

Rīga,
14.07.2009. Nr. 2-06/92

Valsts akciju sabiedrībai „Privatizācijas aģentūra”
Krišjāņa Valdemāra iela 31
Rīga LV-1887

Par apliecinājumu Vācijas banku asociācijas noguldījumu garantiju fondam

A. god. A. Granta kungs!

Kopš 2008.gada 1.janvāra AS “Parex banka” ir Vācijas banku asociācijas noguldījumu aizsardzības fonda (*Einlagensicherungsfond des Bundesverbandes deutscher Banken e.V.*) (turpmāk – Fonds) biedrs.

Fonds ir privāto Vācijas banku un ārvalstu banku, kurām ir filiāles Vācijā, apvienība, kas darbojas papildus tiesību aktos noteiktajam noguldījumu garantiju fondam un nodrošina noguldījumus, kas pārsniedz tiesību aktos noteiktā noguldījumu garantiju apmēru. Parex bankai Fonds piešķir noguldījumu garantiju statusu vienam klientam 1,5 miljonu eiro apmērā. Līdz ar to papildus Latvijas noguldījumu garantiju fonda garantētajiem 50.000 eiro, Parex bankas Vācijas filiāles klientu noguldījumus līdz 1,5 miljoniem eiro garantē Fonds.

Dalība Fondā ir manāmi uzlabojusi bankas darbību Vācijā, jo Vācijas klientiem tā nozīmē drošas garantijas. Kopš bankas dalības Fondā klientu uzticība bankai ir strauji pieaugusi un Vācijas filiāles noguldījumu portfelis tikai pirmo sešu mēnešu laikā palielinājās vairāk kā piekārtīgi, pārsniedzot 266 miljonus eiro uz 2008. gada jūliju (salīdzinot ar 2007.gada decembri – 51 miljoni eiro). Gada otrajā pusē sakarā ar biznesa plāna izpildi un uzņemtajām saistībām pret Fondu, pieaugums bija jāaptur samazinot procentu likmes.

Vācijas filiāle ir viena no bankas struktūrvienībām, kas 2008.gadā no klientiem piesaistījušas visvairāk līdzekļus.

Saskaņā ar Fonda statūtu 5.panta 10.daļu (statūti angļu valodā pielikumā Nr.1) fiziskām vai juridiskām personām, kurām pieder lielākā daļa no Fonda biedra (t.i., bankas) akcijām un kurām tieši vai netieši ir izšķiroša ietekme pār banku, ir jāsniedz Fondam apliecinājums par apņemšanos atbrīvot Fondu no zaudējumiem, kas tam varētu rasties, veicot pasākumus saskaņā ar Fonda statūtu 2.panta 2.daļu, t.i., sniedzot palīdzību bankai gadījumā, kad bankai ir vai draud finansiālas grūtības, it īpaši, kad ir apdraudēta saistību izpilde, piemēram, izpildot saistības pret kreditoriem, bankām vai pārņemot bankas garantijas vai saistības.

Lai nodrošinātu AS “Parex banka” turpmāku dalību Fondā, ar šo lūdzam VAS “Privatizācijas aģentūra” parakstīt apliecinājumu saskaņā ar šīs vēstules pielikumā esošo „Apliecinājuma par apņemšanos saskaņā ar Federatīvās vācu banku apvienības ietvaros esošā noguldījumu fonda statūtu 5.panta 10.daļu” paraugformu. VAS “Privatizācijas aģentūras” pārstāvja parakstam uz apliecinājuma ir jābūt notariāli apliecinātam un apliecinājumam ir jābūt Dokumentu legalizācijas likumā noteiktā kārtībā legalizētam ar apliecinājumu (*apostille*).

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Jautājumu un neskaidrību gadījumā, lūdzu, vērsties pie AS "Parex banka" Berlīnes filiāles pārvaldnieces Signes Kalniņas (tāl. +49 30779077408; e-pasts: Signe.Kalnina@parexbank.de) vai Berlīnes filiāles juristes Daces Putniņas (tāl. +49 30 779077412; e-pasts: Dace.Putnina@parexbank.de).

Pielikumā:

1. Fonda Statūti (angļu valodā);
2. Fonda vēstule, kurā tiek pieprasīts apliecinājums, un tās tulkojums latviešu valodā;
3. Apliecinājuma paraugforma vācu valodā un tās tulkojums angļu valodā.

Ar cieņu,

Valdes priekšsēdētājs, p.p.

Nils Melngailis

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BY-LAWS OF THE DEPOSIT PROTECTION FUND
OF THE ASSOCIATION OF GERMAN BANKS

(March 2005)

The present English text is furnished for information purposes only.
The original German text is binding in all respects.

§ 1 Deposit Protection Fund

A Deposit Protection Fund of German Banks (hereinafter referred to as the "Fund") has been established within the Bundesverband deutscher Banken (Association of German Banks – hereinafter referred to as the "Association").

§ 2 Purpose of the Fund

(1) The purpose of the Fund is to give assistance, in the interest of depositors, in the event of imminent or actual financial difficulties of banks, particularly when the suspension of payments is imminent, in order to prevent the impairment of public confidence in private banks.

(2) All measures apt to be of assistance may be taken in the implementation of the purpose described in subsection (1), in particular payments to individual creditors, primarily in accordance with § 6 hereof, payments to banks, the assumption of guarantees or the assumption of obligations in connection with action taken under § 46a German Banking Act (*Kreditwesengesetz*).

§ 2a Participation in the Fund

(1) All banks which are members of the Association (hereinafter referred to individually as "bank") shall be required to participate in the Fund unless exempted from participation under subsection 2.

(2) Upon application, exemption from participation in the Fund may be granted to

- banks affiliated to another domestic protection scheme; in this context, the compensation schemes provided for under the German Deposit Guarantee and Investor Compensation Act (*Einlagensicherungs- und Anlegerentschädigungsgesetz*) shall not be deemed to be such protection schemes,
- branches of foreign banks.

§ 3 Conditions for participation in the Fund

(1) The conditions for participation in the Fund shall be that

- a) the bank has liable capital which satisfies the requirements on the basis of which the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) grants licences to conduct banking business under §§ 32 and 33 German Banking Act;
- b) the bank has at least two managers who possess the necessary personal qualifications and reliability; in this context, the necessary personal qualifications shall in particular require that the individuals in question have extensive banking experience and offer assurance for a business policy which excludes the jeopardising of deposits and complies with the principles laid down in subclause (d);
- c) no facts exist which indicate that, in the case of a significant participation in a bank, the owner, legal representative or general partner of the participating enterprise does not satisfy the requirements to be met in the interest of a sound and prudent management of the bank and, in particular, is not reliable;
- d) the bank assures an overall even result from current business and the maintenance of the necessary liquidity, and satisfies the requirements to be met for the orderly conduct of banking business in accordance with the provisions of the German Banking Act;
- e) the bank is a member of the Auditing Association of German Banks (*Prüfungsverband deutscher Banken*);
- f) the bank satisfies the requirements which lead to one of the three rating categories (even) under the Rating Procedure pursuant to § 4 a;

(g) the bank satisfies the requirements for membership of a member association, has accordingly filed an application for membership, and the relevant association has declared that, following confirmation of participation in the Fund, no obstacles to membership exist.

(2) Participation in the Fund shall begin as soon as the newly admitted banks have paid the contribution set under § 5 (2) and furnished the declarations pursuant to § 5 (5) and (10) and the Association has subsequently confirmed their participation.

(3) The requirement that a bank have liable capital in accordance with subsection (1), sentence 1, subclause (a) or have more than one manager within the meaning of subsection (1), sentence 1, subclause (b) may, upon application, be waived in individual cases, provided that no jeopardising of the interests of the Fund need be expected.

§ 4 Termination of Participation in the Fund

(1) Participation in the Fund shall terminate:

- (a) upon termination of membership of the bank in the Association;
- (b) upon termination of the membership of a bank in the Auditing Association of German Banks;
- (c) upon exclusion from participation in the Fund.

(2) A bank may be excluded from participation in the Fund

- if the bank does not meet, or no longer meets, the conditions for participation in the Fund set out in § 3 (1), sentence 1, subclauses (a) – (e), or if it does not submit the declaration in accordance with § 5 (10), sentence 3, even upon request, or
- if it has materially breached its obligations towards the Fund.

It shall constitute a material breach of obligations in particular if a bank:

- (a) gives incomplete or incorrect information to the Association in connection with the Fund
- (b) fails to provide the information required for rating pursuant to § 4 a,
- (c) fails to comply with the obligation pursuant to § 8 of the Rating Procedure Rules to maintain confidentiality with respect to the rating result,
- (d) is in default with the payment of contributions for more than two months after written reminder,
- (e) fails to include in its General Business Conditions the clause prescribed by § 5 (4), or fails to make such clause the basis of its business relations with its customers,
- (f) fails to furnish the declarations required under § 5 (5) and (8) on request,
- (g) fails to make available without delay to the Association the information set out in § 5 (5a),
- (h) fails to support the Auditing Association in its auditing activity or fails to promptly fulfil any condition (§ 5 (7)) set by the Auditing Association,
- (i) fails to advise the Association without delay if it intends to open a branch abroad (§ 5 (9a)),
- (j) fails to indemnify the Association against losses pursuant to § 5 (10), sentence 1,
- (k) fails to furnish the declaration required under § 5 (10), sentence 2.

- (l) fails to comply with the notification requirement under § 5 (10), sentence 5.
- (m) fails to comply promptly with any condition set by the Association pursuant to § 5 (11).
- (n) advertises the security of deposits contrary to § 5 (13).
- (o) makes incorrect statements to customers or potential customers concerning the protection ceiling and the kind of deposits protected.

A bank may also be excluded from participation in the Fund if it is placed in rating category level C 3 under the Rating Procedure set out in § 4a and an improvement in the rating is not anticipated. Exclusion shall be threatened with six months' notice. Exclusion may only be threatened if the bank belongs to rating category level C 3 for more than two years in succession.

(3) The Board of Directors of the Association shall decide on exclusion after hearing the bank concerned. The Board shall consider in its decision whether, measured against the interests of the Fund, exclusion constitutes an unreasonable hardship for the bank.

(4) A decision of the Board of Directors concerning the exclusion of a bank shall be served on such bank by registered letter, return receipt requested; the decision shall become effective one month after receipt thereof by the bank. The bank may request review of the decision by the Delegates Assembly (Delegiertenversammlung) of the Association; such request to the Delegates Assembly shall be made by registered letter, return receipt requested, which letter shall have been received by the Association within the period stated in the preceding sentence. The request to the Delegates Assembly shall have suspensive effect. Exclusion shall not take place if the Delegates Assembly of the Association objects to the exclusion by a majority of two-thirds of the votes cast. The decision of the Delegates Assembly shall become effective one month after receipt by the bank.

(5) If a significant participation is acquired in a bank by means of which the acquirer holds the majority of the voting rights or capital or can otherwise exert a dominating influence within the meaning of § 5 (10), without proof of the reliability of the acquirer within the meaning of § 3 (1) (c) having been furnished beforehand to the Association, the bank's membership of the Fund shall terminate without any proceedings for exclusion after expiry of a period of nine months after the date of acquisition of the participation, unless proof of the required reliability of the acquirer is furnished within this period. The Association may extend this period or, where membership has already terminated, allow provisional readmission for a limited time.

(6) Banks whose participation in the Fund terminates shall continue to be liable to pay the contribution for the business year during which the termination becomes effective. In addition, the provisions of these By-laws, including the obligations arising therefrom, shall apply for as long as any liabilities of the bank are protected.

§ 4a Rating

Banks shall be rated annually. Further details are contained in the "Rating Procedure Rules" which form part of these By-laws.

§ 5 Rights and Obligations of Banks Participating in the Fund

(1) The banks shall pay to the Association as of June 30 of each year a contribution of 0.3 o/oo of the balance sheet item "Liabilities to customers" shown in the last annual financial statements prepared prior to June 30 ("annual contribution"). Not taken into account in the assessment of the contribution are liabilities to foreign affiliates of the bank within the meaning of § 18 German Companies Act (Aktiengesetz) which conduct banking business as defined in § 1 (1), sentence 1, no. 2 German Banking Act, liabilities arising from securities repurchase (repo) transactions, as well as redelivery obligations arising from securities lending business. In the case of mortgage banks and ship mortgage banks, the liabilities to non-banks included in the balance sheet items "Savings deposits" and "Other liabilities" shall apply in lieu of the balance sheet item referred to in the preceding sentence, unless registered mortgage bonds or public registered mortgage bonds have been issued in order to secure the creditors. In the case of banks with special functions, liabilities which have a remaining term of five years or more and in respect of which the creditors have received bonds issued by the bank, shall not be taken into account. In special cases, the Board of Directors of the Association may determine for individual banks a different basis for assessment of the contribution. For branches

of foreign banks from EU member states, the "Special arrangements for the participation of foreign banks from EU member states in the Deposit Protection Fund" set out in the Appendix to the By-law of the Deposit Protection Fund shall apply.

(1a) Banks which are assigned to one of the three B or C rating category levels under the Rating Procedure pursuant to § 4a shall be required to pay a higher contribution. The basis for this shall be the bank's rating as of 31.12 of the preceding year or as of the reporting date of the business year ending before 31.12. The amount additionally levied and its application to the individual rating categories shall be decided by the Delegates Assembly of the Association. The amount additionally levied shall not be 2¹/₂ times higher than the respective applicable rates as defined in § 5 (1) and (3).

(2) Newly admitted banks in a position to submit financial statements for three full business years shall be required to make – apart from the contribution for the current year – a non-recurrent payment of 0.9 o/oo of the relevant basis for assessment of the contribution referred to in subsection 1 as of the last balance sheet date prior to admission. For banks not yet in a position to submit financial statements for three full business years, the contribution in the year of admission and the non-recurrent payment of 0.9 o/oo shall be subject to application of the relevant assessment basis referred to in subsection 1 as results from the annual financial statements for the third full business year. The non-recurrent payment shall amount to not less than EUR 12,500. If sentence 2 applies, an advance payment of 1.2 o/oo of the liable capital, but not less than EUR 12,500, shall be levied in the year of admission; final computation shall be made after submission of the financial statements for the third full business year.

(3) The Board of Directors of the Association may resolve a suspension of the payment of the annual contribution if the assets of the Fund have reached a reasonable level. At the recommendation of the Deposit Protection Committee, the Board of Directors of the Association may also resolve that banks which have paid more than 20 annual contributions and are assigned to one of the three A rating category levels are exempted from the obligation to pay contributions. This exemption shall also apply to subsidiaries on behalf of which the bank has furnished a declaration as required under § 5 (10) of the present By-laws. If the assets of the Fund are not sufficient for measures of assistance pursuant to § 2 (2) or if otherwise required for the implementation of the purpose of the Fund, the Board of Directors of the Association may resolve to double the annual contribution or to levy a special contribution per business year of an amount up to the amount of one annual contribution.

(4) Each bank shall include in its General Business Conditions the following clause and shall base its business relations with its customers thereon:

N° 20 : Deposit Protection Fund

(1) Scope of protection

The Bank is a member of the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V) (hereinafter referred to as "Deposit Protection Fund"). The Deposit Protection Fund protects all liabilities which are required to be shown in the balance sheet item "Liabilities to customers". Among these are demand, term and savings deposits, including registered savings certificates. The protection ceiling for each creditor is 30% of the liable capital of the Bank relevant for deposit protection. This protection ceiling shall be notified to the customer by the Bank on request. It is also available on the Internet at www.bdb.de.

(2) Exemptions from deposit protection

Not protected are claims in respect of which the Bank has issued bearer instruments, e.g., bearer bonds and bearer certificates of deposit, as well as liabilities to banks.

(3) Additional validity of the By-laws of the Deposit Protection Fund

Further details of the scope of protection are contained in § 6 of the By-laws of Deposit Protection Fund, which are available on request.

(4) Transfer of claims

To the extent that the Deposit Protection Fund or its mandatory makes payments to a customer, the respective amount of the customer's claim against the Bank together with all subsidiary rights shall be transferred simultaneously to the Deposit Protection Fund.

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(5) Disclosure of information

The Bank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all relevant information and to place necessary documents at their disposal.

(5) The banks shall submit to the Association a declaration, in the form as appended hereto, by which they authorise the Federal Financial Supervisory Authority, the Deutsche Bundesbank and the Auditing Association of German Banks, respectively, to inform the Association of any matter which might make deposits held with the respective bank seem possibly to be in jeopardy. In addition, the Association shall be authorised to obtain all information necessary for such purpose from such banks and to inform them of all matters of which it may become aware in the course of its activities. The wording of the respective Declaration of Authorisation is set out in the Appendix to the By-laws.

(5a) The banks shall inform the Association without delay of the creation, modification and termination of a significant participation and make available all information to allow an assessment of whether the partners concerned satisfy the requirements to be met in the interest of a sound and prudent management of the bank.

(6) The banks shall be obliged to provide on request the data required for the Rating Procedure pursuant to § 4a.

(7) The banks shall be obliged to support the Auditing Association of German Banks in its auditing activity and to comply promptly with any condition which such Association may impose. The Auditing Association may impose conditions

- if within the framework of an audit objections were raised in relation to the German Banking Act, other laws and administrative regulations as well as the principles of internal bank organisation;
- if such conditions are apt to avert the otherwise imminent danger of recourse to the Fund.

Furthermore, the Auditing Association may impose conditions designed to ensure compliance with the essential facts and business objectives reported upon application for admission and which served as the basis for the admission of a bank. If the bank wishes to modify these substantially, it may only do so after an audit has been conducted by the Auditing Association.

For branches of foreign banks from EU member states, the 'Special arrangements for the participation of foreign banks from EU member states in the Deposit Protection Fund' set out in the Appendix to the By-laws of the Deposit Protection Fund shall apply.

(8) The banks shall deliver to the Association promptly upon request a confirmation of their auditor that they have correctly computed the annual contribution.

(9) Without prejudice to any further-reaching statutory provisions, the banks shall publish their annual financial statements within six months after the respective balance sheet date, applying analogously the provisions of the German Disclosure Act (*Publizitätsgesetz*). If the liable capital as defined in § 10 German Banking Act shall exceed the liable capital shown in the annual balance sheet (including reserves, but excluding profit carried forward), it may be published together with the balance sheet.

(9a) Each bank shall be obliged to advise the Association without delay if it intends to open a branch abroad.

(10) Each bank shall be obliged to indemnify the Association against losses which the Association may have suffered by reason of a measure of assistance in favour of another bank in which the bank holds the majority of the shares or can otherwise exercise, directly or indirectly, a dominating influence. The obligation of a bank resulting from the preceding sentence notwithstanding, the banks concerned must submit an express declaration to this effect. The wording of the respective Declaration of Undertaking is set out in the Appendix to the By-laws.

Furthermore, banks must furnish a declaration applying the foregoing sentences analogously

- from a natural or legal person or partnership who or which does not participate in the Fund, but holds a majority of the shares in the bank and can directly or indirectly exercise a dominating influence over the bank, or

from several banks or natural or legal persons or partnership, no participating in the Fund, which together can directly or indirectly exercise a dominating influence over the bank

§§ 16 et seq. German Companies Act shall apply analogously, irrespective of the legal form of the bank or the shareholding banks, banking institutions, natural or legal persons and partnerships, in determining whether in such cases a majority holding or a dominating influence exists. For the implementation of the obligations provided for by the preceding sentences the banks shall promptly notify the Association from time to time of the banks in which they hold a majority of the shares or in which they can otherwise directly or indirectly exercise a dominating influence; similarly, the banks shall inform the Association if the situations described in the first and third sentences apply in their case.

(11) Each bank shall be obliged to comply with any condition imposed by the Association in connection with any measure pursuant to § 2 (2) taken in respect of such bank. Such conditions may relate to assets and personnel. To the extent necessary in view of measures pursuant to § 2 (2), the Association may require information from the respective bank and its bodies on all business affairs and the submission of books and records. The Association and its mandatory shall be liable to the banks in the performance of activities based on § 2 (2) only for wilful misconduct and gross negligence.

(11a) If, in connection with a measure pursuant to § 2 (2), the Association conducts securities business concluded by the bank which the latter is prevented from performing as a result of an order prohibiting payments and disposals in accordance with § 46 German Banking Act, the consent of the bank to any action necessary on the part of the Association to ensure the proper performance of such business is to be regarded as furnished.

(11b) Each bank shall be obliged to report promptly to the Association the commencement of a liquidation of its banking operations. The Association may impose conditions under sub-section (11), unless it can be excluded that measures pursuant to § 2 (2) may become necessary.

(12) Any expenditure incurred by the Fund in the implementation of measures pursuant to § 2 (2) shall be reimbursed by the bank to the Association, unless prohibited by mandatory provisions of law. The right to assert other claims shall remain unimpaired.

(13) It shall be permissible to give information regarding participation in the Fund; the banks may give information, by means of display in their offices, by individual letter and in reply to questions, of the fact that they participate in the Fund, of the kind of liabilities protected in accordance with § 6 and of the amount up to which liabilities to each customer are protected by the Fund. It shall not be permitted to advertise the protection of deposits or the participation in the Fund in the press, by radio or television, or by general mail distributions and similar publicity. The banks shall be obliged to take steps against third parties which improperly advertise the security of their deposits.

(14) A uniform logo has been created for all banks which are members of the Association. All banks participating in the Fund may display such logo in their offices, windows, display cases and doors of all branches and use such logo in their correspondence. The Delegates Assembly of the Association shall determine the details of the permitted forms of use, in particular with respect to size and presentation of the logo. In addition, subsection (13) shall apply to the use of the logo.

§ 6 Scope of Deposit Protection

(1) Protected are all liabilities of banks:

- to non-banks (in particular private persons, business enterprises and public agencies) which are required to be shown in the balance sheet item "Liabilities to customers"; in the case of mortgage banks and ship mortgage banks, the liabilities towards non-banks included in the balance sheet items "Savings deposits" and "Other liabilities" shall apply in lieu of the aforesaid liabilities, except for those cases where registered mortgage bonds or public registered mortgage bonds have been issued in order to secure the creditors; the liabilities mentioned in § 5 (1), sentence 4 shall not be taken into account in the case of banks with special functions; liabilities shall also not be taken into account if and insofar as they are not taken into account when determining the assessment basis in accordance with a decision of the Board of Directors pursuant to § 5 (1), sentence 5.

1. The balance sheet item comprises for the main part demands from and savings deposits, including registered savings certificates.

- to investment companies and their custodian banks inasmuch as investment fund assets are concerned, and in fact in the same manner as liabilities to non-banks

for each creditor up to a protection ceiling of 30 % of the liable capital as defined in § 10 (2) German Banking Act, for measurement of the protection ceiling, the supplementary capital as defined in § 10 (2b) German Banking Act shall only be taken into account up to an amount of 25 % of the core capital as defined in § 10 (2a) German Banking Act. The circumstances determined by the Auditing Association of German Banks on the basis of the last audit report prepared by the bank's annual financial statements auditor shall apply²; in addition, increases in capital which are recognised by a certified public accountant after such date may be taken into account upon application by the bank. If the Federal Financial Supervisory Authority fixes an adjustment to the liable capital within the meaning of § 10 German Banking Act, the Association shall be authorised to lower the protection ceiling accordingly. Liabilities in excess thereof shall be protected up to the ceiling. In the case of liabilities to investment companies and their custodian banks, each investment fund shall be deemed to be a separate creditor for the computation of the protection ceiling. For branches of foreign banks from EU member states, the 'Special arrangements for the participation of foreign banks from EU member states in the Deposit Protection Fund' set out in the Appendix to the By-laws of the Deposit Protection Fund shall apply.

(1a) Liabilities in respect of which a bank has issued bonds payable to bearer, liabilities to foreign affiliates of the bank within the meaning of § 18 German Companies Act which conduct banking business as defined in § 1 (1), sentence 2, no. 2 German Banking Act, liabilities arising from securities repurchase (repo) transactions, as well as redelivery obligations arising from securities lending business, shall not be protected even if they are required to be shown in the balance sheet item "Liabilities to customers".

(2) Whenever claims arising from liabilities which are not protected in accordance with subsection (1) are transferred to a non-bank by way of special or general succession in title, such liabilities shall not be protected if the execution of measures pursuant to § 2 (2) is resolved upon within six months from the date of such transfer.

(3) Not protected are also liabilities to:

- (a) managers of the bank;
- (b) general partners of the bank, even if they are not managers;
- (c) limited partners, shareholders of a limited liability company, shareholders of a stock corporation and silent partners if the share in the capital of the bank held by any such person amounts to 50 % or more; § 29 (2) German Banking Act shall apply analogously. The liabilities shall, however, be protected if they arise from claims which are part of restricted assets pursuant to § 54 of the German Insurance Supervision Act (*Gesetz über die Beaufsichtigung der Versicherungsunternehmen*) or of fund assets pursuant to § 6 of the German Investment Companies Act (*Gesetz über Kapitalanlagegesellschaften*).
- (d) members of a board of the bank designated to supervise the conduct of management, where the supervisory powers of such board are provided by statute (supervisory board);
- (e) spouses and minor children of the persons referred to in subclauses (a) to (d), except where the monies originate from the own assets of the spouse or minor child;
- (f) third persons acting for the account of any person referred to in subclauses (a) to (e).

Whenever claims under liabilities which have arisen in favour of persons referred to in the preceding sentence are transferred to a third person by way of special or general succession in title, such liabilities shall not be protected if the execution of measures pursuant to § 2 (2) is resolved upon within six months from the date of said transfer.

Furthermore, liabilities based on legal acts which would be voidable under §§ 129 et seq. German Bankruptcy Code (*Konkursordnung*) shall not be protected if an application for the institution of bankruptcy proceedings would have been filed on the date at which the Federal Financial Supervisory Authority, in accordance with § 46b German Banking Act, issues an order prohibiting payment and disposal in order to prevent bankruptcy.

(4) In computing protected liabilities within the meaning of subsection (1), all liabilities to one creditor shall be added together; counterclaims of the bank, if any, shall be deducted, even if these are not yet due. Furthermore, the provisions of §§ 768, 770 and 776 German Civil Code (*Bürgerliches Gesetzbuch*) applicable in respect of guarantor shall apply analogously for the benefit of the Association.

(5) Within the limits of the protection ceiling, payments shall also cover interest claims. Such claims shall accrue in principle until the earlier of the date of repayment of principal or the institution of insolvency proceedings. However, the Fund shall make payments only for interest at market rates. Market rates of interest shall be based on the average interest rates as shown in the statistics of the Deutsche Bundesbank. In this respect – irrespective of the time of establishment of the deposit – the average interest rate as shown in the last published statistics prior to the Fund declaring its willingness to make payments may be taken as a basis. In determining the market rates of interest, the interest rates of several deposits of the same type may be aggregated. The Fund may subject the making of all payments to an individual creditor to the condition that such creditor waives the assertion of interest claims against the bank which are not protected pursuant to sentences 3 to 6.

(6) In the case of client accounts, the individual beneficiary shall be the basis for the computation of the protection ceiling pursuant to subsection (1). The same shall apply to trust accounts, provided that the trust relationship and the beneficiary are unambiguously designated in the name of the account and the existence of the trust relationship is demonstrated to the Fund. In all other cases, trust accounts shall be treated as accounts of the trustee.

(7) In the case of joint accounts, credit balances and account holders' claims shall for the purpose of computing the protection ceiling and the protected liability be attributed to the account holders in equal shares, irrespective of the kind of account and of the legal relationship between the account holders. Thereafter, liabilities towards the individual joint account holders arising from their personal relationship with the bank shall be protected first. If such liabilities do not exhaust the protection ceiling, the portion of the joint balance pertaining to the individual account holder shall be used. The foregoing provisions shall not apply to accounts of condominium owners' associations subject to the provisions of the German Condominium Property Act (*Wohnungseigentumsgesetz*); such accounts shall be treated as individual accounts in accordance with subsections (1) and (4).

(8) If the participation of a bank in the Fund shall terminate, such bank shall promptly give notice thereof to creditors to whom liabilities within the meaning of subsection (1) are owed and shall bring the consequences of such termination to their attention. The Association shall publish the termination at the expense of the bank in the Federal Gazette (*Bundesanzeiger*) and in a daily newspaper at the registered office of the bank. Liabilities which are created or renewed later than one month after publication in the Federal Gazette or which the creditor does not terminate or claim at the earliest possible date thereafter are not protected.

(9) Compensation of creditors shall be based on the protection ceiling which has been notified to the bank as the result of the assessment made by the Auditing Association of German Banks and which is available on the Internet at www.bdb.de. Any reduction of the protection ceiling shall become effective as of the time it is made available on the Internet. The Association may publish the new protection ceiling at the expense of the bank in the Federal Gazette and in a daily newspaper at the registered office of the bank. The bank shall be obliged to notify promptly all creditors affected by a reduction of the protection ceiling. These deposits shall be protected up to the old protection ceiling until maturity or until the next possible withdrawal date after notification of the reduction.

(10) A right in law to enforce intervention or payments by the Fund shall not exist.

(11) The Fund shall only provide compensation in accordance with the By-laws if and insofar as deposits are not covered by another protection scheme or by a compensation scheme as provided for under the German Deposit Guarantee and Investor Compensation Act.

² In respect of branches of foreign banks within the meaning of § 53 (1) German Banking Act, the liabilities are protected under the prerequisites set forth up to a ceiling of 30 % of the liable capital as of the date of the last published annual financial statements of the branch. § 53 (2), No. 6 German Banking Act shall not apply.

NAV KLASIFICĒTS

§ 2 Deposit Protection Committee

(1) A Deposit Protection Committee shall be formed within the Association. It shall consist of

- (a) one representative of each of the big branch banks;
- (b) three representatives of the regional banks, foreign banks and other institutions, and
- (c) three representatives of the private bankers.

Every member of the Committee shall have a deputy belonging to the same group of banks. Members and deputies must be active owners or managers of banks participating in the Fund.

(2) The Committee shall be elected for a term of three years by the Delegates Assembly of the Association; its members and their deputies shall hold office until a new Committee has been elected, but not longer than the duration of active service in their bank or of the participation of their bank in the Fund. Whenever a member of the Committee or a deputy resigns prior to the expiration of his term of office, the Delegates Assembly of the Association shall elect a new member or a new deputy for the remaining term of office.

(3) The Committee shall elect from among its members its chairman and its deputy chairman.

(4) Meetings of the Committee shall be convened by its chairman or, if he is prevented from attending, by the deputy chairman. A meeting of the Committee must be called upon the request of all delegates of one group of banks. In urgent cases, the chairman or, if he is prevented from attending, the deputy chairman may order that votes be taken in writing or by telephone.

(5) The Committee shall constitute a quorum if at least six of its members are present at the meeting or express their views in the case of voting in writing or by telephone. Members of the Committee who are prevented from attending may either send their deputies or authorise another member to exercise their voting rights; the member prevented from attending shall be deemed present in such cases. A majority of not less than six votes shall be required for the passing of a resolution.

(6) The Committee shall have the following functions:

- a) decisions regarding measures of assistance (§ 2 (2));
- b) the establishment of guidelines regarding the investment of the assets of the Fund;
- c) submission of the annual accounts of the Fund; and
- d) the execution of all duties assigned to the Committee by the Board of Directors of the Association; the making of decisions pursuant to § 4 (3) may not be assigned.

The Board of Directors of the Association may at any time take over the functions of the Committee.

§ 7 Retention of the Auditing Association

The Auditing Association of German Banks shall be retained in connection with examining whether the conditions for participation in the Fund are met and considering the obligations resulting from participation.

§ 8 Publication of Participation in the Fund

The Association may publish the names of the banks participating in the Fund and any changes in this regard.

§ 10 No Claims of the Bank

The banks shall have no right in law that the Fund renders assistance or with respect to the assets of the Fund. The latter shall apply in particular to banks which cease to participate in the Fund.

§ 11 Obligation of Confidentiality and Secrecy

(1) The members of the bodies and committees of the Association and its member association shall be obliged to keep in the strictest confidence and to make no unauthorised disclosure or use of anything of which they become aware in such capacity regarding the activities and results achieved by the Fund and the circumstances of the participating banks and their customers, even after termination of their membership in such bodies and committees. Such obligation shall also be imposed upon employees of, and other persons engaged by, the Association.

(2) Subsection (1) shall not apply to communications made to the Federal Financial Supervisory Authority, the Deutsche Bundesbank or the Auditing Association of German Banks by bodies of the Association in connection with the purposes of the Fund and in proper exercise of their discretion. Furthermore, subsection (1) shall not apply to communications in connection with the admission or the exclusion of an institution.

§ 12 Dissolution of the Deposit Protection Fund

The dissolution of the Deposit Protection Fund and the use of the Fund assets shall be matters for decision by the Members Assembly (*Mitgliederversammlung*).

APPENDIX TO THE BY-LAWS OF THE DEPOSIT PROTECTION FUND

Supplementary Arrangements for Participation by Branches of foreign Banks from EU Member States in the Deposit Protection Funds

For branches of banks domiciled in other member states of the European Union which participate in the Deposit Protection Fund, the following special arrangements shall apply. Where branches of banks from non-EU member states are, by virtue of regulations issued by the responsible German government offices, treated under bank supervisory rules completely or partly on a par with branches from EU member states, the following arrangements may at the decision of the Deposit Protection Committee be applied completely or partly also to such branches.

1. Contribution

In lieu of § 5 (1) of the By-laws of the Deposit Protection Fund, the following arrangement shall apply:

Branches of foreign banks domiciled in the European Union shall be obliged to pay as of 30th June of each year a contribution of 0,3 o/oo of those deposits held on 31st December of the previous year which in the case of banks required to submit a balance sheet in Germany would have to be shown in the balance sheet item "Liabilities to customers". To be deducted therefrom are deposits or portions of deposits which are protected by the home-country guarantee scheme. The branches shall be obliged to record the volume of such deposits for accounting purposes and to furnish proof thereof to the Association.

2. Protection ceiling

In lieu of § 6 (1) of the By-laws of the Deposit Protection Fund, the following arrangement shall apply:

For branches of foreign banks domiciled in the European Union, the protection ceiling shall on application by the bank be fixed as follows:

Option 1:

If the branch maintains in Germany endowment capital as defined in § 53 (2) no. 4 German Banking Act, this capital may, pursuant to the provisions of § 6 (1) of the By-laws of the Deposit Protection Fund, be taken as the basis for determining the protection ceiling, provided such endowment capital is available permanently, but at least until the next balance sheet date of the Head Office.

Option 2:

The branch shall be apportioned as the basis for determining the protection ceiling that share of the liable capital of the bank as a whole recognised under bank supervisory rules which reflects the size of the balance sheet total of the branch, adjusted so as to exclude all dealings with own offices and affiliates, in relation to the similarly adjusted combined balance sheet total of the bank as at the balance sheet date.

The branch shall be obliged to provide the following figures certified by the auditor of the bank as a whole:

- the balance sheet total of the bank as a whole, adjusted so as to exclude all dealings with own offices and affiliates,
- the balance sheet total of the branch, adjusted so as to exclude all dealings with own offices and affiliates,
- the amount of the liable capital of the bank as a whole recognised under bank supervisory rules, subdivided into core and supplementary capital,
- the amount of the customer deposits of the branch which are protected in accordance with no. 4.

For these figures, the last balance sheet date of the Head Office shall in principle apply; the figures may, however, also be requested for a date to be specified by the Auditing Association or also for several dates if in the opinion of the Auditing Association the figures on the balance sheet date do not reflect the average business situation of the branch.

Option 3:

The protection ceiling shall be fixed without the need for any further documentation at a flat amount of EUR 2,5 million.

3. Auditing of branches

Supplementary to § 5 (7) of the By-laws of the Deposit Protection Fund, the following arrangement shall apply:

Branches of foreign banks domiciled in the European Union shall be obliged to place at the disposal of the Auditing Association the information deemed necessary by the latter, even where such information is available only at the Head Office, to consent to the obtaining of information from the home-country supervisory authority, and to allow their auditing by the Auditing Association. The Auditing Association shall be authorised to carry out at the bank, without geographical or material restrictions, all auditing measures which it deems necessary in order to reliably assess the circumstances of the branch.

4. Relationship to the home-country deposit guarantee scheme

The Deposit Protection Fund shall provide indemnification in accordance with the By-laws only if and to the extent that deposits are not protected by the home-country deposit guarantee scheme.

Annexes

Annex to § 4 a of the By-laws of the Deposit Protection Fund

1. Rating Procedure Rules

§ 1 All banks participating in the Deposit Protection Fund shall be rated annually. An additional rating shall be carried out if the Auditing Association has knowledge to the effect that the circumstances of the bank have changed substantially since the last rating.

§ 2 Rating shall be carried out on the basis of ratios relating to the risk profile and performance profile of the bank. In this respect, the Rating Procedure Description adopted by the Delegates Assembly of the Association after approval by the Deposit Protection Committee and the Board of Directors of the Association shall apply. The Delegates Assembly may authorise the Board of Directors of the Association to alter the relevant individual rating criteria and their weight.

§ 3 A bank for which another bank participating in the Deposit Protection Fund has furnished a Declaration of Undertaking pursuant to § 5 (10) of the By-laws of the Fund shall be assigned on request the rating of the shareholding bank, provided that this bank's rating is better than its own. Where several declarations of undertaking by participating banks exist, the best rating result shall be adopted. The foregoing arrangement shall apply analogously if the Declaration of Undertaking has been furnished by a domestic bank not participating in the Fund or by a bank domiciled in another EU state and the shareholding bank has submitted to rating in accordance with these rules.

§ 4 Rating shall be carried out by the Auditing Association of German Banks. The Auditing Association may enlist the services of third parties to perform its tasks; in particular, it may assign the work to a subsidiary. The Auditing Association shall also be authorised to entrust certified public accountants or CPA firms with performance of support services in connection with the rating of foreign banks, provided that such services appear appropriate in the light of the accounting rules or other legal provisions of the home country concerned.

§ 5 The Rating Procedure shall result in a bank being assigned to

- one of the three A rating category levels,
- one of the three B rating category levels, or
- one of the three C rating category levels.

Banks belonging to one of the three A rating category levels shall be those where only the general Deposit Protection Fund audits need be conducted. Banks belonging to one of the three B rating category levels shall be those which require closer auditing. Banks belonging to one of the three C rating category levels shall be those which require continuous, intensive auditing.

§ 6 Before being downgraded from one rating category to another or by two levels within the same rating category, a bank shall be assigned, for a reasonable period of time to be determined in each case by the Auditing Association, but which shall not be longer than six months, to a watch level attached to the rating category level to which it previously belonged. If the Auditing Association finds that the reasons for the downgrading have been removed within the period specified, the bank shall remain in the rating category or rating category level to which it previously belonged. Otherwise it shall be assigned to the rating category or rating category level determined in each case.

Prior assignment to a watch level shall be dispensed with if, in the view of the Auditing Association, it does not appear possible for the difficulties responsible for the rating to be removed within a period of six months.

§ 7 Until submission of the annual financial statements for the third full business year, newly admitted banks shall be assigned to the entry level. Banks with entry level status may be audited by the Auditing Association more frequently and more comprehensively than other banks participating in the Deposit Protection Fund. Over and above the requirements laid down in § 5 (6) of the By-laws, the Auditing Association may impose quantitative conditions for lending and deposit-taking business which serve to ensure compliance with business objectives.

Banks where a rating result is duly obtained later may also be assigned to one of the B or C rating category levels already while they have entry level status.

§ 8 The rating result shall be notified solely to the management of the bank concerned, the Board of Directors of the Auditing Association and the member of the Management Board of the Association of German Banks responsible for deposit protection. Where a bank has been assigned to one of the three A rating category levels, merely this fact but not the rating result in figures shall be communicated.

The rating result must be treated strictly confidentially by all parties involved. The banks concerned must not in particular mention it in their business dealings or in their advertising. The Auditing Association shall be authorised to communicate the rating result to the Federal Financial Supervisory Authority.

§ 9 A bank shall have the possibility of recourse to an arbitration panel to contest assignment to one of the B or C rating category levels including the watch level attached to each of these. The arbitration panel shall decide whether in the case in question rating was carried out in conformity with the given Rating Procedure Description. Recourse to ordinary courts of law instead of the arbitration panel shall also be possible.

The bank concerned and the Auditing Association must each appoint an arbitrator. The arbitrators shall agree on a chairman, who should be a certified public accountant dealing in particular with the auditing of banks.

Recourse to arbitration shall have no suspensive effect on the obligation to pay an increased contribution or on other measures. The increased contribution shall, however, be refunded if the arbitration panel concludes that the rating was incorrect.

A bank which loses arbitration proceedings in full or in part shall be required to bear the costs of arbitration to the extent that it loses such proceedings.

§ 10 Irrespective of further possible consequences resulting from § 4 (2) of the By-laws, any bank failing to provide the required rating data or providing incomplete data or data that is inadequate because of its limited information value shall, after expiry of a reasonable period of time allowed for subsequent submission of the relevant data, be assigned to a correspondingly lower rating category level. How much a bank is downgraded shall depend on the type and amount of rating data concerned. It shall as a rule be downgraded by one full level.

Annex to § 5 (5) of the By-laws of Deposit Protection Fund

Text of the Declaration of Authorisation

I (We) hereby authorise the Federal Financial Supervisory Authority to inform the Association of German Banks - Deposit Protection Fund - of anything which shows that deposits held with me (us) might possibly be in jeopardy; in addition, I (we) authorise the Association of German Banks - Deposit Protection Fund - to obtain all information necessary for such purpose from the Federal Financial Supervisory Authority.

This declaration shall be irrevocable for as long as I (we) participate in the Deposit Protection Fund within the Association of German Banks.

I (We) hereby authorise the Deutsche Bundesbank to inform the Association of German Banks - Deposit Protection Fund - of anything which shows that deposits held with me (us) might possibly be in jeopardy. In addition, I (we) authorise the Association of German Banks - Deposit Protection Fund - to obtain all information necessary for such purpose from the Deutsche Bundesbank. This declaration shall be irrevocable for as long as I (we) participate in the Deposit Protection Fund within the Association of German Banks.

I (We) hereby authorise the Auditing Association of German Banks to inform the Association of German Banks - Deposit Protection Fund - of anything which shows that deposits held with me (us) might possibly be in jeopardy or of anything which concerns the obligations for me (us) ensuing from the By-laws of the Deposit Protection Fund. In addition, I (we) authorise the Association of German Banks - Deposit Protection Fund - to obtain all information necessary for such purpose from the Auditing Association of German Banks. This declaration shall be irrevocable for as long as I (we) participate in the Deposit Protection Fund within the Association of German Banks.

Annex to § 5 (10) of the By-Laws of the Deposit Protection Fund

Text of the Declaration of Undertaking

I (We) have a relationship with (hereinafter referred to as "Bank") as described in § 5 (10) of the By-laws of the Deposit Protection Fund within the Association of German Banks. I (We) undertake to indemnify the Association of German Banks against any losses which the Association may suffer from measures taken in favour of the Bank pursuant to § 2 (2) of the By-laws of the Deposit Protection Fund.

This declaration shall remain in effect until revocation, irrespective of whether or not my (our) relationship with the Bank within the meaning of § 5 (10) of the By-laws of the Deposit Protection Fund persists in any manner. This declaration shall be irrevocable for as long as such relationship persists. If this declaration shall be revoked at a time when facts have already arisen which lead to the taking of measures pursuant to § 2 (2) of the By-laws of the Deposit Protection Fund, my (our) obligation under the first paragraph hereof shall also apply with respect to the taking of such measures.

Any disputes arising in connection with this agreement shall fall within the exclusive jurisdiction of the Landgericht Köln.

All legal relationships resulting from this declaration shall be subject to the law of the Federal Republic of Germany.

Mrs./Mr./Messrs. is (are) irrevocably authorised to accept declarations of intention, and documents on my (our) behalf⁴.

³ In the case of branches of banks domiciled in another EU member state, the words "Federal Financial Supervisory Authority" shall be replaced by "banking supervisory authority of our home country, ..." (official designation).

⁴ This sentence should be deleted if the signatory to this declaration is resident in Germany.

Parex banka Aktiengesellschaft
lettischen Rechts, ZN Berlin
Französische Straße 15
10117 Berlin

Zeichen Z 3.2.3 - 696 - JB/Sf
Kontakt Herr Jørgen Bang
Telefon (0 30) 16 63-3500
Telefax (0 30) 16 63-3599
E-Mail Joergen.Bang@bdb.de

16. Februar 2009

Mitwirkung am Einlagensicherungsfonds
hier: Freistellungserklärung gemäß § 5 Abs. 10 des Statuts des Einlagensicherungsfonds

Sehr geehrte Damen und Herren,

wir beziehen uns auf Ihr Schreiben vom 19. Dezember 2008 aus dem hervorgeht, dass die Latvijas Hipoteku un Zemes Banka nunmehr mit Wirkung vom 10. November 2008 mehr als 84 % der Anteile an der AS Parex Banka hält. Demgemäß benötigen wir von der Latvijas Hipoteku un Zemes Banka eine Freistellungserklärung gemäß § 5 Abs. 10 des Statuts des Einlagensicherungsfonds zu Gunsten Ihres Hauses. Erläuternd möchten wir in dem Zusammenhang auf Folgendes hinweisen:

Nach § 5 Abs. 10 des Statuts des Einlagensicherungsfonds sind für Banken, die an der Einlagensicherung mitwirken, Freistellungserklärungen von denjenigen Personen beizubringen, die die Mehrheit der Anteile an dieser Bank halten oder die allein oder gemeinsam mit anderen unmittelbar oder mittelbar beherrschenden Einfluss auf die Bank ausüben können. Nach dem Wortlaut des Statuts ist die Freistellungserklärung von jeder Person beizubringen, die die erwähnten Voraussetzungen erfüllt. Liegen sowohl unmittelbarer als auch mittelbarer beherrschender Einfluss vor, sind die Freistellungserklärungen kumulativ abzugeben; die Freistellungserklärung eines Unternehmens kann ein anderes nicht entlasten. Freistellungserklärungen werden von uns ausnahmslos in lückenloser Kette angefordert.

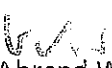
Als Anlagen übersenden wir Ihnen ein Textmuster einer Freistellungserklärung sowie eine unverbindliche englische Übersetzung. Bei ausländischen Zeichnern wird die Angabe eines inländischen Zustellungsbevollmächtigten erbeten. Aus Zweckmäßigkeitsgründen empfehlen

wir, als Zustellungsbevollmächtigten die Parex banka Aktiengesellschaft lettischen Rechts, ZN Berlin, anzugeben.

Zur Aktualisierung unserer Unterlagen bitten wir Sie außerdem um ein aktuelles Konzern-
diagramm, damit wir beurteilen können, inwieweit andere Gesellschaften eventuell
Freistellungserklärungen abgeben müssten.

Wir wären Ihnen dankbar, wenn Sie kurzfristig für die Unterzeichnung der deutschen Fassung
der Freistellungserklärung Sorge tragen würden und stehen Ihnen für Rückfragen gern zur
Verfügung.

Mit freundlichen Grüßen


Dr. Ahrend Weber

Jørgen Bang

Anlagen

16.02.2009

Dalība noguldījumu fondā

šeit: apliecinājums par atbrīvošanu no zaudējumiem saskaņā ar Statūtu par noguldījumu nodrošinājuma fondu 5.pagrāfa 10.daļu.

Cienījamās dāmas un kungi,

mēs atsaucamies uz Jūsu 2008.gada 19.decembra vēstuli, kurā teikts, ka Latvijas Hipotēku un Zemes Bankai ar 2008.gada 10.novembri pieder vairāk kā 84% daļu AS Parex bankā. Tādēļ mums ir vajadzīgs no Latvijas Hipotēku un Zemes Bankas apliecinājums par atbrīvošanu no zaudējumiem saskaņā ar Statūtu par noguldījumu nodrošinājuma fondu 5.pagrāfa 10.daļu par labu Jūsu bankai. Papildus vēlamies šajā sakarā norādīt sekojošo:

Saskaņā ar Statūtu par noguldījumu nodrošinājuma fondu 5.pagrāfa 10.daļu bankām, kuras ir Noguldījumu fonda dalībnieces, jāsniedz to personu parakstīti apliecinājumi par atbrīvošanu no zaudējumiem, kurām pieder vairākums daļu bankā vai kuras vienas pašas vai kopīgi ar citām personām tieši vai netieši var ietekmēt banku. Saskaņā ar statūtu tekstu apliecinājums par atbrīvošanu no zaudējumiem ir jāparaksta katrai personai, kurai piemīt šīs pazīmes. Ja ir personas, kuras var ietekmēt banku tieši, un kuras var ietekmēt to netieši, apliecinājumi ir jāsniedz kopīgi; viena uzņēmuma apliecinājums neatbrīvo citu no pienākuma sniegt apliecinājumu. Apliecinājumus par atbrīvošanu no zaudējumiem mēs pieprasām bez izņēmumiem no visiem uzņēmumiem.

Pielikumā nosūtām Jums apliecinājuma paraugtekstu, kā arī tā juridiski nesaistošu tulkojumu angļu valodā. Arvalstu parakstītājiem ir jāuzrāda pilnvarota persona iekšzemē. Lietderības nolūkā iesakām Jums noteikt par pilnvaroto personu, Parex bankas Latvijas tiesību akciju sabiedrības Berlīnes filiāli.

Lai aktualizētu mūsu dokumentus, lūdzam Jūs tāpat iesniegt aktuālo koncerna diagrammu, lai mēs varētu spriest par to, vai arī citām sabiedrībām būtu jāsniedz apliecinājumi par atbrīvošanu no zaudējumiem.

Mēs būtu Jums ļoti pateicīgi, ja Jūs nodrošinātu apliecinājuma vācu versijas parakstīšanu pēc iespējas īsā laika sprīdī, un labprāt atbildēsim uz Jūsu jautājumiem.

Ar cieņu,

Dr.Ahrend Weber

Jorgen Bang

Pielikumi

Bundesverband deutscher Banken e.V.
Postfach 04 03 07
10062 Berlin

Verpflichtungserklärung gemäß § 5 Absatz 10 des Statuts des innerhalb des Bundesverbandes deutscher Banken e.V. bestehenden Einlagensicherungsfonds

Wir stehen zu der Parex banka Aktiengesellschaft lettischen Rechts (im Folgenden „Bank“) in einer Verbindung, wie sie § 5 Absatz 10 des Statuts innerhalb des Bundesverbandes deutscher Banken e.V. bestehenden Einlagensicherungsfonds umschreibt. Wir verpflichten uns, den Bundesverband deutscher Banken e.V. von allen Verlusten freizustellen, die diesem durch Maßnahmen gemäß § 2 Absatz 2 des Statuts des Einlagensicherungsfonds zu Gunsten der Bank entstehen.

Diese Erklärung bleibt bis zum Widerruf wirksam, und zwar unabhängig davon, ob unsere Verbindung im Sinne des § 5 Absatz 10 des Statuts des Einlagensicherungsfonds zu der Bank in irgendeiner Weise fortbesteht. Sie ist unwiderruflich, solange eine solche Verbindung fortbesteht. Wird diese Erklärung in einem Zeitpunkt widerrufen, in dem bereits Tatsachen vorliegen, die zu Maßnahmen gemäß § 2 Absatz 2 des Statuts des Einlagensicherungsfonds führen, so gilt unsere Verpflichtung gemäß Absatz 1 dieser Erklärung auch hinsichtlich dieser Maßnahmen.

Für Streitigkeiten aus dieser Erklärung ist ausschließlich das Landgericht Berlin zuständig.

Für alle Rechtsbeziehungen, die sich aus dieser Erklärung ergeben, gilt das Recht der Bundesrepublik Deutschland.

VAS Privatizācijas Aģentūra, staatliche Aktiengesellschaft lettischen Rechts ernannt und bevollmächtigt hiermit unwiderruflich die AS Parex banka, Aktiengesellschaft lettischen Rechts, Zweigniederlassung Berlin als Zustellungsbevollmächtigten für alle

Declaration of Undertaking pursuant to § 5 (10) of the By-laws of the Deposit Protection Fund within the Association of German Banks

We have a relationship with AS Parex banka, stock company under Latvian Law (hereinafter referred to as "Bank") as described in § 5 (10) of the By-laws of the Deposit Protection Fund within the Association of German Banks. We undertake to indemnify the Association of German Banks against any losses which the Association may suffer from measures taken in favor of the Bank pursuant to § 2 (2) of the By-laws of the Deposit Protection Fund.

This declaration shall remain in effect until revocation, irrespective of whether or not our relationship with the Bank within the meaning of § 5 (10) of the By-Laws of the Deposit Protection Fund persists in any manner. This declaration shall be irrevocable for as long as such relationship persists. If this declaration shall be revoked at a time when facts have already arisen which lead to the taking of measures pursuant to § 2 (2) of the By-laws of the Deposit Protection Fund, our obligation under the first paragraph hereof shall also apply with respect to the taking of such measures.

Any disputes arising in connection with this declaration shall fall within the exclusive jurisdiction of the Landesgericht Berlin.

All legal relationships resulting from this declaration shall be subject to the law of the Federal Republic of Germany.

VAS Privatizācijas Aģentūra, state stock company under Latvian Law hereby irrevocably appoints and authorises AS Parex banka, stock company under Latvian Law, Berlin branch as process agent for all papers, declarations and any other form of communications resulting from or in connection

Schriftstücke, Erklärungen und jede andere Form von Mitteilungen aus oder im Zusammenhang mit möglichen oder bereits anhängigen Rechtsstreitigkeiten aus oder im Zusammenhang mit dieser Erklärung. Für den Fall, dass der ernannte Zustellungsbevollmächtigte diese Aufgabe aus rechtlichen oder tatsächlichen Gründen nicht mehr ausüben kann, verpflichten wir uns, unverzüglich einen anderen im Gebiet der Bundesrepublik Deutschland ansässigen Zustellungsbevollmächtigten zu ernennen und diese Ernennung dem Einlagensicherungsfonds unverzüglich mitzuteilen.

with potential or already pending litigation resulting from or in connection with this declaration. If our appointed process agent can no longer perform this function for legal or de facto reasons, we shall be obliged to appoint without delay another process agent resident on the territory of the Federal Republic of Germany and to notify the Deposit Protection Fund promptly of such appointment.

The text is an English translation furnished for information purposes only. The original German text, which is provided for the signature in each case, is binding in all respects.

Riga, den _____
(Datum/Date)

Unterschriften/Signatures: