

APCS Power Clearing
and Settlement AG
Alserbachstrasse 14-16
A-1090 Vienna

Pledging of money deposits

Dear Ladies and Gentlemen,

On an agreement was entered into between you and ourselves, specifically, the Balance Group Representatives (BGR-) Agreement.

To secure any claims against us that may arise under the Business Terms of the Balance Group Coordinator (BCO), we pledge money deposits in accordance with the following Agreement:

We have opened the account no. ("pledged account") with bank onto which we will deposit the collateral that is required under Business Terms of the BCO.

We hereby irrevocably and for an unlimited time pledge the money deposited on the pledged account for the purpose of complying with the collateral obligations under this Agreement. Dispositions over the pledged account shall only be possible with your written agreement or with the written consent of Oesterreichische Kontrollbank Aktiengesellschaft ("OeKB") as the party acting on your behalf, with each instruction for any fund transfer requiring your signature. We hereby undertake to register the lien in our books, debtor accounts and in all open position lists by marking it in accordance with the statutory provisions as well as with applicable accounting rules, in particular, indicating the fact that all current and future credit balances on the above named account have been pledged to APCS pursuant to the pledge agreement as set out in this document including the date and the date the lien has been entered into the books, and to maintain this lien until all claims of APCS have been fully

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satisfied. We are under the obligation to enable the inspection of the book entries in this respect without delay upon the request of APCS or OeKB.

You and OeKB as the party acting on your behalf shall be entitled in the event of a delay or default in payment as defined in the Business Terms BCO, and after having been reminded and granted a period of grace of one week under threat of collateral realisation, to debit the required amount from the money deposited without the need to request any further authorisation from us. We hereby grant you and OeKB the irrevocable right to automatically debit fund transfers. You shall be irrevocably entitled to dispose of the money deposits without any further court action or legal measures by way of a direct automatic debit that credits the amount to one of your accounts or an account of OeKB acting on your behalf.

All transfers credited to the pledged account that occur after the realisation has taken place shall fall under the lien to the extent required to cover any open claims against us.

Should we have pledged further collateral in accordance with the BGR Agreement, you are entitled to realise all collaterals in any order you may deem appropriate.

For every collateral realisation, a corresponding statement of accounts shall be prepared, with any potential surpluses being used to cover the costs of realisation and the restocking of our collateral account. Any proceeds received exceeding these amounts shall be transferred to us.

This Pledge Agreement has been construed under Austrian law. Any legally binding changes or supplements shall be done in writing. Should any of the provisions of this Agreement be or become invalid, this provision shall be replaced by effective ones that meet the purpose of covering potential defaults as closely as possible.

The respective competent court for the 1st district of Vienna shall have exclusive jurisdiction.

This Pledge Agreement shall be deemed as accepted unless you raise an objection within seven days of receipt.

Please submit this document in original version to OeKB using the following mailing address:
Oesterreichische Kontrollbank AG, ServiceCenter EnergieClearing, Strauchgasse 1-3, A-1010 Wien

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Sincerely,

(Place, date)

(Duly signed with corporate seal)

Letter of Commitment of the Bank Maintaining the Account

We hereby declare that we acknowledge in our own name and in the name of any legal successors to the benefit of APCS and OeKB as the party acting on your instructions the above Pledge Agreement and that we will act in compliance with the terms of this Agreement. In particular, we undertake the following:

1. We shall inform OeKB, A-1010 Vienna, Strauchgasse 1-3, in writing and by telephone on the same banking day should the value of the money deposits on the pledged account drop below the amount of EUR or another amount stated by OeKB in the following (the "collateral requirements").
2. The money deposits shall be EUR money deposits, deposits in other currencies shall not be offsettable against the collateral requirements stated above.
3. Upon request of APCS or OeKB, we shall transfer the money deposits on the pledged account given above to APCS or OeKB in accordance with the irrevocable automatic debit order.
4. We irrevocably and unconditionally waive our collateral rights, especially such rights arising under a pledge pursuant to our General Business Terms on Pledges, and shall refrain from making any claims on the above mentioned pledged account and the money deposited on said account, in particular, no netting rights or retention rights.
5. We shall identify the lien on the pledged account by marking it accordingly. We shall provide evidence thereof by sending the corresponding account statement to OeKB. Furthermore, we shall undertake to inform OeKB by sending it statements of account for every debit or credit transfer on the pledged account.
6. We undertake to allow the right of disposal over the pledged account only with the written consent of OeKB by signing the respective order.

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Oesterreichische Kontrollbank AG, ServiceCenter EnergieClearing, Strauchgasse 1-3, A-1010 Wien

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We hereby confirm that we have not received any previous pledge notices regarding the above mentioned pledged account and do not know of any third parties with rights to this pledged account or to the money on said account.

This Letter of Commitment has been construed under Austrian law. Any legally binding changes or supplements shall be done in writing. Should any of the provisions of this Agreement be or become invalid, this provision shall be replaced by effective ones that meet the purpose of covering potential defaults as closely as possible.

The respective competent court for the 1st district of Vienna shall have exclusive jurisdiction.

This Pledge Agreement shall be deemed as accepted unless you raise an objection within seven days of receipt.

Sincerely,

(Place, date)

(Duly signed with corporate seal by bank maintaining the account)