

## LETTER OF INDEMNITY

To

Attn: Joséphine LISION / OCE Unit

Clearstream Banking S.A.

42, avenue J.F. Kennedy

L-1855 Luxembourg

Date: \_\_\_\_\_

This letter of indemnity is entered into as a separate agreement between us \_\_\_\_\_ and you Clearstream Banking S.A. ("CBL"), in the context of services provided to us by CBL as set forth in CBL's general terms and conditions as amended from time to time ("GTCs") to which we are bound and in relation to our securities currently held by CBL on our account n° \_\_\_\_\_ ("Account") and having the following ISIN (the "Securities"):

XS0144352803 EUR FL.R CIRIO DEL MONTE NV(B)02-2005

For the avoidance of doubt, the entering into of this letter of indemnity does not invalidate the terms of the GTCs which continue to remain legal, binding and enforceable on each of the signatory parties thereto and shall not in any way whatsoever deem to be amended, restated, rescinded or terminated as a result hereof.

We have been informed that the issuer of the Securities has gone out of business and therefore we consider the value of our Securities as worthless (the "Worthless Securities"), so that we no longer wish to be charged by CBL based on 100% of the face nominal value of the Securities and we wish our Worthless Securities to be cancelled from our holdings within CBL accordingly, understanding that we also wish the same actions, i.e. cancellation of the corresponding values from the issuers' Global Notes is also reflected by the relevant common depository and/or the relevant issuers' agents, as applicable.

Therefore, we expressly ask you to perform the following actions: (i) to operate such cancellation of our Worthless Securities position in our account within CBL and (ii) to request on our behalf the relevant common depository and/or relevant issuers' agents as applicable to reflect this decrease by the amount considered by us as worthless in the relevant position of CBL.

In this respect, we hereby provide this letter of indemnity to CBL

We hereby certify that (i) the issuer of the Securities has gone out of business and that consequently (ii) the value of the Securities is considered by us as worthless ((i) and (ii) being the "Information") and we declare that we have performed all the necessary checks and due diligence to fully satisfy ourselves as to the accuracy of the Information and have obtained all supporting documents (if any) in relation thereto.

We hereby agree that we shall assume full responsibility in relation to the accuracy, reliability or completeness of the Information. Accordingly, we will be fully liable for any and all claims, loss, damages, penalties associated therewith and CBL shall not have any liability resulting from the use of the Information. Further, we acknowledge and agree that we are under obligation to update or correct any inaccuracies in the Information.

In consideration of the assistance of CBL in processing actions (i) and (ii) mentioned above, we expressly agree that we accept full responsibility and we shall fully indemnify, defend and hold CBL harmless from and against, any and all claim levied against CBL, loss, liability, damage, judgment, settlement, fine, penalty, demand, cost or expense suffered by CBL (including without limitation fees and expenses of defending itself or enforcing this agreement) as well as any legal fees arising out of or in connection herewith - including any claims, penalties, taxes and interest thereon, levied by any of CBL's depository or any other intermediary used by CBL or any competent authority in connection with the Securities - or in respect of any other costs incurred, in connection with any action taken by CBL in reliance upon the content of this letter of indemnity and the documentation and/or information provided to CBL pursuant to this letter of indemnity.

The foregoing indemnity shall not apply to claims or losses which are attributable to the negligence or wilful misconduct of CBL.

Without prejudice of the above which remains fully applicable and to the extent doing so does not compromise CBL's rights and has no financial, operational or reputational impact on CBL, we acknowledge and agree that we will be permitted at our own expense and upon CBL's prior written approval, to assume the defence of any proceeding, claim or suit brought by any interested person to do so and indemnified by us and to settle any such proceeding, claim or suit.

In addition to any other remedies available to CBL under the GTCs or under any applicable law, CBL may, with prior notice to us, set off any liabilities or payment obligation owed to CBL by us in connection solely with this indemnity letter, against any payment obligation (whether or not matured) owed by CBL to us.

This letter of indemnity shall be governed and construed in accordance with the law of Luxembourg, and shall be binding on CBL and us, and their respective heirs, successors and permitted assigns.

If the foregoing is acceptable to CBL, please accept our offered terms by signing where indicated below.

Sincerely,

For \_\_\_\_\_

\_\_\_\_\_

Authorised Signature    Authorised Signature

\_\_\_\_\_

Name    Name

---

Title    Title

---

Place    Place