

MONITORING GASTERRA- MANDATE AGREEMENT APPLYING THE MASTER AGREEMENT FOR FINANCIAL COMMODITY POSITIONS DATED 30 JUNE 2008

This Monitoring GasTerra-Mandate Agreement ("Monitoring Agreement") shall be governed by the Master Agreement for Financial Commodity Positions dated 30 June 2008 ("MA FCP") in all respects with the exception of Articles 3 and 5 MA FCP or except where expressly stated differently in this Monitoring Agreement.

Under the GasTerra-Mandate EET shall provide assistance for ERG for Financial Commodity Positions. With regard to these Financial Commodity Positions of the GasTerra-Mandate the risk committee of ERG defined a hedging corridor (Stop-Loss- and Take-Profit-Limit). In case these limits are exceeded, EET shall enter into Swap Agreements as set out in the MA FCP with a third party and with ERG in order to close Financial Commodity Positions for the E.ON Group and ERG.

ERG shall continuously inform EET in writing about the Financial Commodity Positions under this Monitoring Agreement (size, commodity index, time of exposure) and the respective hedging corridors. In case of any changes to either the Financial Commodity Positions or the hedging corridor due to updated decisions of the ERG risk committee, ERG shall immediately inform EET in writing about the changes.

EET shall monitor the GasTerra- Mandate which has to be reported at least on a weekly basis, i.e. the value development of the Financial Commodity Positions in relation to the value limits of the hedging corridor. EET shall inform ERG immediately in case of a limit breach. After being informed by EET of the limit breach, ERG enters into a Swap Agreement regarding the Financial Commodity Positions of this mandate with EET by using the respective Swap Agreements attached in **Annex 1.1** to the MA FCP.

The Fixed Price for such GasTerra-Mandate Swap Agreements shall be determined as follows: The Fixed Price for each Financial Commodity Position shall be the Fixed Price concluded by EET with a third party immediately after the limit breach occurred and EET shall insert the Fixed Price in the respective Swap Agreements and send the Swap Agreement to ERG. For the avoidance of doubt, EET shall enter into two Swap Agreements with the same Fixed Price so that EET bears no additional risk.

On behalf of ERG, the department AGS shall inform about the Financial Commodity Positions and the hedging corridor and the department AGM shall check the details of the Swap Agreements if applicable. On behalf of EET the Gas&Oil desk shall perform the

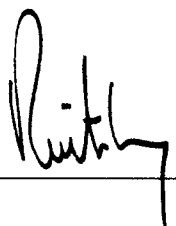
Gas
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monitoring and the information of ERG.

This Monitoring Agreement shall terminate without notice on 1 October 2008.

Executed by the duly authorised representatives of each Party:

Essen, 30 June 2008 *gel*

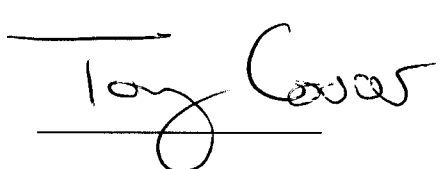


E.ON Ruhrgas AG

Dr. Bernhard Reutersberg

Chairman of the Board

Düsseldorf, 30 June 2008 *AK*



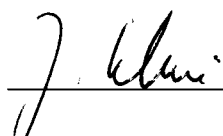
E.ON Energy Trading AG

E.ON Energy Trading AG

Dr. Anthony Cocker

Chairman of the Board

Essen, 30 June 2008 *gel*

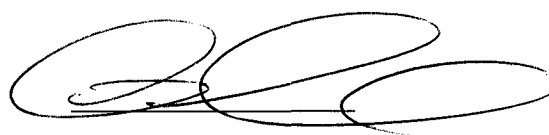


E.ON Ruhrgas AG

Dr. Jochen Weise

Member of the Board

Düsseldorf, 30 June 2008 *AK*



E.ON Energy Trading AG

E.ON Energy Trading AG

Gareth Griffiths

Member of the Board