

**Control
and
Profit and Loss Pooling Agreement**

between

**Thames Water Aqua Holdings GmbH, Opernplatz 1, 45128 Essen, Germany
- referred to as "TWAH" hereinafter -**

and

**GBV Achte Gesellschaft für Beteiligungsverwaltung mbH, Opernplatz 1,
45128 Essen, Germany
- referred to as "GBV" hereinafter -**

**Section 1
Management**

GBV shall place the management of its company under the control of TWAH. Accordingly, TWAH shall be authorised to issue instructions to GBV management regarding the management of the company. GBV shall thus be incorporated into TWAH in organisational, financial and commercial terms.

**Section 2
Transfer of Profits**

- (1) GBV shall undertake to transfer its profits to TWAH 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) GBV may transfer funds from its net profit for the year to other retained earnings with TWAH's approval insofar as permissible under German commercial law and warranted by sound commercial reasoning. Uncommitted reserves (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 TWAH'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.

- (2) The profit transfer obligation shall enter into force for the first time for the full profit of the 2002 financial year (truncated financial year).

Section 3 Assumption of Losses

In accordance with Section 302 of the German Stock Corporation Act, TWAH shall be obliged to offset any net loss for the year incurred during the term of this Agreement - for the first time for the truncated financial year ending on 31 December 2002 - unless such loss is offset by drawing funds from uncommitted reserves in accordance with Section 2, Paragraph 2, Sentence 2 which have been transferred to other retained earnings during the term of this Agreement. In accordance with Section 302, Paragraph 3 of the German Stock Corporation Act, GBV shall refrain from renouncing its right to offset losses and reaching a settlement on offsetting losses before three years from the day on which the registration of the termination of this Agreement in the Commercial Register pursuant to Section 10 of the German Commercial Code is deemed to have been made public.

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 TWAH and the Shareholders' Meeting of GBV.

- (2) This Agreement shall enter into force upon its registration in the Commercial Register of GBV'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 GBV's financial year for which the obligation to transfer profits enters into force for the first time pursuant to Section 2, Paragraph 2.
- (3) This Agreement may be terminated for the first time as of 31 December 2007 by giving six months' notice. If this Agreement is not terminated, it shall be extended by one year at a time, subject to the same notice period.
- (4) The right to terminate for good reason without giving notice shall not be affected by this. TWAH shall be entitled in particular to terminate this Agreement for good reason if it ceases to hold a majority interest in GBV.

Essen, 28 November 2002

Essen, 28/11/02

[Signed] [Signed]
Thames Water Aqua Holdings GmbH

[Signed] [Signed]
GBV Achte Gesellschaft für
Beteiligungsverwaltung mbH