. Rolf-E. Breuer, any other current and former members of Deutsche Bank's corporate bodies, any current and former employees and auditors of Deutsche Bank as well as the legal counsel and other agents of Deutsche Bank involved in the civil and

criminal proceedings specified in Clause I will be deemed settled and paid unless such rights, receivables and claims pass to Deutsche Bank on the basis or as a consequence of this Agreement; this also comprises all measures described in motion no. II of KGL's statement of claim dated 31 December 2005 in the most recent version.

Once the Kirch Parties have taken the Actions at Closing under this Agreement, all rights, receivables and claims of Deutsche Bank, whether known or unknown and arising on whatever legal basis from or in connection with the Interview and/or any past and present legal actions and disputes relating thereto – in particular the proceedings specified in Clause I and referred to in Clause II 1. – against the Kirch Parties, any current and former members of their corporate bodies, their legal counsel (including Dr. Bernd Kuhn and Dr. Oliver Krauß) and any other agents as well as against Dr. Dieter Hahn and Mrs. Ruth Kirch will be deemed settled and paid. It is made clear by the Parties that this will not prejudice any claims under this Agreement.

5. Furthermore, the Kirch Parties warrant that, upon payment of the Settlement Amount (as provided for herein), all rights, receivables and claims of all other companies (with the exception of Taurus Holding GmbH & Co. KG i.l.) which are affiliated within the meaning of Sec. 15 of the German Stock Corporation Act (*Aktiengesetz*, AktG) with Dr. Kirch or any of the companies listed in Clause II 1. or have been so affiliated since 2 February 2002 or in which Dr. Kirch or any of the companies listed in Clause II 1. has directly or indirectly held participations since 2 February 2002, of Mrs. Ruth Kirch, Hans Erl and Dr. Dieter Hahn, whether known or unknown and arising on whatever legal basis from or in connection with the Interview and/or any past and present legal actions and disputes relating thereto – in particular the proceedings specified in Clause I and referred to in Clause II 1. – against Deutsche Bank will be deemed settled and paid. To that extent, the Kirch Parties will indemnify Deutsche Bank and Dr. Rolf-E. Breuer from any claims asserted by KGL's and darpar's assignors.
6. Any applications for the taxation of costs filed in connection with the proceedings specified above that have not yet been ruled upon by a court in a final and non-appealable manner (*rechtskräftig*) will be withdrawn. If court orders have been issued on the taxation of costs in a final and non-appealable manner, the Parties waive their right of enforcement under these orders. The enforceable official copies (*vollstreckbare Ausfertigungen*) of these court orders on the taxation of costs will be surrendered to the respective debtor of the costs, which must be accompanied by a declaration to the effect that no rights will be asserted thereunder.
7. Upon payment of the Settlement Amount (as provided for herein), the Kirch Parties will no longer allege that Dr. Rolf-E. Breuer and Deutsche Bank wilfully breached the obligations owed by them to the Kirch Parties and other parties or acted contra bonos

mores. The fact that the aforementioned obligation is assumed and fulfilled does not entitle Deutsche Bank to assert any claims against the Kirch Parties.

8. In addition, the Parties declare that they do not intend to commence any disputes against each other based on facts other than those settled amicably hereunder. This will not prejudice the assertion of any rights under this Agreement.

III. Payments

1. In order to settle the actions for damages described in Clause I 1. a) and b) as well as to fully settle all claims arising from the ruling of the German Federal Court of Justice of 24 January 2006, court file no. XI ZR 384/03, Deutsche Bank undertakes to pay to darpar and KGL together an amount of EUR 775,000,000.00 (in words: seven hundred seventy-five million euros) plus interest at a rate of 5% accrued since 24 March 2011 ("**Settlement Amount**"), which amount will be divided between darpar and KGL as follows: an amount of EUR 8,750,000.00 (in words: eight million seven hundred and fifty-thousand euros) plus interest at a rate of 5% accrued since 24 March 2011 will be paid to darpar for the Print Action ("**Darpar Settlement Amount**") and an amount of EUR 766,250,000 (in words: seven hundred sixty-six million two hundred and fifty thousand euros) plus interest at a rate of 5% accrued since 24 March 2011 will be paid to KGL for the KGL Action ("**KGL Settlement Amount**"). The Settlement Amount is due for payment on the Closing Date in accordance with the terms of this Agreement; interest is payable on the Settlement Amount at a rate of 6% p.a. as from the first banking day (Frankfurt) following the due date of payment up to the date of payment.
2. Deutsche Bank also undertakes to pay a lump sum for costs in connection with the proceedings described in Clause I in a fixed amount of EUR 40,000,000 (in words: forty million euros) ("**Lump Sum for Costs**"). The Lump Sum for Costs is due for payment on the Closing Date in accordance with the terms of this Agreement; interest is payable on the Lump Sum for Costs at a rate of 6% p.a. as from the first banking day (Frankfurt) following the due date of payment up to the date of payment.
3. Any assignment of the payment claims under this Clause III. is hereby excluded. Any set-off against, and any assertion of retention rights with respect to, claims constituted hereunder are equally excluded.

IV. Closing

On the date of signing of this Agreement ("**Closing Date**"), the Kirch Parties and Deutsche Bank will meet before the 5th Chamber for Civil Matters at the courthouse

of the Higher Regional Court of Munich ("**Place of Closing**") for the purpose of closing this Agreement.

1. On the Closing Date, Deutsche Bank and the Kirch Parties will perform the following actions at the Place of Closing ("**Actions at Closing**"):
 - a) The Kirch Parties will make the declarations contained in Annex 2 in the form set out in Annex 2 and will submit the declarations to be made by Mrs. Ruth Kirch, Dr. Oliver Krauß and Dr. Bernd Kuhn in accordance with Annex 2 in the form set out in Annex 2 and will arrange for such declarations to be placed on file with the court (*in den Rechtsverkehr einbringen*); it is made clear by the Parties that this will not prejudice the obligation of the Kirch Parties, Mrs. Ruth Kirch, Dr. Oliver Krauß and Dr. Bernd Kuhn under Clause I 9. sentence 2.
 - b) The Kirch Parties will submit the declaration of the law firm of Bub, Gauweiler & Partner, with which the latter withdraws the action brought against Deutsche Bank, Prof. Dr. Reinhard Marsch-Barner and Bernd Bühner for the disclosure of information and payment of damages, which is pending before the Regional Court of Munich I, court file no. 30 O 15567/09, and will arrange for such declaration to be placed on file with the court.
 - c) Deutsche Bank will submit the declarations of the insolvency administrator of Taurus Holding GmbH & Co. KG i.L., Dr. Kurt Bruder, with which Dr. Bruder withdraws the actions brought against darpar, Dr. Dieter Hahn and other former managing directors of Taurus Holding GmbH & Co. KG pending before the German Federal Court of Justice, court file no. II ZR 1/14, and the Regional Court of Munich I, court file no. 14 HK O 1877/07, and stays the enforcement of the judgment of the Higher Regional Court of Munich of 18 December 2013, court file no. 7 U 2900/09, thereby undertaking to bear the costs for both the withdrawal of actions and the staying of enforcement of judgment, and will arrange for such declarations to be placed on file with the court.
 - d) Deutsche Bank will make the declarations contained in Annex 3 in the form set out in **Annex 3**; it is made clear by the Parties that this will not prejudice the obligation of Deutsche Bank under Clause I 10. sentence 2.
 - e) darpar and Deutsche Bank will surrender the executory titles listed in **Annex 4** to the respective debtors and declare that they will no longer assert any rights under such titles.

- f) Deutsche Bank will make payment, in each case with debt-discharging effect (*schuldbefreiend*), of the Darpar Settlement Amount, the KGL Settlement Amount and the Lump Sum for Costs by handing over (on the premises of the Deutsche Bundesbank in Munich) a guaranteed Bundesbank cheque (*bestätigter Bundesbankscheck*) in the amount of the Darpar Settlement Amount, the KGL Settlement Amount – in each case less the capital gains tax to be withheld in the amount of 25% of the interest owed, plus a 5.5% solidarity surcharge on the capital gains tax – and the Lump Sum for Costs, respectively, to Mr. Erl, attorney-at-law.
2. The Parties will sign a closing memorandum (*Vollzugsprotokoll*) as set out in **Annex 5** following performance of the Actions at Closing.

V. Entry into Effect

This Agreement becomes effective once it has been signed by all Parties.

VI. Press Release

Following the signing of this Agreement, Deutsche Bank will publish a press release in accordance with **Annex 6**.

VII. Miscellaneous

1. The Kirch Parties affirm that darpar and KGL each holds, owns and may freely dispose of all rights, receivables and claims attributed to them under this Agreement unless provided otherwise by the final and non-appealable part of the ruling of the Higher Regional Court of Munich of 14 December 2012, court file no. 5 U 2472/09.
2. Deutsche Bank affirms that the Management Board of Deutsche Bank has approved the conclusion of this Agreement.
3. The Parties will take all measures that are required or expedient to perform this Agreement and to achieve the purpose hereof and will refrain from taking any measures that do not serve this purpose.
4. Without undue delay after this Agreement has become effective, the Parties will notify the courts before which the actions described in Clause I are pending of the fact that the Parties agreed on a comprehensive settlement and will procure that the courts will cease to expedite (*fördern*) proceedings for the time being.

5. Any amendments of and supplements to this Agreement require written form in order to be effective unless more stringent formal requirements are prescribed under mandatory law. This also applies to any waiver of this written form requirement.
6. Should any provision of this Agreement, in particular Clause II., be or become invalid in whole or in part or lack any necessary provision, this will not prejudice the validity of the remaining provisions hereof. The invalid provision will be replaced, or the gap be filled, by a legally valid provision that corresponds as closely as possible to what the Parties intended, or would have intended bearing in mind the objective and purpose of this Agreement, had they been aware of the invalid provision or noticed the gap. In particular, the Parties will agree on supplementary and more detailed provisions as are required or expedient for the fulfilment of this Agreement or for the achievement of its objective.
7. To the extent permissible, the exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is Munich."

Closing date of the Settlement Agreement was 20 February 2014.

In the Settlement Agreement, the company undertook to pay (1) an amount of EUR 775,000,000.00 (plus interest) to settle two damage claims proceedings pending before the Higher Regional Court of Munich (cf. Clause III. 1. of the Settlement Agreement) and (2) a lump sum for costs in the amount of EUR 40,000,000.00 (cf. Clause III. 3 of the Settlement Agreement). The lump sum for costs also covers the terminated contestation proceedings.

No further agreements or ancillary agreements were made in connection with the termination of the proceedings. No other payments by the company or third-party payments attributable to the company were made.

Frankfurt am Main, February 2014

Deutsche Bank Aktiengesellschaft
The Management Board