

Control Agreement including a Profit and Loss Pooling Arrangement

The following Agreement shall hereby be concluded between

Vereinigte Elektrizitätswerke Westfalen AG
headquartered in Dortmund, Germany
- referred to as "Controlling Company" hereinafter -

and

BGE Beteiligungs-Gesellschaft für Energieunternehmen mbH
headquartered in Dortmund, Germany
- referred to as "Controlled Company" hereinafter -

subject to the Annual Shareholders' Meeting of BGE:

Section 1

The Controlling Company shall be the Controlled Company's sole shareholder.

Section 2

The Controlled Company shall undertake to conduct business operations solely based on the instructions and on account of the Controlling Company. The Controlling Company shall determine the measures to be taken in relation to bookkeeping and the annual financial statements, in particular in compliance with statutory regulations.

Section 3

- (1) The Controlled Company shall undertake to transfer the profits stated on its commercial balance sheet to the Controlling Company.
- (2) In turn, the Controlling Company shall undertake to offset any loss stated on the commercial balance sheet. Section 302 of the German Stock Corporation Act shall apply. The Controlled Company shall be allowed to accrue provisions to the extent warranted by sound commercial reasoning.

Section 4

This Agreement shall take effect for the first time for the Controlled Company's 1984 financial year and shall have a term of 5 years, i.e. through to 31 December 1988. It may be terminated as of said date by giving one year's notice. Should it not be terminated, it shall be extended indefinitely under the proviso that it may be terminated as of the end of a year by giving one year's notice.

The termination must be made by registered mail.

Section 5

- (1) In the event of a change in the statutory regulations of relevance to this Agreement or in applicable case law, this Agreement may be subject to an adjustment to the changed circumstances.
- (2) Should any individual provision of this Agreement be found to be invalid, the validity of the remaining provisions shall remain unaffected. Any invalid provision shall be replaced by a supplement to this Agreement that comes as close to the parties' intention as legally possible. The parties shall undertake to see to a suitable adjustment to this Agreement.

Dortmund, 19 October 1984

Vereinigte Elektrizitätswerke
Westfalen Aktiengesellschaft

BGE Beteiligungs-Gesellschaft
für Energieunternehmen mbH