

**Amendment Agreement relating to the Control
and Profit and Loss Pooling Agreement**

between

RWE Aktiengesellschaft

Opernplatz 1
45128 Essen, Germany

- referred to as "Controlling Company" hereinafter -

and

GBV Achtundzwanzigste Gesellschaft für Beteiligungsverwaltung mbH

Opernplatz 1
45128 Essen, Germany

- referred to as "Controlled Company" hereinafter -

Preamble

On 30 April 2009, a control and profit and loss pooling agreement ("Agreement") was concluded between GBV Fünfundzwanzigste Gesellschaft für Beteiligungsverwaltung mbH (after the Controlling Company was replaced due to a merger: RWE Aktiengesellschaft) and GBV Achtundzwanzigste Gesellschaft für Beteiligungsverwaltung mbH. Due to the change in the statutory requirements for the existence of a corporate tax unit introduced by Article 2 of the German law on the change and simplification of company taxation and of fiscal travel cost law on 20 February 2013 (German Federal Law Gazette I, page 285) the parties hereby adapt the Agreement to the version of Section 17, Sentence 2, Item 2 of the German Corporate Income Tax Act amended by the aforementioned law as follows:

1. Amendment to the Title of the Agreement

The title of the Agreement shall be amended to improve clarity and shall read as follows henceforth:

"Control and Profit and Loss Pooling Agreement

between

RWE Aktiengesellschaft, Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlling Company" hereinafter -

and

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

- referred to as "Controlled Company" hereinafter -

as per the Amendment Agreement dated 30 January 2014."

2. Amendment to Section 3 of the Agreement

Section 3 of the Agreement shall be amended to read as follows henceforth:

"The provisions of the valid version of Section 302 of the German Stock Corporation Act shall apply analogously."

3. Continued Validity Otherwise & Entry into Force of the Amendment Agreement

Otherwise, the provisions of the Agreement shall remain unchanged. This Amendment Agreement shall enter into force retroactively to the beginning of the financial year in which all of the requirements for this Amendment Agreement entering into force are met for the first time.

4. Clean Copy

Annex 1 is the version of the Agreement resulting from this Amendment Agreement.

Essen, Germany, 30 January 2014

RWE Aktiengesellschaft

Essen, Germany, 30 January 2014

GBV Achtundzwanzigste Gesellschaft für Beteiligungsverwaltung mbH

Annex 1 to the Amendment Agreement Dated 30 January 2014

Control and Profit and Loss Pooling Agreement

between

RWE Aktiengesellschaft,
Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlling Company" hereinafter -

and

**GBV Achtundzwanzigste Gesellschaft
für Beteiligungsverwaltung mbH,**
Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlled Company" hereinafter -

as per the Amendment Agreement dated 30 January 2014.

**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.
- (3) The valid version of Section 301 of the German Stock Corporation Act shall apply analogously.
- (4) The profit transfer obligation shall enter into force for the first time for the full profit of the Controlled Company's truncated financial year beginning on the day on which the Controlled Company is established, i.e. 3 April 2009. 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 2009, the obligation in relation to the full profit shall enter into force for the first time for the Controlled Company's financial year beginning in the year in which the registration in the Commercial Register takes place.

Section 3

Assumption of Losses

The provisions of 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 4.
- (3) This Agreement shall be concluded for a fixed term expiring at the end of the five-year period starting at 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 4 and at least until 31 December 2014. If the Controlled 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 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 or if it has assumed an obligation to relinquish its majority interest. Such termination may be effected without notice or at the end of the Controlled Company's financial year underway during the sale or transfer of the majority interest.