Notice

This translation is provided to shareholders for convenience purposes only.

The German original of this document is exclusively authoritative and legally binding.

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Amendment Agreement
to the
Control and Profit Transfer Agreement

between

Allianz SE (formerly Allianz AG), Munich

hereinafter: "**AZ-SE**"

and the

AZ-Arges Vermögensverwaltungsgesellschaft mbH, Munich

hereinafter: "**AZ-Arges**"

Preamble

On August 30, 2002, AZ-SE (at the time still operating as "Allianz AG") and AZ-Arges entered with effect as of August 12, 2007 into the control and profit transfer agreement attached hereto as Annex (hereinafter the "**BGV 2002**"). In absence of termination by either party, the BGV 2002 remains in force unchanged. Since its transformation into the legal form of a European Corporation (SE) on October 13, 2006, Allianz AG operates as Allianz SE.

Due to the German Acton Amendment and Simplification of Corporate Taxation and Travel Expense Tax Regulation, which came into effect on February 26, 2013, profit transfer agreements with companies legally structured as a GmbH must now include in the sections on loss assumption a so-called "dynamic reference" to Section 302 German Stock Corporation Act, as amended. The BGV 2002 does not meet these requirements. Therefore, the parties conclude the following amendment agreement:

1. Amendment of Section 3 (Loss absorption) of the BGV 2002

In Section 3, first sub-clause of the BGV 2002, the phrase "the provisions of Section 302 (1) and (3) of the German Stock Corporation Act" is replaced by the phrase "the provisions of Section 302 German Stock Corporation Act, as amended". Section 3, first sub-clause reads in its amended version as follows:

"In accordance with the provisions of Section 302 German Stock Corporation Act, as amended, Allianz SE (formerly Allianz AG) is obliged".

2. BGV 2002 otherwise continues as before

The remainder of BGV 2002 remains unchanged.

Munich, dated March 10, 2014

Allianz SE

[signature]

Dr. Jung
Member of the Management Board

[signature]

Dr. Ress
Authorized Representative

Munich, dated March 10, 2014

AZ-Arges Vermögensverwaltungsgesellschaft mbH

[signature]

Dr. Dürnhöfer
Managing Director

[signature]

Mannhart
Authorized Representative

Encl:

Control and profit transfer agreement of August 30, 2002.

Control and Profit Transfer Agreement

between

Allianz Aktiengesellschaft, Munich

hereinafter: "AZ-AG"

and

AZ-Arges Vermögensverwaltungsgesellschaft mbH, Munich

hereinafter: "AZ-Arges"

Section 1

Control exercised by AZ-AG

1. AZ-Arges submits the direction of the company to AZ-AG. AZ-AG is consequently authorized to issue instructions to the management of AZ-Arges regarding the direction of the company. AZ-Arges undertakes for the term of this agreement to only engage in business transactions to the extent that AZ-AG could engage in such transactions.

2. AZ-AG will exercise its right to issue instructions through its management board only. Instructions must be issued in writing.

Section 2

Profit transfer

1. AZ-Arges undertakes for the term of this agreement to transfer its entire profits to AZ-AG. Subject to the formation or dissolution of reserves pursuant to para. 2, the amount to be

transferred is the annual net income as determined without any profit transfer, less a loss carry-forward from the previous year, if any.

2. With the consent of AZ-AG, AZ-Arges may allocate amounts from the annual net income to other retained earnings only insofar as this is permissible under applicable German accounting rules and is economically justified based on sound business judgment. Upon request by AZ-AG, the free reserves (other retained earnings pursuant to Section 272 (3) German Commercial Code [HGB] and capital reserves from additional payments pursuant to Section 272 (2) no. 4 German Commercial Code [HGB]) accumulated during the term of this agreement must be dissolved and applied to balancing any annual deficit or be transferred as profit. The transfer of amounts generated from the dissolution of free reserves pursuant to sentence 2 which were accumulated prior to the effectiveness of this agreement shall be excluded.

Section 3

Loss assumption

In accordance with the provisions of Section 302 (1) and (3) of the German Stock Corporation Act [AktG], AZ-AG is obliged to compensate any annual deficit sustained during the term of this agreement, unless such deficit is balanced through withdrawing amounts from the free reserves (other retained earnings pursuant to Section 272 (3) German Commercial Code [HGB] and capital reserves from additional payments pursuant to Section 272 (2) no. 4 German Commercial Code [HGB]) which were allocated to the free reserves during the term of this agreement.

Section 4

Effective start and duration of the agreement

1. This agreement is subject to the approval of the annual general meeting of AZ-AG and the approval of the shareholders' meeting of AZ-Arges. It will become effective upon registration in the commercial register of AZ-Arges and - with the exception of the right to issue instructions pursuant to Section 1 - will have retroactive effect as of August 12, 2002.

2. The agreement may be terminated for the first time with effect as of midnight on August 31, 2007 with 6 months' prior notice. Unless it is terminated, it will be consecutively renewed for periods of twelve months each with the same notice period.

3. The right to terminate the agreement for cause without notice remains unaffected. AZ-AG is in particular entitled to terminate for cause, if it no longer holds a direct participation in AZ-Arges.

Munich, dated August 30, 2002 [signature] [signature]
Allianz Aktiengesellschaft

Munich, date August 30, 2002 [signature] [signature]
AZ-Arges Vermögensverwaltungsgesellschaft mbH