Joint Report

of the Management Board of

Deutsche Bank Aktiengesellschaft, Frankfurt am Main,

and the Board of Managers of

Deutsche Bank Financial LLC, Wilmington, Delaware, U.S.A.

on a Partial Profit and Loss Transfer Agreement

between

Deutsche Bank Aktiengesellschaft

and Deutsche Bank Financial LLC

in accordance with Section 293a of the German Stock Corporation Act (AktG)

Introduction

Deutsche Bank AG ("***DBAG***") and Deutsche Bank Financial LLC ("***DB LLC***") intend to enter into a Revenue Sharing Agreement, under which DBAG undertakes to transfer part of its profit and loss generated from the business of its branch in New York City, U.S.A. ("***DBNY***") to DB LLC. DB LLC, in turn, undertakes to provide DBNY with a capital contribution of USD 385 million.

Simultaneously with this Agreement, the same parties intend to enter into an Operating Agreement. In that Operating Agreement, the parties agree on establishing a business management body at the level of DBNY and to grant DB LLC the right to elect one member of that body. In addition, DB LLC shall be given the right to be consulted in the operation of DBNY in order to be protected against any breach of the Revenue Sharing Agreement and, also, against an increase of the liability risk exceeding the scope provided for in the Revenue Sharing Agreement.

The two Agreements are subject to the laws of the State of New York. Regardless of the stipulated choice of law, the Revenue Sharing Agreement is to be regarded under German law as a partial profit and loss transfer agreement within the meaning of Section 292 (1) No. 2 of the German Stock Corporation Act (AktG), the conclusion of which triggers the duty to comply with the legal rules for such agreements between business enterprises.

The final draft of the Revenue Sharing Agreement will therefore (together with the final draft of the Operating Agreement) be presented to the Annual General Meeting of DBAG on 26 May 2011 for approval as an agreement between business enterprises pursuant to Section 293 (1) of the Stock Corporation Act (AktG).

In order to inform the shareholders and to prepare the adoption of resolutions in the General Meeting, the Management Board of DBAG, together with the management body (Board of Managers) of DB LLC, submits the following report on the Partial Profit and Loss Transfer Agreement between DBAG and DB LLC in accordance with Section 293a of the Stock Corporation Act (AktG).

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I. The Parties

1. Deutsche Bank AG

Deutsche Bank AG is a stock corporation (*Aktiengesellschaft*) based in Frankfurt am Main and registered under registration number HRB 30 000 in the commercial register of the Frankfurt am Main Local Court (*Amtsgericht*). It maintains its principal place of business at the address Taunusanlage 12, 60325 Frankfurt am Main, and has branches in Germany and abroad.

According to its articles of association, DBAG's business object is the operation of banking transactions of any kind, the provision of financial and other services and the promotion of international economic relations. It is established in its articles of association that DBAG is authorised to conclude agreements between business enterprises.

The Management Board consists of Dr. Josef Ackermann (Chairman), Dr. Hugo Bänziger, Jürgen Fitschen, Anshuman Jain, Stefan Krause, Hermann-Josef Lamberti and Rainer Neske.

2. Deutsche Bank Financial LLC

DB LLC is a wholly-owned subsidiary of DBAG, registered at the address Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, U.S.A. The company was established in the legal form of a limited liability company under the laws of the State of Delaware, U.S.A. Its business object includes all kinds of transactions within the scope of the applicable law. Currently, the distribution of profits earned by DB LLC is subject to DBAG's decision.

The management body of DB LLC (Board of Managers) consists of five members: Jonathan Blake, Richard W. Ferguson, Stefan Krause, Vaughn Smith, and Alexander von zur Mühlen.

As per 31 December 2010, DB LLC had a balance sheet total of USD 13.483 billion.

II. Legal and economic reasons for the conclusion of the Partial Profit and Loss Transfer Agreement

1. Current structure of Deutsche Bank AG's U.S. business

DBAG runs its principal operative business in the U.S.A. through its branch in New York, on the one hand, and through its subsidiary Taunus Corporation and the latter's subsidiaries ("**Taunus Group**"), on the other hand.

The business of DBAG is divided into three areas: Corporate Investment Banking (CIB), Private Clients and Asset Management (PCAM) and Corporate Investments (CI). Within the areas CIB and PCAM, DBNY and Taunus Group are active, inter alia, in the issuance of and trading in loans and other debt instruments, in the trade in securities and other financial products, the provision of services and consultancy in connection with the capital market and transaction business, corporate finance, asset management and wealth management for private clients.

1.1 Deutsche Bank New York Branch

The branch of Deutsche Bank AG based in New York City, New York (U.S.A.) is licensed as a foreign branch for Commercial Banking and is active in the wholesale banking business as a bank not being part of the deposit guarantee scheme (*Einlagensicherungssystem*).

DBAG maintains a Cayman branch for regulatory purposes. The operations associated with this branch are conducted by DBNY personnel that are situated in New York. Revenues generated from the Cayman Islands branch are attributable to DBNY's U.S. operations for U.S. tax purposes.

1.2 Taunus Group

The holding company of Taunus Group is Taunus Corporation ("**Taunus**"), a wholly-owned subsidiary of DBAG. Taunus is a company incorporated under the laws of the State of Delaware, U.S.A. Being a bank holding company, Taunus is regulated in accordance with the banking rules of U.S. federal law and the laws of the State of New York and, therefore, together with its subsidiaries, is subject to a number of regulatory requirements on capitalisation.

Taunus is the ultimate mother company of more than 100 subsidiaries. Among others, the companies of Taunus Group include Deutsche Bank Trust Corporation ("**DBTC**") and its subsidiaries.

The investment of DBAG in Taunus is currently not part of the assets of DBAG that have been allocated for U.S.-tax purposes to its DBNY branch.

1.2.1 Deutsche Bank Trust Corporation

DBTC is a company incorporated under the laws of the State of New York, U.S.A. It is a wholly-owned subsidiary of Taunus. DBTC, in turn, directly and indirectly owns numerous subsidiaries.

One such directly owned subsidiary is DB Trust Company Americas ("DBTCA"), a corporation that was incorporated and chartered as a bank and trust company under the laws of the State of New York. DBTCA is primarily engaged in the provision of banking services to individuals and small business customers, including lending and other corporate financing; institutional asset management and investment fund business for

high net-worth customers; cash management, the provision of trade finance services, and business-related trust and agency services.

Due to its ownership of DBTCA, DBTC also is regulated for purposes of the U.S. Bank Holding Company Act as a bank holding company and is also qualified as a financial holding company.

1.2.2 Other companies of Taunus Group

The other subsidiaries of Taunus include entities that are registered broker-dealers in the area of Global Markets (brokerage and syndication of bank loans and trading in and structuring of fixed income securities), Corporate Finance (real estate investment banking, advisory services, asset finance), and foreign securities trading. These entities, together with other Taunus subsidiaries, also engage in the provision of investment banking and advisory services to private and institutional customers, real estate funds management, pension funds management, the issuance of, trading in and securitisation of loans and mortgage-backed assets and securities, and the fiduciary management of pension reserves.

1.3 Essential key data of Deutsche Bank AG's U.S. business

1.3.1 Allocated equity of DNBY

DBAG's allocated equity attributable to DBNY under Basel II pursuant to a risk-weighted capital allocation ("***allocated equity***") amounted to USD 15.2 billion as per 31 December 2010.

1.3.2 Net profits and net losses DBNY

Net losses of about EUR 372 million in the fiscal year 2008, net profits of approximately EUR 1.795 billion in 2009 and a net profit of around EUR 1.004 billion in 2010, in each case before taxes, determined on the basis of IFRS, were attributable to the assets and liabilities of DBAG that are to be allocated to the DBNY branch.

1.3.3 Profits and losses Taunus Group

Taunus Group, with its more than 100 companies and a balance sheet total of approximately USD 372 billion (on the basis of US GAAP), achieved, on a consolidated basis, a net loss of approximately EUR 4.067 billion in the fiscal year 2008, a net profit of about EUR 2.94 billion in 2009 and a net profit of around EUR 1.091 billion in 2010, in each case before taxes and determined on the basis of IFRS.

1.3.4 Consolidated profits and losses

The entire U.S. business of DBAG, which includes DBNY and Taunus Group, generated a net loss of approximately EUR 4.44 billion in 2008, a net profit of about EUR

4.735 billion in 2009 and a net profit of around EUR 2.096 billion in 2010, in each case before taxes and determined on the basis of IFRS.

2. Envisaged reorganisation

The conclusion of the Revenue Sharing Agreement and the Operating Agreement between DBAG and DB LLC is associated with a reorganisation of DBAG's U.S. business, which is necessary for U.S. regulatory and U.S. tax reasons. For regulatory reasons, a transfer of DBTC from Taunus Group to DBAG is required (see 2.1 below). However, in order to avoid adverse regulatory capital disadvantages and U.S. tax inefficiencies that may result from the necessary changes to the organizational structure, DBNY and Taunus Group shall, solely for U.S. tax purposes, be restructured and included in the same U.S. tax group. Therefore, as further described below, Taunus Group, together with its subsidiaries, shall join in a consolidated U.S. tax filing with DBNY (see 2.2 below). This requires that DBNY be recognised for U.S. tax purposes (only) as a business entity that is separate from DBAG, and thereafter, DBNY will elect to be treated, solely for U.S. tax purposes, as an association taxable as corporation. In the case at hand, this shall be achieved by establishing DBNY as a business entity through the participation by DBAG and DB LLC in the business operations, profits and losses of DBNY for U.S. tax purposes (see 2.3 below).

2.1 Necessity to separate DBTC from Taunus Group for regulatory reasons

The activities of Taunus Group and of DBTC must be separated for two reasons: First to enable Taunus to no longer be characterized as a bank holding company for U.S. regulatory purposes, thereby eliminating the requirement for it to comply with Basel II reporting obligations and, secondly, in order to minimize the anticipated negative consequences from new bank capital requirements that will be imposed under the federal Dodd-Frank Wall Street Reform and Consumer Protection Act ("***Dodd-Frank Act***"), effective from 21 July 2010, in particular the so-called "Collins Amendment" of the Dodd-Frank Act.

2.1.1 Reporting requirements under Basel II

In December 2007, the Board of Governors of the Federal Reserve System ("Federal Reserve Board") and other U.S. banking agencies adopted regulations entitled "Risk-Based Capital Standards: Advanced Capital Adequacy Framework – Basel II" ("U.S. Basel II Framework") to implement the international capital adequacy framework issued by the Basel Committee on Banking Supervision of the Group of 10 countries (the "**Basel Committee**"), requiring certain "core banks" meeting eligibility thresholds in the regulations to comply with the U.S. Basel II Framework fully by January 1, 2010.

Generally, a bank holding company (which for these purposes excludes Deutsche Bank AG itself) or bank must, on a consolidated basis, have total assets of at least $250 billion or "on-balance sheet foreign exposure", as defined in the regulations, of at

least $10 billion to be a core bank subject to the U.S. Basel II Framework. Although imposition of these rules would not require additional capital to be injected into either Taunus or its subsidiaries, it would require them to report regulatory capital in conformance with the U.S. Basel II Framework. Accordingly, in April 2008, Deutsche Bank applied for an exemption with the Federal Reserve Board from the application of the U.S. Basel II Framework to Taunus and its depository institution subsidiaries.

Against the background of the pending application, the Federal Reserve staff initially did not require Deutsche Bank to take any action to implement the U.S. Basel II Framework. During 2010, however, it became apparent that the exemption was not going to be granted. Deutsche Bank believes this resulted from a general intensification of the supervisory standards imposed on banking organizations and the imminent elimination of exemptions under the Collins Amendment (see 2.1.2 below). Accordingly, in the absence of a reorganization of the current legal entity structure, Taunus as a bank holding company, together with its subsidiaries, would be subject to the reporting requirements of the U.S. Basel II Framework.

Due to the size of Taunus Group, the implementation of the reporting requirements would – according to internal estimates – be associated with significant non-recurring and considerable recurring implementation costs. Amongst others, data relating to the assets existing in the companies of Taunus Group would have to be recorded on an ongoing basis in accordance with definitions imposed by each of the U.S. Basel II Framework and the European Capital Requirements Directive applicable to DBAG.

Separating the regulated company DBTC from Taunus Group by the end of 2011 Taunus would no longer be characterized as a bank holding company for U.S. regulatory purposes and, consequently, Taunus would no longer be required to utilize the Basel II reporting requirements. Although DBTC would remain a bank holding company and financial holding company under the Bank Holding Company Act, on a consolidated basis it does not meet the minimum total assets or foreign exposure thresholds for core bank status and thus would not be subject to the Basel II reporting requirements.

2.1.2 Bank capital requirements under the Dodd-Frank Act

In July 2010, the Dodd-Frank Act was adopted in the U.S.A. Due to the rules regarding regulatory capital in title I of that Act (the so-called Collins Amendment), Taunus as a U.S. bank holding company would, on or around 2015, no longer be permitted to include the equity of DBAG (its foreign parent company) when determining its own U.S. bank capital requirements.

The capital needs cannot be exactly quantified for the time being. If these requirements were applicable today, Taunus, with respect to the actual volume of business of Taunus Group, would need additional regulatory capital in a magnitude of several billion USD to satisfy the U.S. capital requirements that are expected to apply to U.S. bank holding companies.

The applicability of bank capital requirements to Taunus Group, just as the Basel II reporting obligation, is a result of the regulated activities of DBTC and its subsidiaries. By separating DBTC from Taunus Group, the reporting obligations can be avoided, as Taunus will thereby lose its status as a bank holding company. The requirements regarding the regulatory capital will continue to apply to DBTC. The amount of regulatory capital that DBAG will have to allocate to DBTC, however, is estimated to be significantly less than the capital that would have to be allocated to Taunus if it continued to be characterized as a U.S. bank holding company.

2.2 Formation of a tax entity in the U.S.A.

Separating DBTC from Taunus Group would, in the current U.S. tax structure of DBNY and Taunus Group, imply significant U.S. regulatory capital and U.S. tax inefficiencies.

Under U.S. tax law, immediately after the separation, DBTC (and subsidiaries) would become a separate U.S. taxable entity. Profits and losses, if any, of DBTC could then no longer be set off against losses or profits, respectively, of the remaining companies of Taunus Group (and vice versa). Thus, there would be an increased likelihood that DBTC or Taunus Group would experience greater deferred tax assets attributable to tax losses than they would have experienced if the entities were included in a single U.S. tax grouping. These additional deferred tax assets, to the extent attributable to tax losses, would be deducted from the the regulatory tier 1 capital of DBAG under the Basel III regime to be imposed in the future.

While the transfer of DBTC to DBAG can take place in a neutral manner under U.S. tax law, the creation of a new separate U.S. taxable entity will create additional administrative work and require additional resources. Further, in the case of separate entities, ordinary course of business transactions that may occur among the separate groups will cause increased U.S. federal and state taxation as well as additional transfer pricing and tax compliance burdens.

To reduce the occurrence of these inefficiencies associated with having separate taxpayers, prior to the separation of DBTC from Taunus Group, a tax restructuring will occur to permit DBNY and Taunus Group to be combined into a single group for U.S. tax purposes. DBNY will be the parent of this newly combined tax group. This restructuring also is intended to provide the combined group with additional U.S., state and local tax efficiencies which these entities currently do not experience.

2.3 Establishment of DBNY as a corporation for U.S. tax purposes

The formation of a U.S. tax entity parented by DBNY presupposes that DBNY is a business entity for U.S. tax purposes. While currently, DBNY is a branch of DBAG the introduction of DB LLC as a profit sharer and business participant in DBNY permits DBNY to be characterized as a business entity for U.S. tax purposes. The investment by DB LLC into DBNY against consideration of a two percent (2%) share of

the profits and losses of DBNY introduces DB LLC as a business participant in the activities of DBNY for U.S. tax purposes. At the same time, DBNY will adopt a corporation-like governance structure to enable DB LLC to participate in the management of the business activities of DBNY.

The participation of DB LLC, which, according to a German understanding of the law, is structurally similar to a silent partnership, is created under the Revenue Sharing Agreement. Even though U.S. tax-law insofar does not provide for a minimum holding, a contribution by DB LLC to DBNY of approximately 2% of the allocated equity attributable to DBNY is expected to be sufficient to cause DB LLC to be recognized as a business participant in DBNY from a U.S. tax-law perspective.

The governance structure of DBNY is the subject matter of the Operating Agreement, which establishes a management body of DBNY to be elected by DBAG and DB LLC whereby DB LLC will be able to appoint one of the initial seven members of the DBNY Board. In addition, DB LLC is granted certain approval rights regarding the management of DBNY’s business.

The Revenue Sharing Agreement and the Operating Agreement ultimately serve to regulate a contractual relationship between DBAG and DB LLC regarding their common interests in an independent business unit that stands any comparison at arm’s length.

The creation of a tax entity in the U.S.A. under the leadership of DBNY can be achieved as follows:

- DB LLC will make an initial contribution of USD 385 million to DBNY the proceeds of which will be used in DBNY's ordinary course of business. This contribution is equivalent to an interest of 2% of the accumulated shareholder equity of DBAG that is allocated to DBNY, including DBAG's shareholder equity (excluding minority interests) in Taunus (which will become part of the U.S. tax grouping). In exchange, DB LLC derives a 2% share of the annual after-tax earnings of DBNY. DB LLC’s return will be subject to an annual cap. To the extent DBNY incurs losses, DB LLC’s allocation will be limited to its aggregate investment amount. Furthermore, at the level of DBNY, a Board of Directors to be elected by DBAG and DB LLC is contractually established, and DB LLC is granted certain approval rights.

- These arrangements between DBAG and DB LLC regarding DBNY serve to enable DBNY to be recognised, for U.S. tax purposes only, as an independent business entity and, as such, to permit DBNY to elect to be treated as a corporation under U.S. tax law (the so-called “check the box” regulations).

- In a third step and solely for U.S. tax purposes, DBNY and Taunus, including the latter’s subsidiaries, will take the actions necessary to be included in a consolidated tax filing, of which DBNY is the parent.

- Finally, the investment of Taunus in DBTC is separated from Taunus Group and transferred to DBAG. Having completed the steps above, DBTC will be held by DBNY for U.S. tax purposes, and remain in the consolidated US tax filing.

Outside of U.S. tax law, this measure does not change anything in the legally dependent nature of DBNY as a branch of DBAG and in the position of Taunus and, following the restructuring, DBTC as a direct subsidiary of DBAG.

III. Alternatives to a Partial Profit and Loss Transfer Agreement

The objectives shown above in II. cannot be achieved by other arrangements, so that there is no reasonable alternative to the conclusion of a partial profit and loss transfer agreement under economic and legal aspects.

Other agreements between business enterprises within the meaning of Section 291 (1) of the Stock Corporation Act (AktG) are not apt to achieve the intended result. Neither can or should DBAG subject its business by means of a domination agreement to the directions of its wholly-owned subsidiary DB LLC, nor should the entire profit of DBAG be transferred to DB LLC within the scope of a profit and loss transfer agreement. Neither DB LLC's conduct of the business of DBAG, nor the transfer or lease of the entire operation or part of the operation of DBAG is apt to achieve the desired consequences under U.S. tax law.

The conclusion of an agreement between business enterprises under which DBAG does not act as the company transferring its profits but is to receive profits cannot be considered, either. This is because DB LLC would be unable to partake in the business activities and participate in its profits and losses from DBNY. Therefore, the U.S. regulatory and U.S. tax efficiencies sought would not be realized.

IV. Explanation of the Agreements

1. Revenue Sharing Agreement

1.1 Overview

According to the Revenue Sharing Agreement, DB LLC participates in the business of DBNY with a contribution of USD 385 million to DBNY's business. DB LLC, in turn, receives a share of 2% of the profits and losses of DBAG that are attributable to the assets and liabilities of its branch, DBNY.

The profit shares due to DB LLC are determined annually and paid out to DB LLC up to a maximum of 11.5% of DB LLC's contribution (thus, initially, USD 44.275 million). Amounts exceeding the maximum amount will be used exclusively for setting

off any losses allocated to DB LLC in the future. Any remaining balance of profits not paid out is not due to DB LLC and instead would be allocated to DBAG.

DB LLC's share in the losses is limited in total to the amount of its total contributions made to DBNY, including any profits accrued and not transferred to DB LLC during the contractual term. Its losses are set off against the current balance of undistributed profits on an ongoing basis, and upon the termination of the agreement, the return of DB LLC's contribution is reduced accordingly. A further duty to compensate for losses is not created.

DBAG's shares in the profits and losses of DBNY are determined on an annual basis, too. In this context, except for amounts distributed or allocated to DB LLC neither the distribution of profits nor the allocation of losses to DBAG is subject to a contractual limit as to their amounts.

Below, the essential contents of the Revenue Sharing Agreement are presented and explained.

1.2 RECITALS

As customary in Anglo-American contracts, recitals comprise the major factual and legal aspects and reasons, which have been dominating for the parties' decision to conclude both the *Revenue Sharing Agreement* and the *Operating Agreement.* Both agreements shall take effect on 31 December 2011.

Further details on these aspects and reasons, which have been dominating for the parties' decision to conclude the *Revenue Sharing Agreement* und *Operating Agreement*, have been given under II.

1.3 SECTION 1 (Definitions)

In line with Anglo-American contractual technique, Section 1 comprises definitions of capitalized terms used in the agreement. With regard to the entire agreement these terms have the meaning set forth in this Section. For a proper understanding of the following Sections it is thus necessary to consider these definitions.

1.4 SECTION 2 (Revenue Sharing) and SECTION 3 (Payments and Distributions)

Sections 2 and 3 comprise the major parts of the agreement, i.e. the requirements and details of revenue sharing, payments and distributions to the parties. Due to the close connection of both sections they are presented and explained together.

1.4.1 Capital contribution by DB LLC

In consideration of its proportionate share in the revenue of DBNY, DB LLC makes a capital contribution to DBNY (see Section 2 (a) of the Agreement).

1.4.1.1 Contribution of USD 385 million

At the beginning of the contractual term, said capital contribution amounts to USD 385 million. This corresponds to around 2% of the accumulated shareholders equity of DBAG that is allocated to DBNY, including DBAG's shareholder equity (excluding minority interests) in Taunus (which will become part of the U.S. tax grouping). The accumulated shareholders equity allocated to DBNY has been calculated with respect to the proportion of the risk-weighted assets (under Basel II principles) of DBNY in relation to DBAG. The shareholders equity of DBAG has been determined as IFRS equity plus several so-called trust preferred securities. The exact allocation is done by way of a risk-weighted capital allocation.

1.4.1.2 Increase and repayment of capital by DBAG

In order that DB LLC's interest during the contractual term remains always equal to about 2% and that of DBAG equal to the remaining 98% of the allocated equity to DBNY, any subsequent change to the allocated equity of DBAG allocated to DBNY triggers an additional funding requirement or an automatic repayment of a portion of DB LLC's contribution. The amount of the additional payment or repayment is calculated annually by comparing the average amount of capital of DBAG allocated to DBNY during the last year with the average amount of capital of DBAG allocated to DBNY during the year before.

Section 2 (b) of the Agreement provides that DB LLC is to subsequently increase its capital contribution to DBNY if the average amount of capital allocated to DBNY during the last year has increased compared to the average amount of capital allocated to DBNY during the year before. In this case, DB LLC has to pay 2% of the increase amount. Conversely, under Section 3 (d) of the Agreement, a corresponding portion of the contribution is distributed to DB LLC if the average allocated equity of DBNY has diminished. DB LLC then receives 2% of the difference, reduced by the DB LLC share in the loss of the last year and dividends that have been distributed to DB LLC during this year.

If the amount of DB LLC's contribution changes, also the absolute amount of the profit distribution limit changes, which always amounts to 11.5% of the capital contribution (for more details, see 1.4.3.2 below).

If DB LLC comes into permanent default with respect to a payment obligation vis-à-vis DBNY, then according to Section 2 (b) of the Agreement, DB LLC loses its claim to profit distributions as from that year. If subsequently the payment is made, this claim is revived again only with regard to profits of the then following year.

1.4.2 Reduction of the contribution by payment of dividends

The contribution of DB LLC is also reduced if dividends are distributed by subsidiaries of DBNY and paid to DB LLC pursuant to Section 3 (a) of the Agreement during the contractual term (for more details, see 1.4.4 below).

1.4.3 Share in profits and losses

The Agreement provides that DB LLC will economically participate in the profits generated by DBNY (including, after being combined for U.S. tax purposes with the Taunus Group, those generated by Taunus) in the amount of its equity interest of 2%, subject to a cap.

1.4.3.1 Determination of profits and losses

DBAG and DB LLC share the annual profit or loss of DBNY on a consolidated basis, i.e. the profit or loss of DBAG that is to be attributed to the assets and liabilities of DBNY and the companies included with DBNY in the U.S. tax group. The assets and liabilities are determined in accordance with U.S. GAAP, as modified to reflect conventions adopted in the ordinary course of business. The assets and liabilities in question at the time of the effective date of the agreement, i.e. 31 December 2011, as the case may be, are listed in Exhibit B to the Agreement.

As the revenue generated in the subsidiaries of DBNY is already taken into account in the determination of profits and losses, dividend payments that DBNY received from the companies bundled with DBNY to form a U.S. tax entity were according to the Agreement deducted to prevent double counting in the result (for more details, see 1.4.4 below).

1.4.3.2 Share in the profits

Annual profits of the U.S. tax group that are generated in any fiscal year during the contractual term are granted to DB LLC in accordance with its 2% interest pursuant to Section 2 (a) of the Agreement.

Any share in profits attributable to DB LLC is first to be set off against any losses to be attributed to DB LLC that accrued in previous years and have not been otherwise compensated for. Any remaining share in profits is distributed to DB LLC up to an annual cap of 11.5% of the contribution made (and subsequently increased or decreased, if applicable) by DB LLC. Any profit share exceeding the cap is retained and carried forward. It may be used for setoff against any future losses (for more details, see 1.4.3.3).

1.4.3.3 Share in the losses

Similar to the allocation of profits, annual losses accrued in any fiscal year during the contractual period are distributed between DBAG and DB LLC in accordance with their participation of 98% and 2%.

DB LLC's annual loss share is first set off against any profit shares carried forward from earlier fiscal years that were not distributed in earlier fiscal years because the cap limit was exceeded (cf. 1.4.3.2 above).

Any remaining loss is carried forward to future fiscal years. Before a profit share may be distributed to DB LLC in future fiscal years, a loss thus carried forward must be fully settled (cf. 1.4.3.2 above). A loss carried forward, however, does not oblige DB LLC to make a compensation payment during or at the end of the contractual term.

The maximum total loss from all fiscal years during the term of the Agreement that is attributable to DB LLC is limited to the amount of the capital contribution made (and subsequently increased or decreased, if applicable) plus any profits carried forward. However, it reduces DB LLC's claim to the repayment of the capital contribution at the end of the contractual term (see 1.4.5 below). Any further losses will be allocated solely to DBAG according to Section 2 (c).

1.4.4 Handling of dividends

As the revenue generated in the subsidiaries of DBNY is already taken into account in the determination of profits and losses, dividend payments that DBNY receives for U.S. tax purposes from any of the companies included with DBNY to form a U.S. tax entity are deducted from the result for DBNY for purpose of determining DB LLC's profit and loss sharing.

A U.S. company that has elected to be treated as a corporation for U.S. tax purposes but that is not a corporation for tax purposes in its home country (e.g., DBNY) and who received a shareholder loan from its foreign parent cannot, under U.S. tax law, set off its interest expense against dividend yields of its subsidiaries if the dividend income is not fully distributed to its foreign parent. To avoid such tax disadvantages, all dividends DBNY receives for U.S. tax purposes from subsidiaries of DBAG (which for US tax purposes are attributed to DBNY, such as the entities of the Taunus Group) are to be passed on to DBAG and DB LLC in the same fiscal year in which they are received by DBNY.

The corresponding dividends are paid out in accordance with Section 3(a) of the Agreement in 2% to DB LLC, the rest to DBAG.

Under the Revenue Sharing Agreement, the dividend payments are treated as a repayment of capital and lead to the situation that the contribution of DB LLC is reduced by the distributed amounts.

1.4.5 Payments on termination of the Agreement

In the event the Agreement is terminated, the Parties shall proceed to a settlement as set forth in Section 3 (a).

The contribution made and, if applicable, subsequently increased or decreased by DB LLC is paid out after having been reduced by any losses carried forward attributable to DB LLC. Any current year allocable profits will be paid out pro rata accordingly.

Pursuant to Section 2 (c), any losses exceeding the contribution are not settled. Neither are any dividends carried forward paid out that could not be distributed or set off against shares in losses (cf. 1.4.3.2 above).

1.5 SECTION 4 (Term)

The Revenue Sharing Agreement has no fixed term and no minimum duration. It ends automatically upon termination of the Operating Agreement (cf. IV.2.5 below).

1.6 SECTION 5 (Tax treatment)

Section 5 states the parties' intention to enable DBNY to constitute a "business entity" for purposes of US-tax law and to elect to be treated as an association taxable as corporation. For further details see above II.2.2. and 2.3.

1.7 SECTION 6 (No Agency Relationship)

Section 6 states that this Agreement does not establish an agency relationship between DBNY and DB LLC. No other legal consequences and effects than those as set forth in the Agreement shall become effective. A provision of this kind is customary with regard to Anglo-American contractual technique.

1.8 SECTION 7 (Modifications and Waivers)

As customary in Anglo-American contracts, Section 7 comprises the provision that any supplement, modification, waiver, or termination of the Agreement must be made in writing by all parties. Beyond this, the effect of a waiver is limited to the relevant provision and shall not constitute a continuing waiver.

1.9 SECTION 8 (Consent to jurisdiction) and SECTION 9 (Governing law)

As the Revenue Sharing Agreement in connection with the Operating Agreement serves the purpose to establish an independent tax entity for U.S. tax purposes with interests held by DBAG and DB LLC, the Agreement must be governed by U.S. law and provide for the U.S. courts having jurisdiction.

Therefore, in accordance with Section 9, the Parties have chosen the law of the State of New York as the applicable law and, in accordance with Section 8, established that the courts of New York shall have non-exclusive jurisdiction. Any mandatory statutory jurisdiction of other courts is not affected thereby.

1.10 SECTIONS 10-14

Sections 10-14 comprise several provisions which are customary in Anglo-American contracts of that kind.

Section 10 states that any provision of the Agreement shall be binding upon and inure to the benefit of the respective successors. According to section 11 the rights and obligations of each of the Parties may be transferred or assigned only upon written consent of each other Party. This provision comprises the requirements of a transfer or assignment and the rights or obligations of the respective successor.

Section 12 allows the Agreement to be executed in any number of counterparts.

Under section 13 both parties agree to do such acts, and execute and deliver to any other party such additional documents requested in order to effect the purposes of the Agreement.

Section 14 states that the Revenue Sharing Agreement including the exhibits, these including the Operating Agreement (Exhibit A) and a table of assets and liabilities of DBNY (Exhibit B), constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements.

2. Operating Agreement

2.1 Overview

To enable DBNY to be recognised as an independent tax entity for the purposes of U.S. tax law, it is provided that DB LLC receives certain rights to influence the management of DBNY, such as a non-affiliated third party would claim that is going to hold an interest similar to equity in the business of DBNY. This is the purpose of the Operating Agreement. Under the Operating Agreement, the establishment of a management body at the level of DBNY is stipulated, in which also DB LLC is represented. In addition, the Operating Agreement grants DB LLC approval rights as a protection against any breach of the rules of the Revenue Sharing Agreement and against an increase of the liability risk exceeding the scope provided for in that Agreement.

A copy of the Operating Agreement is attached to the Revenue Sharing Agreement as an exhibit and vice versa. The effectiveness of the Agreements shall be interdependent, and the Agreements thus form a unit.

Therefore, the essential contents of the Operating Agreement are presented and explained below as well.

2.2 RECITALS and SECTION 1 (Definitions)

See above IV.1.2 and IV.1.3.

2.3 SECTION 2 (Management of DBNY)

2.3.1 Establishment of the DBNY Board of Directors

In order to give DB LLC influence on the management, according to Section 2 (a) a Board of Directors is to be established as a management body at the level of DBNY, which decides on matters concerning the management of DBNY. Its members are appointed by DBAG and DB LLC. The management body, for its part, is authorized to appoint the members of a Regional Executive Committee to implement the decisions taken and to conduct the daily business of DBNY.

According to Section 2 (a) of the Operating Agreement, the DBNY Board of Directors is initially comprised of seven members. The number of members must always be equal to the number of members of DBAG's Management Board, so that an adjustment of the number of members of the DBNY Board of Directors may occur during the contractual term.

Section 2 (b) provides that DB LLC shall have the right to appoint one member of the DBNY Board of Directors, who must be a member of the management body of DB LLC and, at the same time, also a member of DBAG's Management Board. Should DB LLC not be able to appoint such a member, the determination right is passed on to DBAG. DBAG appoints the other six members of the DBNY Board of Directors. This provision ensures that always all members of DBNY's Board of Directors come from among the Management Boards of DBAG from time to time. This is also required for regulatory reasons; the management board of DBAG must always be in a position to direct the business of the branch DBNY.

A reduction of DBAG's current influence on the management of DBNY is not associated with the establishment of the management body. DB LLC in each case appoints only one of the (initially seven) members of the management body and, furthermore, that member must also be a member of the DBAG's Management Board.

2.3.2 Quorum and adoption of resolutions

The DBNY Board of Directors meets, in accordance with Section 2 (c), at least once a year in the U.S.A., namely – subject to deviating specifications – in the New York premises of DBNY. If the required quorum is reached, resolutions may also be taken in writing outside a meeting.

Each member of the management body has one vote in the adoption of resolutions. The Board of Directors constitutes a quorum only if 50% of its members take part in the resolution process. The decisions are taken with the simple majority of the members attending the meeting.

2.3.3 Tasks of the Board of Directors

The DBNY Board of Directors in principle is entitled to take all management measures. Pursuant to Section 2 (d), its competences include inter alia, without limitation:

- the adoption of rules of procedure and guidelines for the operation of DBNY
- the appointment of the members of the Regional Executive Committee
- decisions on the managerial staff
- resolutions on transactions other than in the ordinary course of business
- the liquidation of DBNY
- the conclusion of agreements and the creation of liabilities of DBNY
- the establishment of risk limits for proprietary trading positions
- the review of budgets and business projections
- making payments to DBAG and DB LLC under the Revenue Sharing Agreement and Section 2 (f) Operating Agreement
- the establishment of the Regional Executive Committee to conduct the daily business of DBNY and to exercise voting rights in subsidiaries.

In accordance with Section 2 (f), the DBNY Board of Directors or the Regional Executive Committee upon certification by the DBNY Board of Directors or the Regional Executive Committee may distribute amounts as stated in Section 3 of the Revenue Sharing Agreement, i.e. the parties' share in the profits, the payment of dividends, the payment upon termination and payments to be made to DB LLC in accordance with Section 3 (d) of the Revenue Sharing Agreement as a consequence of a decrease of the allocated equity attributable to DBNY. When the profit share or dividends are paid out, DBAG will, in principle, receive 98% and DB LLC 2% of the total payment. In case property is to be distributed, the fair market value shall be determined by a person designated by the Board or the Regional Executive Committee.

No such distributions may be made other than pursuant to Section 2 (f) Operating Agreement or Section 3 Revenue Sharing Agreement.

2.3.4 Tasks of the Regional Executive Committee

Once appointed, the Regional Executive Committee is responsible for the day-to-day business of DBNY.

In addition, the DBNY Board of Directors or the Regional Executive Committee must ensure that, based on the U.S. tax treatment of DBNY as a corporation, the required tax returns and reports for DBNY are prepared and filed on time (cf. Section 3 of the Agreement).

2.3.5 Actions requiring consent

Without the consent of DB LLC, the DBNY Board of Directors and the Regional Executive Committee shall not take any measures that are contrary to the Revenue Sharing Agreement or the Operating Agreement. The same applies to measures that would create any liability of DB LLC for the debts of DBNY or for losses exceeding the provisions of the Revenue Sharing Agreement (cf. Section 2 (e)).

The provision relate to such measures that, if taken unilaterally, would constitute a breach of contractual provisions by the Board of Directors. It does not lead to a decrease of DBAG's influence on DBNY.

2.4 SECTION 3 (Income Tax Treatment and Reporting)

Section 3 states the parties' intention to enable DBNY to constitute a "business entity" for purposes of US-tax law and elect to be treated as an association taxable as corporation. For further details see above II.2.2. and 2.3.

In accordance with Section 3 (b) of the Agreement, the Board or the Regional Executive Committee must ensure that, based on the U.S. tax treatment as a corporation, the required tax returns and reports for DBNY are prepared and filed on time.

2.5 SECTION 4 (Term of the Agreement)

The Operating Agreement has no fixed term and no minimum duration. It can be terminated in writing by DBAG with a notice period of 30 days to the end of the current fiscal year or – if the 30-day notice period is not met – of the following fiscal year. The Agreement ends automatically at the end of the fiscal year when DBNY goes out of business.

2.6 SECTIONS 5-13

See above IV.1.7 - IV.1.10.

V. Audit of the agreements by court-appointed auditor

The Partial Profit and Loss Transfer Agreement (Revenue Sharing Agreement and Operating Agreement) has been audited by BDO AG Wirtschaftsprüfungsgesellschaft Hamburg ("***BDO***"). BDO was appointed as auditor by decision of the District Court Frankfurt am Main dating from 14 February 2011 in accordance with Sec. 293c para. 1, Sec. 293 b German Stock Corporation Act (AktG). The auditor examined if the Partial Profit and Loss Transfer Agreement comprised all provisions mandatory for such kind of Agreement. Since a Partial Profit and Loss Transfer Agreement, unless qualified as a de facto Domination- and/or Profit an Loss Transfer Agreement pursuant to Sec. 291 AktG, does not have to comprise any provisions regarding compensation

payments as stated in Sec. 304, 305 AktG, BDO did not examine the fairness of such payments. BDO, however, stated that at this stage and with regard to DB LLC's participation in the losses and its incapacity to terminate the agreements the provisions of the Revenue Sharing Agreement concerning the share of the consolidated profits of DBNY and subsidiaries can not be deemed unfair.

In the course of the audit BDO comes to the conclusion that the draft Revenue Sharing Agreement and the draft Operation Agreement concerning a contribution in the New York branch of Deutsche Bank form an agreement between business enterprises in accordance with Sec. 292 para. 1 (2) AktG. With regard to the type of agreement, a provision stating compensation payments in accordance with Sec. 304, 305 AktG is not mandatory.

BDO has also issued a fairness opinion for DBAG based on the IDW S 8 valuation standard ("Principles for the issue of fairness opinions") of the German Institute of Accountants *(Institut der Wirtschaftsprüfer in Deutschland e.V)*, which comes to the conclusion that the profit-based compensation of DB LLC's contribution to DBNY is fair from a financial point of view.

VI. Consequences for the shareholders' participation

1. Legal and economic impact

The *Revenue Sharing Agreement* affects only a portion of about 2% of the net result of DBNY and, in addition, limits the distribution amount to 11.5% of the contribution paid by DB LLC per year. The net result before taxes of DBNY (considering eliminations) contributed in 2008 of about 6.5%, in 2009 of about 34.5%, in 2010 of about 25.3% to the consolidated net profit of DBAG in each case before taxes. The result before taxes of Taunus Group contributed in 2008 of about 70.8%, in 2009 of about 56.5%, in 2010 of about 27.5% to the consolidated net profit before taxes of DBAG. Had the present Agreement already existed in the last three fiscal years, it thus would have related to a portion of the net profits of DBAG before taxes in 2008 of about 0.13%, in 2009 of about 0.69% and in 2010 of about 0.51% and a to a portion of Taunus Group in 2008 of about 1.42%, in 2009 of about 1.13% and in 2010 of about 0.55%.

According to the Agreement, that part of the net profit for the year is not paid to an unrelated third party, but to DB LLC, i.e. a wholly-owned subsidiary of DBAG. It therefore remains within DBAG in economic terms and will be available within the scope of future distributions of DB LLC to DBAG or for the compensation for future losses of DB LLC.

The impact of the Partial Profit and Loss Transfer Agreement on the shareholders thus is essentially limited insofar as the corresponding part of DBAG's result is withdrawn from the disposal of the Annual General Meeting when adopting resolutions on the appropriation of the net retained earnings. To the extent those amounts can be distrib-

uted at the level of DB LLC and DB LLC makes such a distribution at a later date, this part of the result flows into the net earnings of DBAG at a later stage.

In turn, DBAG avoids the considerable regulatory and tax-related disadvantages described above at II.2. Avoiding these disadvantages will also benefit the shareholders. Additionally, DBAG will be entitled to receive an investment amount of USD 385 million from DB LLC for use by DBNY in its business operations.

The Operating Agreement does not establish a transfer of management rights with regard to DBNY to a third party. The provision stating that all members of the DBNY board of directors must be members of the Management Board enabels the Management Board to control the business of DBNY, while still providing for the representation of DB LLC in the DBNY Board of Directors as an investor in DBNY.

Particularly the establishment of the board of directors of DBNY does not interfere with DBNY's qualification as Affiliate and Branch of DBAG.

2. No compensation and severance entitlements

The conclusion of the Revenue Sharing Agreement together with the Operating Agreement does not give rise to any compensation or severance claims in favour of DBAG’s shareholders. According to Sections 304, 305 of the Stock Corporation Act (AktG), such claims do not exist in the case of a partial profit and loss transfer agreement as defined in Section 292 (1) No. 2 of the Stock Corporation Act, but only under agreements on the transfer of the entire profit (profit transfer agreement pursuant to Section 291 (1) sentence 1 of the AktG) or under a domination agreement. Neither is there any need to protect the shareholders of DBAG, because their shareholders’ position is not significantly affected (see 1. above). The Agreement will have no adverse effect on the economic situation of DBAG. In particular, the latter will receive adequate remuneration for the partial profit transfer (see V. above).

VII. Conclusion and effective date

Since the Operating Agreement, as an exhibit to the Revenue Sharing Agreement, forms a unit with the latter, the provisions applicable to partial profit and loss transfer agreements in accordance with Section 293 et seq. of the Stock Corporation Act (AktG) are to be observed with regard to both agreements.

1. Signing

The signing of the Revenue Sharing Agreement and the Operating Agreement in the written form as required under Section 293 (3) of the Stock Corporation Act (AktG) is planned following the consent of the Annual General Meeting in the course of 2011.

2. **Consent of the Annual General Meeting**

Due to DBAG's obligation to transfer each year part of the profit generated by DBNY to DB LLC, the Revenue Sharing Agreement is a partial profit and loss transfer agreement as defined in Section 292 (1) No. 2 of the Stock Corporation Act (AktG). As such, the Agreement, in order to become effective, requires the consent of DBAG's General Shareholders' Meeting with a majority of not less than three-quarters of the share capital represented at the passing of the resolution. Because of their direct connection, also the Operating Agreement concluded simultaneously is submitted to the General Meeting for approval.

The consent of the sole shareholder of DB LLC, DBAG, to the conclusion of the Agreements is not required. Nevertheless, the approval of the shareholders' meeting of DB LLC to the conclusion of the Agreements is envisaged.

3. **Documents to be displayed**

As from the date of the calling of the General Meeting of DBAG, the following documents will be displayed in the premises of DBAG at the Company's seat for inspection by the shareholders and be published on the Internet at http://www.deutsche-bank.de:

- Final drafts of the Revenue Sharing Agreement and the Operating Agreement in the original English versions and their German translations.
- The annual financial statements and management reports of DBAG and financial statements of DB LLC for the fiscal years 2008, 2009 and 2010.
- This joint report of the Management Board of DBAG and the Board of DB LLC.
- The report of the contract auditor BDO.

Each shareholder of DBAG on request will be promptly provided with a free copy of the final drafts of the Revenue Sharing Agreement and the Operating Agreement (in the English original versions and their German translations), the annual financial statements and management reports of DBAG and DB LLC (for the latter, in the English original version and its German translation) for the fiscal years 2008, 2009 and 2010, the joint report of the Management Board of DBAG and the Board of Managers of DB LLC, and of the contract auditor's report.

4. **Audit**

The drafts of the Revenue Sharing Agreement and of the Operating Agreement, have been reviewed by an expert auditor (contract auditor). At the request of DBAG's Management Board, the Frankfurt am Main Regional Court (*Landgericht*), by order of 14 February 2011, chose the auditing company BDO AG and appointed it as the contract auditor.

The latter provided us with a final draft of the written report on the results of its review on March 29, 2011.

The report will be made available to the shareholders (see VII. 3 above).

5. **Application to the commercial register**

The Revenue Sharing Agreement, together with the Operating Agreement, being a Partial Profit and Loss Transfer Agreement, are to be entered in the commercial register in order to become effective. Therefore, if the General Shareholders' Meeting passes an approving resolution, the Management Board of DBAG will notify the commercial registry of the existence and nature of the agreement between business enterprises and of the name of the other party (DB LLC) for registration in the commercial register after conclusion of the agreements.

Frankfurt am Main, March 30, 2011

Deutsche Bank Aktiengesellschaft,

the Management Board

signed
Dr. Josef Ackermann

signed
Dr. Hugo Bänziger

signed
Anshuman Jain

signed
Jürgen Fitschen

signed
Hermann-Josef Lamberti

signed
Stefan Krause

signed
Rainer Neske

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Deutsche Bank Financial LLC,

Board of Managers

__signed_______________________________
Jonathan Blake

___signed___________________________
Richard W. Ferguson

__signed________________________________
Stefan Krause

___signed__________________________
Vaughn Smith

__signed________________________________
Alexander von zur Mühlen