

A M E N D M E N T
to the
Control and Profit and Loss Pooling Agreement
dated 20 November 2007

between

GBV Sechzehnte Gesellschaft für Beteiligungsverwaltung mbH,
Opernplatz 1, 451, Essen, Germany,

- referred to as "**Controlling Company**" hereinafter -

and

GBV Siebzehnte Gesellschaft für Beteiligungsverwaltung mbH,
Opernplatz 1, 45128, Essen, Germany,

- referred to as "**Controlled Company**" hereinafter -

1. **Section 2, Paragraph 3** of the present Control and Profit and Loss Pooling Agreement shall be amended to read as follows:

The obligation to transfer profits in full shall enter into force for the first time for the truncated financial year starting on the day on which the Controlled Company is established, i.e. on 20 November 2007. If the Control and Profit and Loss Pooling Agreement is not registered in the Commercial Register by the end of the day on 31 December 2007, the obligation in relation to the full profit shall enter into force for the first time for the financial year of the Controlled Company beginning in the year in which the registration in the Commercial Register takes place.

2. **Section 4, Paragraph 3** of the present Control and Profit and Loss Pooling Agreement shall be amended to read as follows:

This Agreement shall be concluded for a fixed term expiring on 31 December 2012. If the Controlling Company introduces a financial year deviating from the calendar year, the term of this Agreement shall be extended until the end of the financial year underway on 31 December 2012. This Agree-

ment shall be extended for one year at a time unless it is terminated by a contracting party no later than six months before its expiry.

Essen, 13 December 2007

Essen, 13 December 2007

GBV Sechzehnte Gesellschaft
für Beteiligungsverwaltung mbH

GBV Siebzehnte Gesellschaft
für Beteiligungsverwaltung mbH

[Signed]
(Dr. Schouler)
as per the authorisation dated
20 November 2007

[Signed]
(Dr. Hüffer)

[Signed]
(Riedel)

Control and Profit and Loss Pooling Agreement

between

GBV Sechzehnte Gesellschaft für Beteiligungsverwaltung mbH i. Gr.,
Opernplatz 1,45128 Essen, Germany

- referred to as "**Controlling Company**"
hereinafter -

and

GBV Siebzehnte Gesellschaft für Beteiligungsverwaltung mbH i. Gr.,
Opernplatz 1,45128 Essen, Germany

- referred to as "**Controlled Company**" here-
inafter -

Section 1 Management

The Controlled Company shall place the management of its company under the control of the Controlling Company. Accordingly, the Controlling Company shall be authorised to issue instructions to the Controlled Company's management regarding the management of the company. The Controlled Company shall thus be incorporated into the Controlling Company in organisational, financial and commercial terms.

Section 2 Transfer of Profits

- (1) The Controlled Company shall undertake to transfer its profits to the Controlling Company in full. Subject to the accrual or release of provisions pursuant to Paragraph 2, the net profit for the year before profit and loss pooling - minus any net loss carried forward from the preceding year - shall be transferred.
- (2) The Controlled Company may transfer funds from its net profit for the year to other retained earnings with the Controlling Company's approval insofar as permissible under German commercial law and warranted by sound commercial reasoning. Other retained earnings in accordance with Section 272, Paragraph 3 of the German Commercial Code accrued during the term of this Agreement shall be released on the Controlling Company's request and to offset any net loss for the year or for transfer as profit. The transfer of funds from the release of other retained earnings pursuant to Section 272, Paragraph 3 of the German Commercial Code accrued prior to the beginning of the term of this Agreement shall be exempted. Section 301 of the German Stock Corporation Act shall apply analogously.
- (3) The obligation to transfer profits in full shall enter into force for the first time for the Controlled Company's financial year starting on 1 January 2006. If this Control and Profit and Loss Pooling Agreement is not registered in the Commercial Register by the end of the day on 31 December 2006, the obligation in relation to the full profit shall enter into force for the first time for the financial year of the Controlled Company beginning in the year in which the registration in the Commercial Register takes place.

Section 3 Assumption of Losses

The Controlling Company shall be obliged to offset any net loss for the year incurred during the term of this Agreement unless such loss is offset by drawing funds from other retained earnings in accordance with Section 2, Paragraph 2, Sentence 2 which have been transferred to other retained earnings during the term of this Agreement. The valid version of Section 302 of the German Stock Corporation Act shall apply analogously.

Section 4
Entry into Force and Term of the Agreement

- (1) This Agreement shall be concluded subject to the approval of the Shareholders' Meeting of the Controlling Company and the Shareholders' Meeting of the Controlled Company.
- (2) This Agreement shall enter into force upon its registration in the Commercial Register of the Controlled Company's domicile and - with the exception of the authority to issue instructions according to Section 1 - it shall take retroactive effect from the beginning of the Controlled Company's financial year for which the obligation to transfer profits enters into force for the first time pursuant to Section 2, Paragraph 3.
- (3) This Agreement shall be concluded for a fixed term of five years starting from the beginning of the Controlled Company's financial year for which the profit transfer obligation according to Section 2, Paragraph 3 enters into force for the first time. If the Controlling Company introduces a financial year deviating from the calendar year, the term of this Agreement shall be extended until the end of the financial year underway during the expiry of the fixed term set forth in Sentence 1. This Agreement shall be extended for one year at a time unless it is terminated by a contracting party no later than six months before its expiry.
- (4) The right to terminate for good reason without giving notice shall not be affected by this. The Controlling Company shall be entitled in particular to terminate this Agreement for good reason if it ceases to hold a majority interest in the Controlled Company.

Essen, 20 November 2007

GBV Sechzehnte Gesellschaft
für Beteiligungsverwaltung mbH i. Gr.

(Fred Riedl) (Dr. Jens Hüffer)

Essen, 20 November 2007

GBV Siebzehnte Gesellschaft
für Beteiligungsverwaltung mbH i. Gr.

(Georg Lambertz) (~~Dr. Manfred Döss~~)
(Dr. Berend Holst)