

29 June 2007

EUROPEAN ENERGY EXCHANGE AG
and
LILIE 27. V V GMBH

SPIN-OFF AGREEMENT

concerning the business division of spot trading of electricity

Linklaters

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Annex 1.1
to the Cooperation Agreement

Annex • to the notarial transaction
of [] under Roll of Deeds No. []/2007

Spin-Off and Acquisition Agreement

between

European Energy Exchange AG, Leipzig,

- hereinafter also referred to as "**EEX**" or "**Transferring Company**" -

and

Lilie 27. V V GmbH, Leipzig

- hereinafter also referred to as "**Acquiring Company**" -

Preamble

- (A) The Transferring Company with registered seat in Leipzig is registered in the Commercial Register of the Local Court of Leipzig under HRB 18409. The share capital of the Transferring Company amounts to EUR 40,050,000. The shares are held by a total of 54 shareholders.
- (B) The Acquiring Company is a limited liability company with registered seat in Leipzig, registered in the Commercial Register of the Local Court of Leipzig under HRB 23215. The sole shareholder of the Acquiring Company is EEX with a fully paid up share in a nominal amount of EUR 25,000.00.
- (C) The Transferring Company operates an electronic exchange for energy and other products in Leipzig. Among other things, the business operations of the Transferring Company include the spot trading of electricity, i.e., the short-term trading of electricity for physical delivery on the same day (Intraday Spot Trading) or on the following day. From an organisational perspective, the business area of spot trading of electricity is structured as a separate business division within the Transferring Company.
- (D) The Transferring Company intends to carve out and transfer the business area of spot trading of electricity by way of the spin-off for acquisition according to Sec. 123 para. 3 no. 1 of the German Reorganisation Act (*Umwandlungsgesetz*) to the Acquiring Company. The goal is the establishment of an independent enterprise for spot trading of electricity.

Now therefore, the parties agree the following:

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1 Spin-off

The Transferring Company hereby transfers the business area of spot trading of electricity described in detail under clause 6 below, with all the assets and equity/liabilities (hereinafter referred to as "**Business Area Spot Trading/Electricity**") as a whole pursuant to Sec. 123 para. 3 no. 1 of the German Reorganisation Act to the Acquiring Company in return for the granting of a share in the Acquiring Company (Spin-off for Acquisition). The Acquiring Company accepts this transfer.

2 Final Balance

- 2.1** The spin-off is based on the annual accounts of the Transferring Company as of 31 December 2006, which have been approved and furnished with the unlimited audit certificate of PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Berlin branch, dated 12 March 2007, as the final balance (hereinafter "**Final Balance**"), which is attached to this Agreement as **Annex 2.1**.
- 2.2** The Acquiring Company acquires the Business Area Spot Trading/Electricity of the Transferring Company on the basis of its book values, as are shown in the Final Balance of the Transferring Company, and maintains these values.

3 Spin-off Effective Date

- 3.1** The acquisition of the Business Area Spot Trading/Electricity by the Acquiring Company shall take place on an internal basis between the Transferring Company and the Acquiring Company with effect as of 1 January 2007, 0.00 hours (spin-off effective date within the meaning of Sec. 126 para. 1 no. 6 German Reorganisation Act; hereinafter "**Spin-off Effective Date**"). From this point in time onward, all the actions and transactions in connection with the Business Area Spot Trading/Electricity shall be deemed as having been carried out for the Acquiring Company.
- 3.2** The transfer effective date for tax purposes within the meaning of Sec. 20 para. 6 sentences 1 and 2 of the German Reorganisation Act shall be 31 December 2006, 24.00 hours.

4 Consideration

- 4.1** As consideration for the transfer of the Business Area Spot Trading/Electricity, the Acquiring Company shall grant the Transferring Company a share in the Acquiring Company amounting to EUR 975,000.00. For this purpose, the share capital of the Acquiring Company will be increased from presently EUR 25,000.00 by EUR 975,000.00 to EUR 1,000,000.00.
- 4.2** The contribution will be rendered by the transfer of the Business Area Spot Trading/Electricity. The total value for which the contribution in kind contributed by the Transferring Company is accepted by the Acquiring Company corresponds with the commercial-law book value of the transferred assets as of Spin-off Effective Date, as is shown on the spin-off balance sheet.

- 4.3** The new share shall be granted to the Transferring Company free and clear of encumbrances and third party rights and shall participate in the profits of the Acquiring Company as of Spin-off Effective Date.

5 No Special Rights and Benefits

- 5.1** No special rights within the meaning of Sec. 126 para. 1 no. 7 German Reorganisation Act will be granted by the Acquiring Company in connection with the spin-off and are also not envisaged.
- 5.2** No special benefits within the meaning of Sec. 126 para. 1 no. 8 German Reorganisation Act will be granted to either the members of a representational or supervisory body of the participating companies or a statutory auditor or an auditor of the spin-off.

6 Description of Assets

- 6.1** The Transferring Company transfers all the assets and equity/liabilities of the Business Area Spot Trading/Electricity. The items of the assets and equity/liabilities which can be capitalised are listed on the spin-off balance sheet attached as **Annex 6.1** to this Spin-off Agreement.
- 6.2** The Transferring Company transfers all the asset items which are directly and indirectly attributable to the Business Area Spot Trading/Electricity from a legal or economic perspective irrespective of whether or not they can be capitalised, in particular:
- 6.2.1** Components of the Fixed Assets (*Anlagevermögen*) attributable to the Business Area Spot Trading/Electricity, in particular all the office equipment which is located in the premises leased by EEX on the 3rd floor, Neumarkt 9-19, 04109 Leipzig, and which is attributable to the Business Area Spot Trading/Electricity, as well as the hardware pursuant to **Annex 6.2.1**;
 - 6.2.2** Intangible Assets (*immaterielle Vermögensgegenstände*) attributable to the Business Area Spot Trading/Electricity – with the exception of any trademark rights which shall all remain with the Transferring Company –, in particular the software listed in **Annex 6.2.2**, the business and trade secrets as well as know-how attributable to the Business Area Spot Trading/Electricity, and goodwill in an amount of EUR 2.573.452,34;
 - 6.2.3** all the books, business documents, customer lists and customer files, selling aids and literature attributable to the Business Area Spot Trading/Electricity and all other documentation which relates to the Business Area Spot Trading/Electricity;
 - 6.2.4** all public-law concessions, permits, licenses and proprietary rights relating to the Business Area Spot Trading/Electricity which have been applied for and are able to be transferred;
 - 6.2.5** all receivables, rights and claims vis-à-vis third parties attributable to the Business Area Spot Trading/Electricity, in particular, the trade accounts receivable on balance sheet effective date (31 December 2006) listed in **Annex 6.2.5**;

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- 6.2.6** a share in the cash balance as of Spin-off Effective Date in an amount of EUR 2,969,999.91.
- 6.3** The Acquiring Company acquires all the liabilities vis-à-vis third parties attributable to the Business Area Spot Trading/Electricity in particular those listed in **Annex 6.3** such as for example, trade accounts payable on balance sheet effective date (31 December 2006), accounts payable from system operations, as well as all liabilities directly or indirectly attributable to the Business Area Spot Trading/Electricity from a legal or economic perspective, present or future, known or unknown, irrespective of whether or not these are able to be capitalised, including existing pension commitments.
- 6.4** Furthermore, the Acquiring Company acquires all the contractual relationships which were concluded in the name of the Transferring Company for purposes of the Business Area Spot Trading/Electricity and the associated claims and liabilities as well as the rights and obligations under these agreements together with the associated documents, cf. **Annex 6.4**.
- 6.5** All the employment agreements of the employees of the Business Area Spot Trading/Electricity, in particular the employees listed in **Annex 6.5**, shall transfer with all the rights and obligations to the Acquiring Company pursuant to Sec. 324 German Reorganisation Act in conjunction with Sec. 613a German Civil Code (BGB). At the same time, all the contracts of the Transferring Company which were concluded with third parties in favour of the transferring employees or which relate to these employees shall also transfer to the Acquiring Company.
- 6.6** To the extent that new client relationships, accounts payable or accounts receivable occur during the period after the Spin-off Effective Date up to the spin-off becoming effective, these shall be attributed to the company in whose interest the client relationships have been entered into or accounts payable or accounts receivable have occurred, i.e. the Acquiring Company if these are attributable to the Business Area Spot Trading/Electricity and otherwise the Transferring Company.
- 6.7** As a precaution, the Transferring Company transfers individually, by way of singular succession, such assets, accounts payable and accounts receivable which are attributable to the Business Area Spot Trading/Electricity and which, irrespective of for what reason, do not transfer to the Acquiring Company by virtue of law. The Acquiring Company accepts the transfer. The Transferring Company and the Acquiring Company agree that possession of the transferred assets shall pass to the Acquiring Company. To the extent that the assets are not in the direct possession of the Transferring Company, the Transferring Company assigns its claims to surrender of the assets to the Acquiring Company. The Acquiring Company accepts the assignment. The precautionary transfer of the aforementioned assets and liabilities takes place on an internal basis as of Spin-off Effective Date. The transfer shall become effective together with the envisaged spin-off. To the extent that the transfer is unable to be achieved, on an internal basis, the Transferring Company and the Acquiring Company shall put each other in such a position as they would have been in if the consent to the transfer had been duly granted.
- 6.8** To the extent that individual assets, accounts payable or accounts receivable are not expressly named in this Spin-off Agreement and/or are not included in this Spin-off Agreement, these shall be transferred to the Acquiring Company insofar as they are

attributable to or have been earmarked to support the Business Area Spot Trading/Electricity and their transfer by way of the spin-off is not expressly excluded in this Spin-off Agreement.

- 6.9** To the extent that an allocation by way of interpretation is not possible, the respective non-attributable assets and liabilities, including the employment agreements, shall remain with the Transferring Company.

7 Consequences for the Employees and their Representatives

- 7.1** The Business Area Spot Trading/Electricity shall pass to the Acquiring Company upon registration of the spin-off in the register at the seat of the Transferring Company (Sec. 131 para. 1 no. 1 German Reorganisation Act).
- 7.2** As a consequence of the spin-off, the Acquiring Company, which up to the present is without employees, shall enter into the rights and obligations under the employment agreements existing at the point in time of the spin-off becoming effective and which are attributable to the Business Area Spot Trading/Electricity (Sec. 613a para. 1 sentence 1 German Civil Code, Sec. 324 German Reorganisation Act), insofar as the employees concerned do not exercise their objection right. Otherwise their employment agreements shall remain with the Transferring Company also after the spin-off becomes effective. The employees of the Transferring Company will be informed about the spin-off pursuant to Sec. 324 German Reorganisation Act, Sec. 613a para. 5 German Civil Code in written form and will be informed about their objection right according to Sec. 613a para. 6 German Civil Code.
- 7.3** Neither the Transferring Company nor the Acquiring Company are members of an employer's association which concludes collective bargaining agreements. Neither of the companies has concluded company collective bargaining agreements. Therefore, there is no commitment to collective bargaining agreements, either before or after the spin-off.
- 7.4** There is no works council at either the Transferring Company or the Acquiring Company.
- 7.5** The Transferring Company has a supervisory board of which no employee representatives are members. There will be no changes brought about by the spin-off.
- 7.6** There are presently no further definite measures planned in connection with the spin-off.

8 Liability and Indemnification

Notwithstanding the joint and several liability under Sec. 133 para. 1 sentence 1 of the German Reorganisation Act, on an internal basis the Transferring Company and the Acquiring Company agree the following:

- 8.1** The Acquiring Company is liable for all the items forming the spin-off. On an internal basis, the Acquiring Company indemnifies the Transferring Company against any and all the obligations and liabilities resulting from the Business Area Spot Trading/Electricity, irrespective of whether conditional or unconditional, due or future, which are enforced vis-à-vis the Transferring Company. The Transferring Company

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may only enforce its indemnification claims against the Acquiring Company within a period of six months after the liabilities have been enforced vis-à-vis the Transferring Company, otherwise its aforementioned indemnification claims are forfeited.

- 8.2** The Transferring Company is liable for all its other obligations and liabilities with the exception of the items forming the spin-off. On an internal basis, the Transferring Company indemnifies the Acquiring Company and its legal successors against all the other obligations and liabilities of the Transferring Company, irrespective of whether conditional or unconditional, due or future, with the exception of the obligations and liabilities resulting from the Business Area Spot Trading/Electricity, irrespective of whether conditional or unconditional, due or future, which are enforced vis-à-vis the Acquiring Company. The Acquiring Company may only enforce its indemnification claims against the Transferring Company within a period of six months after the liabilities have been enforced vis-à-vis the Acquiring Company, otherwise its aforementioned indemnification claims are forfeited.

9 Costs and Taxes

- 9.1** The costs of this Agreement and its execution shall be borne by the Acquiring Company.

- 9.2** Any transaction taxes shall also be borne by the Acquiring Company.

10 Final Provisions

- 10.1** Should individual provisions of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a provision which is valid and enforceable and which comes closest to the economic aim and purpose of the invalid and/or unenforceable provision. The same shall apply in the event of any gaps in the provisions requiring correction.

- 10.2** The participating companies do not own any real estate.

11 Components of the Agreement

The Annexes to this Agreement are inseparable components of this Agreement.

ANNEX 2.1

Final Balance of EEX AG as of 31.12.2006

See Annex 2.1 to the enclosed German original version of this Spin-Off Agreement.

ANNEX 6.1

Spin-off Balance Sheet

Account	Description	Opening Balance Total Value	of this Spot Trading/Electricity
0100 0	Concessions, proprietary rights	1,00	0,00
0135 0	IT software	53.646,00	4.471,20
0150 0	Goodwill	8.873.973,60	2.573.452,34
0500 0	Fixtures and Fittings	367.357,00	777,00
0650 0	Office equipment	56.493,00	4.868,00
0680 0	Buildings and improvements on third party property	75.529,00	0,00
0800 0	Shares in affiliated companies	13.000.000,00	0,00
1200 0	Trade accounts receivable	1.076.656,95	407.937,57
1260 0	Receivables from affiliates	1.341.747,16	0,00
1261 0	Receivables from affiliates	1.178.657,72	0,00
1331 0	Receivables from shareholders	42.750,00	0,00
1345 0	Receivables from personnel	200,00	0,00
1434 0	Input tax deductible next year	234.195,13	98.092,85
1451 0	Receivables from tax office	310.513,02	0,00
1505 0	Own shares	1.760.575,60	0,00
1600 0	Cash	56,92	0,00
1810 0	Sachsen LB ¹ Account 4357	3.619.055,21	0,00
1820 0	Sachsen LB Account 4374	250.133,94	0,00
1831 0	Sachsen LB time deposit	6.000.000,00	0,00
	Sachsen LB new account	0,00	2.969.999,91
1900 0	Prepayments and accrued income	<u>73.401,41</u>	<u>0,00</u>
		38.314.942,66	6.059.598,87
2900 0	Subscribed capital	40.050.000,00	975.000,00
2925 0	Capital reserves	10.000.000,00	4.000.000,00
2940 0	Reserves for own shares	1.760.575,60	0,00
2979 0	Balance sheet deficit	-18.407.358,13	0,00
3070 0	Other reserves	2.597.541,16	375.514,06
3095 0	Reserves for financial statement/audit	24.000,00	0,00
3300 0	Trade accounts due	2.179.645,90	709.084,81
3400 0	Accounts due to affiliated companies	8.925,00	0,00
3730 0	Accounts due for income/church tax	29.708,23	0,00
3740 0	Accounts due social security	1.176,90	0,00
3760 0	Accounts due withheld amounts	46.728,00	0,00
3900 0	Accruals and deferred income	<u>24.000,00</u>	<u>0,00</u>
		38.314.942,66	6.059.598,87

¹ Sachsen Landesbank

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ANNEX 6.2.1

Fixed Assets being Transferred

1 Office Equipment

1.1 Furniture

- 1 Samsung LCD television set LE-40M61B
- 6 Desks
- 2 Filing cabinets for suspension files
- 4 Cupboards
- 6 Swivel chairs

1.2 Hardware

- 2 Kyocera Laser FS-3750/N32
- 1 Kyocera Laser FS-C5020N

ANNEX 6.2.2

Software/IT

5 Licenses for Adobe Acrobat 8.0 PRO WIN dt.

5 Licenses for the mail server

5 Licenses for MS Office 2003 PRO DSP dt.

16 Licenses for Zetafax Software

ANNEX 6.2.5

Accounts Receivable

1 Input tax deductible next year

Value added tax (VAT) from purchase invoices which was accounted for as expenses in 2006 but where input tax cannot be claimed from the tax office until 2007 (EUR 98.092,85)

2 Trade Accounts Receivable

Account	Invoice No.	Opening Balance Total Value	of this Spot Trading/Electricity
10120 0	2006021394	1.627,21	1.627,21
10212 0	2006021398	1.305,40	1.305,40
10213 0	2006021397	646,98	646,98
10218 0	2006021378	23,20	
	2007021597	893,59	
10219 0	2006021369	951,20	
	2007021567	23.620,50	
10310 0	2006021406	5.129,45	5.129,45
10312 0	2007021594	9.193,50	
10410 0	2006021409	2.139,97	2.139,97
10414 0	2006021410	18.325,71	18.325,71
	2007021572	16.726,01	
10415 0	2006021414	2.159,22	2.159,22
10511 0	2006021374	1.092,66	
	2006021431	1.411,57	1.411,57
	2007021580	257,39	
10512 0	2006021373	3.198,40	
	2006021428	16.424,60	16.424,60
	2007021579	51.064,67	
	2007021695	378,28	378,28
10516 0	2006021423	1.357,24	1.357,24
10517 0	2006021439	1.579,96	1.579,96
10518 0	2006021433	9.479,95	9.479,95
	2007021581	17.052,69	
	2007021697	492,61	492,61
10521 0	2006021427	39,46	39,46
10522 0	2006021422	885,78	885,78
10531 0	2006021417	37,11	37,11
10536 0	2006021435	1.444,18	1.444,18
10550 0	2006020241	1.552,66	
	2006021375	58,00	

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	2006021432	955,73	955,73
	2007021696	227,39	227,39
10553 0	2006021424	10.096,28	10.096,28
	2007021694	7,02	7,02
10716 0	2006021443	530,87	530,87
	2007021589	1.446,97	
10720 0	2006021444	4.449,32	4.449,32
	2007021590	741,94	
	2007021699	42,14	42,14
10813 0	2006021445	0,58	0,58
11110 0	2006021456	2.915,53	2.915,53
	2007021596	1.499,88	
	2007021703	10,44	10,44
11111 0	2006021455	88,61	88,61
11112 0	2006021453	594,58	594,58
11230 0	2006021460	33,59	33,59
11312 0	2006021465	3.045,16	3.045,16
	2007021601	214,43	
	2007021704	53,65	53,65
11314 0	2006021418	6.032,56	6.032,56
11410 0	2007021602	1.993,84	
11510 0	2006021474	1.444,14	1.444,14
11520 0	2006021473	336,76	336,76
11613 0	2006021475	3.652,21	3.652,21
	2007021605	456,75	
11614 0	2006021477	1.940,47	1.940,47
	2007021606	4.423,08	
11814 0	2006021480	335,59	335,59
11820 0	2006021481	57.996,16	57.996,16
	2007021510	88,16	
	2007021608	-79.494,26	
	2007021708	1.669,59	1.669,59
11909 0	2006021383	58,00	
	2006021501	3.387,72	3.387,72
	2007021617	5.546,40	
	2007021716	12,54	12,54
11913 0	2006021500	1.400,80	1.400,80
11920 0	2006021429	2.478,32	2.478,32
11940 0	2006021482	138,35	138,35
12113 0	2006021493	331,31	331,31
12115 0	2006021498	731,60	731,60
12116 0	2006021507	2.133,04	2.133,04
12117 0	2006021496	157,97	157,97
12118 0	2006021490	1.976,36	1.976,36
	2007021712	5,22	5,22
12119 0	2006021495	336,41	336,41
12121 0	2006021483	1.391,73	1.391,73
	2007021709	59,79	59,79

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12150 0	2006021485	10.535,25	10.535,25
	2007021609	1.018,95	
	2007021711	326,49	326,49
12157 0	2006021469	136,33	136,33
12158 0	2006021488	609,49	609,49
12160 0	2006021494	2.519,30	2.519,30
	2007021614	3.645,80	
	2007021714	90,32	90,32
12161 0	2006021497	141,85	141,85
12163 0	2006021492	538,90	538,90
	2007021713	0,52	0,52
12170 0	2006021489	1.450,32	1.450,32
	2007021612	479,40	
12180 0	2006021499	3.982,34	3.982,34
	2007021615	4.011,39	
	2007021715	787,48	787,48
12210 0	2006021502	1.873,46	1.873,46
	2007021618	3.056,97	
12416 0	2006021505	24.255,26	24.255,26
	2007021620	20.329,73	
	2007021718	564,32	564,32
15112 0	2006021390	4.897,03	4.897,03
	2007021687	619,65	619,65
15114 0	2006021392	107,98	107,98
15115 0	2007021512	75,00	
	2007021573	29.681,68	
15116 0	2006021395	4.842,27	4.842,27
	2007021688	28,80	28,80
15119 0	2006021391	652,83	652,83
	2007021565	1.173,00	
15120 0	2006021393	710,38	710,38
15121 0	2006021450	1.376,05	1.376,05
15211 0	2006021399	5.245,60	5.245,60
	2007021690	8,01	8,01
15212 0	2007021568	603,68	
15213 0	2006021396	5.836,66	5.836,66
	2007021566	32.060,26	
	2007021689	18,30	18,30
15214 0	2006021401	3.449,58	3.449,58
	2007021569	13.032,98	
15215 0	2006021400	54,44	54,44
15240 0	2006021402	4.886,59	4.886,59
15312 0	2006021403	266,40	266,40
15313 0	2006021404	1.015,06	1.015,06
15315 0	2006021407	1.619,94	1.619,94
15317 0	2006021405	1.177,77	1.177,77
	2007021571	4.194,45	
15318 0	2007021570	1.097,40	

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15411 0	2006021411	647,51	647,51
15412 0	2006021412	1.148,44	1.148,44
	2007021575	1.496,40	
15413 0	2007021574	-8.843,10	
15414 0	2006021413	2.317,73	2.317,73
	2007021576	2.052,30	
	2007021691	30,63	30,63
15417 0	2006021408	1.308,74	1.308,74
15512 0	2006021371	2.100,00	
	2006021425	12.189,30	12.189,30
	2007021578	4.094,63	
15514 0	2006021471	1.912,90	1.912,90
	2007021603	2.378,40	
	2007021706	82,89	82,89
15515 0	2006021416	28.586,65	28.586,65
	2007021577	48.721,42	
	2007021692	528,94	528,94
15516 0	2006021370	2.387,83	
	2006021421	9.028,91	9.028,91
	2007021693	79,20	79,20
15517 0	2006021441	1.275,40	1.275,40
	2007021586	14.441,20	
15518 0	2006021420	815,31	815,31
15519 0	2006021437	7.328,10	7.328,10
	2007021585	4.659,90	
	2007021698	130,23	130,23
15520 0	2007021582	396,00	
15521 0	2006021438	275,98	275,98
15522 0	2006021419	3.738,00	3.738,00
15526 0	2006021430	1.094,36	1.094,36
	2006021436	202,28	202,28
	2007021584	1.473,54	
15527 0	2006021434	3.240,31	3.240,31
	2007021583	107,95	
15530 0	2006021415	725,75	725,75
15532 0	2006021372	50,00	
	2006021426	563,03	563,03
15610 0	2007021587	8.100,98	
15720 0	2007021588	1.641,27	
15730 0	2007021591	23.898,54	
15812 0	2006021377	340,00	
	2006021446	1.059,53	1.059,53
	2007021592	1.401,60	
	2007021700	22,05	22,05
15911 0	2006021447	357,83	357,83
15912 0	2006021448	2.963,27	2.963,27
	2007021593	4.151,09	
15913 0	2006021449	482,04	482,04

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16020 0	2006020259	75,07	
	2006021451	3.167,54	3.167,54
16030 0	2007021595	45.645,30	
16110 0	2006021454	5.489,77	5.489,77
	2007021702	367,85	367,85
16111 0	2006021458	391,05	391,05
16120 0	2006021452	68,71	68,71
	2007021701	7,40	7,40
16130 0	2006021457	355,84	355,84
16210 0	2006021462	130,52	130,52
16220 0	2006021459	453,01	453,01
16221 0	2006021379	78,67	
16221 0	2006021476	27,25	27,25
16240 0	2006021461	1.299,73	1.299,73
16312 0	2007021600	3.029,67	
16313 0	2006021463	4.016,24	4.016,24
	2007021599	4.829,98	
16314 0	2007021598	637,50	
16315 0	2006021464	1,20	1,20
16411 0	2006021479	2.067,27	2.067,27
	2007021607	9.105,24	
16412 0	2006021467	571,36	571,36
16414 0	2006021466	4.327,21	4.327,21
16416 0	2006021468	2.910,53	2.910,53
	2007021705	42,21	42,21
16511 0	2006021472	11.117,66	11.117,66
	2007021604	21.152,26	
16512 0	2006021470	508,16	508,16
16813 0	2006021380	70,00	
	2006021478	9.995,54	9.995,54
	2007021707	7,65	7,65
16910 0	2006021484	611,03	611,03
	2007021710	37,62	37,62
16912 0	2006021486	3.049,24	3.049,24
	2007021513	525,00	
	2007021610	94.382,21	
16916 0	2006021487	1.308,84	1.308,84
16919 0	2007021514	600,00	
	2007021616	23.887,38	
17010 0	2007021611	6.905,72	
17111 0	2006021491	2.717,45	2.717,45
	2007021613	2.801,75	
17211 0	2006021503	1.510,68	1.510,68
	2007021717	92,25	92,25
17213 0	2006021504	1.117,91	1.117,91
17312 0	2007021511	76,00	
	2007021619	34.483,98	
17411 0	2006021506	2.680,55	2.680,55

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	2007021719	93,06	93,06
		943.622,85	403.166,82
20100 0	2005-50331	580,00	
20200 0	2006-50576	928,00	
	2006-50579	580,00	
20219 0	2006019818	508,08	
20400 0	2005-50160	464,00	
20500 0	2005-50444	1.117,02	
20512 0	2007021527	34,80	34,80
20518 0	2006-50630	2.784,00	
20550 0	2006-80391	-4.524,00	
	2006-50474	-928,00	
20600 0	2006-50326	754,00	
21200 0	2006-50021	928,00	
21300 0	2006-50539	928,00	
	2006-50543	580,00	
	2006-50574	928,00	
	2006-50575	928,00	
	2006-50577	580,00	
21600 0	2006-50629	25.404,00	
21800 0	2006-50632	9.048,00	
21820 0	2007021530	40,42	40,42
	2006-50478	928,00	
	2006-50479	928,00	
21909 0	2006-168	482,56	
21940 0	2006-50120	580,00	
	2006-50133	928,00	
22118 0	2005-50314	928,00	
22150 0	2007021531	253,41	253,41
22180 0	22138	9.433,85	
	2006-50528	928,00	
22400 0	2006-50609	-928,00	
	2006-50626	3.944,00	
22416 0	2006-50354	580,00	
	2006-50358	928,00	
25100 0	2006-50605	249,83	
25112 0	2007021519	631,04	631,04
25116 0	2007021521	1.315,68	1.315,68
25120 0	2007021520	355,67	355,67
25211 0	2007021522	382,85	382,85
25300 0	2006-50624	1.160,00	
25316 0	2006-50484	4.524,00	
25317 0	2006-50602	580,00	
25318 0	2006-171	2.416,28	
25417 0	2007021523	169,65	169,65
25512 0	2006-50578	580,00	
25515 0	2007021525	883,75	883,75
	2006-50223	580,00	

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25516 0	2007021526	338,97	338,97
25520 0	2006019832	-740,40	
25530 0	2007021524	245,63	245,63
25911 0	2006-50332	6.380,00	
25912 0	2006-50369	580,00	
	2006-50377	928,00	
25914 0	2006-50606	2.958,00	
26313 0	2006-50441	1.195,13	
26416 0	2007021528	116,81	116,81
26511 0	2006-169	482,56	
26611 0	2006-50393	580,00	
	2006-80427	1.950,00	
26813 0	2007021529	2,07	2,07
26917 0	2006-50109	-928,00	
27312 0	2006-50452	597,56	
		90.091,22	4.770,75
		1.033.714,07	407.937,57

ANNEX 6.3

Accounts Payable

1 Trade Accounts Payable

Account	Invoice No.	Opening Balance Total Value	of this Spot Trading/Electricity
70112 0	22140	39,90	
70116 0	22067	108,99	
70117 0	22091	1.446,38	
	22135	1.449,86	
	22174	893,32	
70420 0	22163	1.048.060,00	397.300,00
	22164	245.688,00	116.116,00
	22165	119.712,00	100.920,00
	22166	29.482,92	29.482,92
	22168	-2.088,00	-2.088,00
	22169	254.971,40	67.353,89
70510 0	22130	143,90	
70517 0	22180	637,55	
70525 0	22055	46.400,00	
70581 0	2006-50627	3.761,12	
70700 0	22111	880,70	
70800 0	221	301,20	
	230	-480,00	
	21954	0,18	
	21979	-7,56	
	22069	375,00	
	22072	939,80	
	22081	1.357,00	
	22116	682,50	
	22130	90,00	
70810 0	22176	15,94	
70820 0	22104	710,18	
	22105	339,87	
	22106	222,69	
	22107	140,39	
	22108	24,95	
	22109	38,00	
70900 0	21684	599,00	
70912 0	22074	8,00	
	22075	61,89	
70918 0	22144	722,11	
71140 0	22131	48,09	

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71201 0	0	-5.030,22	
	20087	1.599,02	
	20122	3.431,20	
	22136	1.319,10	
71220 0	22139	110,20	
71300 0	22162	583,59	
71312 0	22179	735,82	
71350 0	22126	2.900,00	
71520 0	22046	367,27	
	22065	53,00	
71610 0	22079	67.777,35	
71620 0	0	220,40	
	21793	488,36	
71630 0	22170	78,27	
	22171	248,01	
	22172	693,45	
	22173	487,65	
71912 2	22142	371,20	
72021 0	22175	80,00	
72213 0	21001	-7.239,03	
72220 0	22096	9,49	
	22097	22,54	
	22098	10,39	
	22099	20,00	
	22100	237,55	
	22148	209,09	
	22149	80,70	
	22150	134,39	
	22152	90,00	
	22153	15,00	
	22154	255,00	
	22155	886,64	
	22156	381,42	
	22158	27,00	
	22159	39,39	
	22160	185,35	
	22161	214,93	
72270 0	2006-50631	304.661,23	
72271 0	22147	819,10	
72300 0	22146	174,80	
72400 0	22118	104,95	
72419 0	22094	64,12	
72520 0	22087	6,00	
	22088	66,91	
72810 0	22143	935,12	
	Total	2.136.703,02	709.084,81

ANNEX 6.4

Contractual Agreements

None.

ANNEX 6.5

Employees

1. Anja Weiss
2. Thomas Drescher
3. Linda Windisch