

Control and Profit and Loss Transfer Agreement

between

DEUTZ AG, Köln

and

gatus 250. GmbH, Berlin (in future: Deutz Abgastechnik GmbH, Köln)

§ 1 Senior Management

gatus 250. GmbH places itself under the management of DEUTZ AG. DEUTZ AG is entitled to issue general instructions, or instructions on individual matters, to the Management Board of gatus 250. gatus 250. GmbH undertakes to comply with DEUTZ AG's instructions.

§ 2 Profit Transfer

(1) gatus 250. undertakes to transfer its entire profits, within the meaning of Section 275 (2) No. 20 and (3) No. 19 German Commercial Code (HGB), and in accordance with Clause 2 of this Agreement, to DEUTZ AG so that, subject to the stipulation agreed in the following sub-clause 2, gatus 250. GmbH does not accrue any operating profits of its own.

(2) gatus 250. GmbH may only place shares in the annual net profit into free reserves with the consent of DEUTZ AG. DEUTZ AG undertakes to give consent if and insofar as this is permitted under commercial law and necessary on the basis of a prudent commercial assessment. Free reserves set up during the period of this Agreement must be released and used to offset losses, or transferred as profits, if DEUTZ AG requires it and if this is justified on the basis of a prudent commercial assessment. The same applies mutatis mutandis to profit carried forward.

§ 3 Determination of Profits

(1) The profits and losses of gatus 250. GmbH are determined according to the regulations under commercial law.

(2) In this regard, the provisions of Section 300 No. 1 German Stock Corporation Act (AktG) must be observed; the amount of the transfer must not exceed the amount arising under Section 301 German Stock Corporation Act.

(3) DEUTZ AG may issue instructions to the Management Board of gatus 250. GmbH relating to the preparation of the balance sheet.

§ 4 Transfer of losses (Section 302 German Stock Corporation Act)

The transfer of losses is regulated by the provisions of Section 302 German Stock Corporation Act.

§ 5 Due Date for Payment

The entitlement to receive the transfer of profits falls due on approval of the annual accounts, the entitlement to receive transfer of losses, on expiry of the financial year for which they were established. They shall bear interest at a rate of 5% per annum as from the due date for payment.

§ 6 Right to Information

DEUTZ AG is at all times entitled to have access to the books and other business documents of gatus 250. GmbH. The Board of Management of gatus 250. GmbH is obliged to provide DEUTZ AG with all the information which it requires relating to the business of gatus 250. GmbH.

§ 7 Commencement, Duration and Termination of the Agreement

(1) The obligation to transfer profits and offset losses first comes into being with respect to the profit or loss for the financial year of gatus 250. GmbH in which this Agreement takes effect.

(2) This Agreement is concluded for an indefinite period but may not be terminated before five years have expired. Thereafter it may be terminated by way of six months' notice to the end of the financial year of gatus 250. GmbH. Notice to terminate must be in writing. The date on which notice to terminate is received by the other company shall determine whether the notice period has been complied with.

VI. Contractual Review, Compensation, Financial Settlement

As all shares in Deutz Abgastechnik GmbH belong to DEUTZ AG there is no need for a review of the Control and Profit and Loss Transfer Agreement, a review report or any regulation relating to compensation or a financial settlement for external shareholders.

Cologne, December 16, 2009

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DEUTZ AG

gatus 250. GmbH

(signatures Dr. Leube and Biondi)

(signature Dr. Haase)