

**Amendment Agreement relating to the Control Agreement
including a Profit and Loss Pooling Arrangement**

between

RWE Aktiengesellschaft,

Opernplatz 1

45128 Essen, Germany

- referred to as "Controlling Company" hereinafter -

and

BGE Beteiligungs-Gesellschaft für Energieunternehmen mbH,

Opernplatz 1

45128 Essen, Germany

- referred to as "Controlled Company" hereinafter -

Preamble

On 19 October 1984, a Control Agreement including a Profit and Loss Pooling Arrangement ("Agreement") was concluded between Vereinigte Elektrizitätswerke Westfalen AG (after the Controlling Company was replaced due to a merger and renaming: RWE Aktiengesellschaft) and BGE Beteiligungs-Gesellschaft für Energieunternehmen 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 Agreement including a Profit and Loss Pooling Arrangement

between

RWE Aktiengesellschaft, Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlling Company" hereinafter -

and

BGE Beteiligungs-Gesellschaft für Energieunternehmen 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, Paragraph 2 of the Agreement

Section 3, Paragraph 2 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

BGE Beteiligungs-Gesellschaft für Energieunternehmen mbH

Annex 1 to the Amendment Agreement Dated 30 January 2014

Control Agreement including a Profit and Loss Pooling Arrangement

between

RWE Aktiengesellschaft,
Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlling Company" hereinafter -

and

BGE Beteiligungs-Gesellschaft für Energieunternehmen mbH,
Opernplatz 1, 45128 Essen, Germany,

- referred to as "Controlled Company" hereinafter -

as per the Amendment Agreement dated 30 January 2014.

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

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 31 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 shall be made by registered mail.

Section 5

- (1) In the event of a change in a statutory regulation 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.