

Control and Profit and Loss Pooling Agreement

between

RWE Aktiengesellschaft,
Opernplatz 1, 45128 Essen,
Germany

registered in the Commercial Register of the Essen District Court under
HRB 14525

- referred to as "Controlling Company" hereinafter -

and

RWE Downstream Beteiligungs GmbH,
Opernplatz 1, 45128 Essen, Germany

registered in the Commercial Register of the Essen District Court under HRB
26911

- referred to as "Controlled Company" hereinafter -

Preamble

- (1) Due to the Controlling Company's majority stake in the voting stock of the Controlled Company, the Controlled Company shall be financially incorporated in the Controlling Company in accordance with Section 14, Paragraph 1, Sentence 1, Item 1 of the German Corporate Tax Act.
- (2) The Controlling Company and the Controlled Company are entering into this Agreement in particular to establish an income tax group in accordance with Section 14 et seqq. of the German Corporate Tax Act and Section 2, Paragraph 2, Sentence 2 of the German Trade Tax Act. Accordingly, the provisions of this Agreement shall primarily be interpreted in order to achieve the effects of an income tax group.

Section 1

Management

The Controlled Company shall place the management of its company under the Controlling Company. Accordingly, the Controlling Company shall be entitled to issue the Controlled Company's management instructions pertaining to the management of the latter.

Section 2

Transfer of Profits

- (1) The Controlled Company undertakes to transfer its entire profit to the Controlling Company. Subject to the accrual or reversal of provisions pursuant to Paragraph 2, net income, less any loss carryforward from the preceding year and any amount barred from payment pursuant to Section 268, Paragraph 8 of the German Commercial Code, shall be transferred to the Controlling Company.
- (2) Subject to the approval of the Controlling Company, the Controlled Company may transfer amounts from net income to other retained earnings to the extent permissible under German commercial law and economically justified based on a sound commercial assessment. Other retained earnings accrued during the term of this Agreement in accordance with Section 272, Paragraph 3 of the German Commercial Code shall be reversed on request from the Controlling Company and used to offset a net loss or transferred as profit. This shall not affect the transfer of amounts from the reversal of other retained earnings in accordance with Section 272, Paragraph 3 of the German Commercial Code accrued before the beginning of the term of this Agreement.
- (3) The provisions of Section 301 of the valid version of German Stock Corporation Act shall be applied accordingly.
- (4) The profit transfer obligation shall take effect for the first time for the entire profit of the Controlled Company for the fiscal year starting on 1 January 2017. If the entry of this Agreement in the Commercial Register of the Controlled Company does not occur by the

end of the day on 31 December 2017, the obligation shall take effect for the first time for the entire profit of the Controlled Company for the fiscal year starting in the year of entry in the Commercial Register.

Section 3

Assumption of Losses

The provisions of Section 302 of the valid version of the German Stock Corporation Act shall be applied accordingly.

Section 4

Entry into Force and Term of the Agreement

- (1) This Agreement shall be concluded subject to the approval of the Annual General Meeting of the Controlling Company and the Shareholders' Meeting of the Controlled Company.
- (2) This Agreement shall enter into force upon its entry into the Commercial Register of the domicile of the Controlled Company and shall be valid retroactively – with the exception of the right to issue instructions pursuant to Section 1 – from the beginning of the fiscal year of the Controlled Company, to which the profit transfer obligation applies for the first time in accordance with Section 2, Paragraph 4.
- (3) This Agreement shall be firmly concluded for the period ending five years after the beginning of the fiscal year of the Controlled Company to which the profit transfer obligation applies for the first time in accordance with Section 2, Paragraph 4. If the Controlled Company introduces a fiscal year that deviates from the calendar year, the term of this Agreement shall be extended until the end of the fiscal year running at the end of the fixed term set out in Sentence 1. This Agreement shall be extended in unamended form by a year unless it is terminated by one of the contracting parties no later than six months before its expiry.

- (4) This shall not affect the right of termination for good cause. The Controlling Company shall be entitled to terminate the Agreement for good cause especially if it ceases to hold a majority stake in the Controlled Company or undertakes to relinquish its majority stake. The termination may be made without giving notice, effective from any point in time between the assumption of the obligation and transfer, or effective from the end of the fiscal year of the Controlled Company running when the transfer obligation is assumed, or upon transfer.

Section 5

Severability Clause

If a provision of this Agreement opposes the purpose of this Agreement to establish an income tax group, such provision shall be invalid. Any provision that does not fulfil this purpose shall be replaced by a provision with the least possible deviation that serves the purpose of this Agreement. This shall apply analogously in the event that this Agreement lacks a provision required to fulfil the purpose of this Agreement.

RWE Aktiengesellschaft

Essen, 12 December 2016

[Signed]

Dr. Rolf Martin Schmitz

[Signed]

Dr. Markus Krebber

RWE Downstream Beteiligungs GmbH:

Essen, 12 December 2016

[Signed]

Dr. Christian Kuhn

[Signed]

Otger Wewers