

Control and Profit and Loss Transfer Agreement

Between

DEUTZ AG, Cologne

and

DEUTZ Engine China GmbH, Cologne

§ 1 Senior Management

(1) DEUTZ Engine China GmbH (in the following also referred to as: subordinated company) places itself under the management of DEUTZ AG (in the following also referred to as: controlling company). DEUTZ AG is entitled to issue general instructions, instructions on the ongoing business or on individual matters, to the Board of Management of DEUTZ Engine China GmbH. DEUTZ Engine China GmbH undertakes to comply with DEUTZ AG's instructions.

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

§ 2 Profit Transfer

(1) DEUTZ Engine China GmbH undertakes to transfer its entire profits to DEUTZ AG, starting as of the beginning of the financial year ongoing at the date this Agreement is entered in the commercial register. The provisions of Section 301 German Stock Corporation Act (AktG), Section 17 (2) No. 1 German Corporation Tax Act (KStG) as amended from time to time are to be applied to this Agreement.

(2) The subordinated company may only place amounts arising from the annual net profit into other retained earnings with the consent of the controlling company (Section 272 para 2 German Commercial Code – HGB) if and insofar as this is permitted under commercial law and necessary on the basis of a prudent commercial assessment.

(3) Other retained earnings recognised during the term of this Agreement as per Section 272 para 3 HGB are to be reversed when requested by the controlling company and to be used to offset an annual deficit or to be transferred as profit. Other reserves, profit carried forward and retained earnings originating from the time before this Agreement became effective may neither be transferred as profit to the controlling company nor used to offset an annual deficit. This also applies for additional paid-in capital irrespective of whether it was recognised before or after this Agreement became effective.

§ 3 Determination of Profits

(1) The profits and losses of DEUTZ Engine China 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.

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

During the term of this Agreement, the subordinated company undertakes to accept the transfer of losses. This is regulated by the provisions of Section 302 German Stock Corporation Act as amended from time to time.

§ 5 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 DEUTZ Engine China 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 DEUTZ Engine China 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. The right of early termination for cause shall remain unaffected thereof. In particular, the parties shall be entitled to terminate the Agreement for cause in case of

- a) sale or contribution of the shares in the single entity for tax purposes by the controlling company or
- b) merger, split off or liquidation of the controlling company or the subordinated company.

Cologne, 5. March 2013

DEUTZ AG

DEUTZ Engine China GmbH

Dr. Helmut Leube

Dr. Herbert Vossel

Dr. Margarete Haase