

-Translation-

Profit and Loss Transfer Agreement

between

Dürr Aktiengesellschaft
Otto-Dürr-Strasse 8
70435 Stuttgart

hereinafter called "Dürr AG"

and

Carl Schenck Aktiengesellschaft
Landwehrstrasse 55
64293 Darmstadt

hereinafter called "Carl Schenck AG"

Dürr AG is the sole shareholder of Carl Schenck AG.

§ 1 Transfer of profits

- (1) Carl Schenck AG undertakes to transfer its entire profits to Dürr AG. To be transferred – subject to the creation or release of reserves pursuant to paragraph 2 – is the annual net income accruing before the profit transfer less any loss carried forward from prior years.
- (2) Carl Schenck AG may, subject to the consent of Dürr AG, transfer amounts from the annual net income to other revenue reserves if and insofar as this is permitted by commercial law and is financially justified according to sound business judgment. Other reserves (other revenue reserves pursuant to Sec. 272 (3) of the German Commercial Code) created during the term of this agreement shall, if so requested by Dürr AG, be written back and used to offset an annual net loss or be transferred as profit. Reserves created before this agreement enters into effect shall be excluded from such transfer pursuant to sentence 2.

§ 2 Assumption of losses

With regard to the assumption of losses by Dürr AG Sec. 302 of the German Stock Corporation Act shall apply in its respectively valid version.

§ 3 Coming into effect and duration of this agreement

- (1) This agreement requires the assent of the shareholders' meetings of both Dürr AG and Carl Schenck AG. It shall come into effect with its registration in the Commercial Register at the registered offices of Carl Schenck AG and shall be valid retroactively for the period as from January 1, 2008.
- (2) The agreement may be terminated effective the end of a fiscal year, however at the earliest effective the end of December 31, 2012, subject to six months' prior notice.
- (3) The right to terminate the agreement without prior notice on material grounds is unaffected thereby. A sale or transfer in some other way of the ownership interest or part of the ownership interest in Carl Schenck AG can be claimed as a material ground for termination of the agreement.
- (4) Notice of termination must be given in writing in all cases.
- (5) When the agreement ends, Dürr AG shall provide the creditors of Carl Schenck AG with security in accordance with Sec. 303 of the German Stock Corporation Act.

Stuttgart, March 12, 2008

Darmstadt, March 12, 2008

Dürr Aktiengesellschaft

Carl Schenck Aktiengesellschaft

Ralf Dieter

Ralph Heuwing

Andreas Birk

Frank Hensel