

Certified Copy

Control and Profit and Loss Pooling Agreement

Annex 2 to the minutes dated 4 May 1990
- Number 85/1990 in the Register of Deeds -

between the notary public (Dr. Ising)

Rheinisch-Westfälische Elektrizitätswerke AG, Essen (RWE)

and

Victoria Mathias Verwaltungsgesellschaft mbH, Essen (VM)

RWE and VM concluded an Intercompany and Profit and Loss Pooling Agreement on 24 March 1966. This Agreement shall be reworded as follows:

Section 1

VM shall be integrated into RWE in financial, commercial and organisational terms. VM shall place the management of its company under RWE's control and shall undertake to follow RWE's instructions in this matter.

Section 2

- (1) VM shall undertake to transfer its net profit for the year to RWE (transfer of profits). VM may only transfer funds from its net profit for the year to retained earnings with RWE's approval based on sound commercial reasoning. The transfer of funds from the release of retained earnings accrued prior to the beginning of the term of this Agreement shall be exempted.

- (2) RWE 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 retained earnings which have been transferred to other retained earnings during the term of this Agreement (assumption of losses). VM shall observe the waiver and settlement provision set forth in Section 302, Paragraph 3 of the German Stock Corporation Act.
- (3) VM shall prepare its annual financial statements in accordance with Section 42, Paragraph 1 of the German Limited Liability Company Act and with Sections 242 and 264 of the German Commercial Code; the transfer of profits to RWE and the assumption of losses by RWE shall be considered - if applicable disclosing the apportionment of taxes. The figure calculated for the net profit for the year shall be submitted to RWE for approval before it is adopted.

Section 3

In the event of a change in a statutory regulation and/or case law of relevance to this Agreement, this Agreement may be subject to adaptation to the changed circumstances.

Section 4

This Agreement shall be concluded for an indefinite term. It may be terminated for the first time as of 30 June 1992, after which it may be terminated as of 30 June of each subsequent year; the notice period shall amount to 12 months.

3.

Essen, 12 June 1987

Rheinisch-Westfälisches Elektrizitätswerk
Aktiengesellschaft

[Signed]

Essen, 19 June 1987

Victoria Mathias
Verwaltungsgesellschaft mbH

[Signed]

I hereby certify the identity of the photocopy
in front of me with the original presented to
me.

E s s e n, 4 May 1990

[Seal bearing the
following inscription
"DR. PETER ISING *
NOTARY PUBLIC IN
ESSEN *"]

[Signed]
(Dr. Ising)
Notary Public