MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of the 24th February, 2011, by and between

MORGAN STANLEY & CO. INTERNATIONAL PLC, with an office at 25 Cabot Square, Canary Wharf, London E14 4QA ("**Morgan Stanley**") and

Haya Energy Solutions SAS, with an office at 37, Rue des Merlettes, 78360 Montesson (France) ("**Consultant**").

WHEREAS, Morgan Stanley or its Affiliates may request that Consultant provides consultancy services for electricity and gas projects in France and Consultant desires to provide such Services.

THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the parties agree:

1. DEFINITIONS

(1.1) "Affiliate" means any entity that controls, is controlled by, or is under common control with Morgan Stanley (a Delaware corporation, 0923632). For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

(1.2) "Agreement" means this Master Services Agreement, any Task Orders, and any duly executed amendments thereto.

(1.3) "Associate" means any entity that controls, is controlled by, or is under common control of Consultant. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

(1.4) "Consulting Fee" means the consulting fee for Services as specified in the relevant Task Order.

(1.5) "Effective Date" means the earlier of (i) the date first stated above (or if no date is stated above the latest date upon which a party executed this Agreement) and (ii) the date on which Consultant first provided any services to Morgan Stanley.

(1.6) "Representatives" means Consultant's officers, directors, employees, agents and approved subcontractors (and their employees).

(1.7) "Services" means all services to be performed by Consultant under this Agreement.

(1.8) "Task Order" means each duly executed supplement to this Agreement, the form of which is attached hereto as Exhibit A.

2. SERVICES

(2.1) Services under Task Orders. Consultant or its Associate, as dictated by the applicable Task Order, will perform and deliver Services under Task Orders, in accordance with the milestones, delivery dates, specifications and requirements as set forth in such Task Orders. Any Associate named under any Task Order agrees to be bound by this Agreement as if the Associate were a party hereto. Morgan Stanley will have no obligation with respect to any draft Task Order unless and until it is executed by Morgan Stanley. If any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Task Order, the terms or conditions of such Task Order will control solely with respect to the Services covered under such Task Order.

(2.2) Task Orders by Affiliates. All Affiliates of Morgan Stanley may request Services and execute Task Orders under this Agreement. For purposes of such Task Orders, the Affiliate shall be considered Morgan Stanley as that term is used throughout this Agreement. Morgan Stanley and its other Affiliates will have no liability with respect to such Task Orders. Consultant will extend to interested Affiliates the same or better commercial terms for Services as are provided under any existing Task Order to any other Morgan Stanley Affiliate for such Services.

(2.3) Direction. Consultant will report to and receive direction only from such Morgan Stanley employees or officers as are listed in the applicable Task Order or as may be designated by such employees or officers.

(2.4) Consultant's Personnel. The Services will be performed only by Consultant's Representatives. Consultant may not assign or subcontract to another entity or person any of the Services to be performed hereunder without the express prior written consent of an officer of Morgan Stanley. Consultant shall ensure that all Consultant's Representatives adhere to the terms of this Agreement and any Task Order. Consultant will remain fully liable for the acts and omissions of its agents, assigns and subcontractors as if performed by Consultant.

(2.5) Reports. On a quarterly basis or more frequently as may be specified in a Task Order, Consultant will provide to Morgan Stanley a written report summarizing all work being performed by Consultant under this Agreement and detailing the total spend during the calendar year, progress and target completion dates for such work, and any other information reasonably requested by Morgan Stanley.

3. NON-DISCLOSURE

(3.1) Confidential Information. "**Morgan Stanley Confidential Information**" includes (i) all information related to the business of Morgan Stanley and any of its Affiliates, clients and other third parties, to which Consultant has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with providing the Services; (ii) all notes, analyses, studies or any other materials prepared by Consultant or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Article 3, and (iii) the terms and conditions of this Agreement. "**Consultant Confidential Information**" is defined as (i) all information related to the business of Haya Energy Solutions SAS and (ii) the terms and conditions of this Agreement. Morgan Stanley Confidential Information and Consultant Confidential Information are collectively referred to as "**Confidential Information**".

(3.2) Restrictions. The receiving party will keep the Confidential Information of the disclosing party confidential. The receiving party may disclose the Confidential Information to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Article 4 ("Non-Disclosure")) to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement.

(3.3) Exclusions. The receiving party will not be prohibited from using information that: (i) is obtained by the receiving party from the public domain without breach of this Agreement and independently of the receiving party's knowledge of any Confidential Information; (ii) was lawfully and demonstrably in the possession of the receiving party prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a third party independently of the receiving party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

(3.4) Legal Requirements or Request by Regulator. If Consultant is requested or required to disclose any of the disclosing party's Confidential Information by law, by a court of competent jurisdiction or by another appropriate regulatory body or the applicable rules of any exchange, regulatory, competent or listing authority or national securities association, the receiving party will, if its counsel determines such notice is permitted by law, provide prompt notice, where practicable, of such request or requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

(3.5) Security Event. In the event that Consultant learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, Consultant will immediately give notice of such event to its business unit contact at Morgan Stanley. Furthermore, in the event that Consultant has access to or acquires individually identifiable information in relation to this Agreement, the following shall apply: Consultant acknowledges that upon unauthorized acquisition of such individually identifiable information within Consultant custody or control, (a "**Security Event**"), the law may require that Consultant notify the individuals whose information was disclosed that a Security Event has occurred. Consultant must notify Morgan Stanley immediately if Consultant learns or has reason to believe a Security Event has occurred. Consultant agrees that it will not notify the individuals until Consultant first consults with Morgan Stanley and Morgan Stanley has had an opportunity to review any such notice.

(3.6) Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Alternatively, with the disclosing party's prior written consent, the receiving party may destroy such Confidential Information.

4. CONSULTING FEES

(4.1) Consulting Fees. No Consulting Fees will be due or owed with respect to any Services unless and until: (i) the parties execute a Task Order covering such Services, and (ii) Morgan Stanley receives an invoice under Section 4.4 ("Invoices") for the relevant Consulting Fees.

(4.2) Taxes. Morgan Stanley will be solely responsible for applicable sales or use tax, unless Morgan Stanley provides evidence of exemption. All Consulting Fees stated in any Task Order are deemed inclusive of all forms and types of taxes in all jurisdictions. In no event will Morgan Stanley owe any taxes attributable to Consultant's income.

(4.3) Expenses. Unless otherwise provided in the applicable Task Order, Morgan Stanley will not be liable to Consultant for any expenses paid or incurred by Consultant except by the prior written approval of Morgan Stanley. Any such expenses will be charged on a pass-through basis at Consultant's cost and Consultant will provide Morgan Stanley with documentation evidencing all approved expenses.

(4.4) Invoices. Consultant will provide Morgan Stanley with an itemized invoice for all Consulting Fees and approved expenses that become due hereunder. Each valid and undisputed invoice will be due and payable within fifteen (15) days after Morgan Stanley's receipt of such invoice, unless otherwise agreed in the relevant Task Order. All invoices for Services must be received by Morgan Stanley no later than thirty (30) days after the end of the calendar month in which such Services were performed. If Consultant does not invoice Morgan Stanley for any fees and expenses within ninety (90) days after the date of the provision of the Services or portion thereof, Consultant shall be deemed to have waived the right to be paid for such fees and expenses and Consultant may not subsequently submit to Morgan Stanley any invoices for such fees and expenses.

(4.5) Most Favored Customer. Consultant represents and warrants that the pricing terms of this Agreement and any Task Order hereunder are and will be comparable to or better than the pricing terms offered by Consultant to any of its commercial customers of equal or lesser size for comparable Services.

5. INDEPENDENT CONTRACTOR

(5.1) Independent Contractor. Consultant acknowledges that it is acting as an independent contractor, that Consultant is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between Morgan Stanley and Consultant or its Representatives. Consultant is not authorized to enter into contracts or agreements on behalf of Morgan Stanley or to otherwise create obligations of Morgan Stanley to third parties. Neither Consultant nor any of its Representatives are Morgan Stanley employees for any purpose, including for: (i) national, state or local tax, National Insurance, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the Morgan Stanley's employee benefit plans, incentive, compensation or other employee programs or policies (collectively, "**Benefit Plans**"). Consultant agrees that all such Representatives will be informed that they are employees solely of Consultant, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Consultant agrees that Consultant is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

(5.2) Waiver and Indemnification. In the event that (i) Consultant or any Consultant Representative claims that he/she acted as an employee of Morgan Stanley, (ii) any national, state or local government or administrative agency, or other regulatory or quasi-regulatory entity, or any court, determines that Consultant or any of its Representatives acted as an employee of Morgan Stanley in performing Services or (iii) Morgan Stanley incurs or is subject to any claims, liabilities, losses, cost or expense arising out of or relating to the employment or engagement or the termination of the employment or engagement of any of the Consultant's Representatives performing the Services, Consultant: (i) waives any and all claims that Consultant may have as a result of any such claim or determination and acknowledges that Consultant agreed to render Services under this Agreement with the understanding that Consultant or Consultant Representative does not have any right or entitlement to any benefits or compensation; and (ii) will indemnify and defend the Indemnified Parties (defined in Section 9.1) from and against any and all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages directly or indirectly caused by Consultant or third parties) and will reimburse such fees and expenses as they are incurred, arising out of or relating to such a claim or determination in accordance with Article 9.

6. TERM

(6.1) Term. This Agreement is effective as of the Effective Date and will continue until terminated in accordance with Article 7 ("Termination").

(6.2) Task Orders. The Services will commence on the date set forth in a Task Order and continue thereafter as set forth in such Task Order, unless otherwise terminated earlier in accordance with the terms of such Task Order or this Agreement.

7. TERMINATION

(7.1) Termination for Breach. If a party materially breaches this Agreement or any Task Order (the "**Defaulting Party**"), and (i) such breach is incapable of cure, or (ii) with respect to such breaches capable of cure, the Defaulting Party does not cure such breach within twenty (20) days after written notice of material breach, the non-defaulting party may terminate the relevant Task Order upon written notice to the Defaulting Party. Termination of a Task Order or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(7.2) Termination for Convenience. Morgan Stanley may terminate this Agreement (i) at any time upon ten (10) days written notice to Consultant or (ii) forthwith if the Consultant files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, consents to the filing of any petition against it under any such law, makes an assignment for the benefit of its creditors, or an officer of such party admits in writing its inability to pay its debts generally as they become due. Consultant will have the right to terminate this Agreement upon thirty (30) days prior written notice setting forth the effective date of termination at any time; provided, however, that such date will not be prior to Consultant's completion of all Services that Consultant will have agreed to perform including the completion of any outstanding Task Orders. Notwithstanding anything to the contrary in this Agreement or any Task Order, in the event of any termination under this Section 7.2, Morgan Stanley will only be liable to make any payments which are due hereunder to Consultant for work performed in accordance with the terms and conditions herein up to the date of such termination.

(7.3) Effect of Termination. Upon any termination or expiration of this Agreement or a Task Order, Consultant will: (i) repay all monies paid in advance in respect of the affected Services which have not been supplied; (ii) work with Morgan Stanley to ensure a smooth transition of Services to Morgan Stanley or a third party; and (iii) cease to use and return all documentation, data and any other materials provided by Morgan Stanley or created during the provision of the Services.

8. REPRESENTATIONS, WARRANTIES COVENANTS AND LIMITATION OF LIABILITY

(8.1) Performance.

(a) Consultant represents, warrants and covenants that all Services: (i) will be performed in accordance with Morgan Stanley's reasonable written instructions; (ii) will be performed to the best of Consultant's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; (iii) will be performed in accordance with any specifications and documentation set forth in the relevant Task Order; (iv) will be performed by persons who have employment authorization to perform the Services under this Agreement in accordance with applicable law; (v) will comply with all applicable laws, rules, regulations, orders of any governmental (including any regulatory or quasi-regulatory) agency.

(b) Consultant also represents, warrants and covenants that its entering into this Agreement and provision of the Services does not violate any other obligations it may have.

(c) Consultant represents warrants and covenants that there is no conflict of interest between Consultant's other employment, if any, or other obligations or contracts, if any, and the Services to be performed hereunder. Consultant shall advise Morgan Stanley if any conflict of interest arises in the future.

(8.2) Compliance With Laws. Consultant represents, warrants and covenants that:

(a) it is now in compliance with the laws of the United Kingdom as well as the laws of any other countries or jurisdictions that are applicable to the Services contemplated herein and will remain in compliance with all such laws for the duration of the Agreement;

(b) the provisions of this Agreement relating to the execution of the Agreement and the Services contemplated thereby, including the compensation of Consultant, are legal and binding under the laws and policies of the relevant jurisdictions, including, without limitation, the laws and regulations relating to taxation and exchange control;

(c) it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "**Government Officials**") or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business or securing any improper advantage;

(d) no part of the payments received by Consultant, directly or indirectly, from Morgan Stanley will be used for any purpose which would cause a violation of the Foreign Corrupt Practices Act (US) and the laws of the United Kingdom and France or any other applicable jurisdiction;

(e) neither Consultant nor any owner, partner, officer, director or employee of Consultant or of any affiliate company of Consultant is or will become a Government Official during the term of this Agreement; and

(f) it will keep accurate books and records in connection with its Services to be performed under this Agreement.

Consultant further agrees that (i) Morgan Stanley may disclose the terms of the Agreement, including Consultant's identity and the payment terms, to any third party who, in Morgan Stanley's judgment, has a legitimate need to know, including government agencies and (ii) Consultant shall notify Morgan Stanley immediately if any of the foregoing representations and warranties shall not be true and correct. Morgan Stanley may terminate this Agreement immediately upon written notice in the event that it concludes, in its sole opinion, that the Consultant has breached any representation or warranty in this Section 8.2 or that a breach is substantially likely to occur unless the Agreement is terminated.

(8.3) Disclaimer. Except as expressly set forth in the Agreement, neither Party makes any other warranty, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

(8.4) Limitation of Liability.

(a) EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY TO THE OTHER PARTY AND/OR THE OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FOR CLAIMS UNDER THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL FEES PAID TO THE CONSULTANT UNDER THE TASK ORDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH ANY CLAIM ARISES UNDER THIS AGREEMENT AND IF SUCH CLAIM ARISES IN THE FIRST TWELVE MONTHS FROM THE EFFECTIVE DATE, MORGAN STANLEY'S TOTAL AND CUMULATIVE LIABILITY SHALL BE THE REASONABLE ESTIMATE OF ANNUAL FEES PAYABLE IN THE FIRST TWELVE MONTHS OF THE RELEVANT TASK ORDER.

(b) NEITHER MORGAN STANLEY NOR CONSULTANT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NEITHER CONSULTANT NOR MORGAN STANLEY OR ITS AFFILIATES SHALL LIMIT OR EXCLUDE ITS LIABILITY FOR FRAUD, OR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

(d) NO LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WILL APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATING TO SECTION 5.2 ("WAIVER AND IDEMNIFICATION") AND SECTION 8.2 ("COMPLIANCE WITH LAWS") OF THIS AGREEMENT, OR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

9. INDEMNIFICATION

(9.1) Indemnification. In addition to Consultant's indemnification obligation under Section 5.2 Consultant, at its expense, will indemnify, defend and hold harmless Morgan Stanley and its Affiliates and any of their officers, directors, employees, agents, consultants and other representatives (collectively, the "**Indemnified Parties**") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Consultant or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to or connected with (i) the negligent or willful acts or omissions of the Consultant, its Representatives, agents, employees or subcontractors and (ii) any claim that the provision or utilization of any Services or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party and (iii) any breach or alleged breach of Section 8.2 or any confidentiality obligations under this Agreement by Consultant. Morgan Stanley will promptly notify Consultant of any such claim or action and will reasonably cooperate with Consultant in the defense of such claim or action, at Consultant's expense.

(9.2) Morgan Stanley's Right to Participate. Consultant will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that Morgan Stanley may in its sole discretion participate in the defense of any such claim or action at Morgan Stanley's expense. Without limiting the foregoing, Consultant may not, without Morgan Stanley's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Consultant fails to appoint an attorney within ten (10) days after Morgan Stanley has notified Consultant of any such claim or action, or after Consultant becomes aware of such claim or action, whichever is earlier, Morgan Stanley will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Consultant.

10. NO PUBLICITY

Consultant agrees not to disclose the identity of Morgan Stanley or its Affiliates or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Consultant or the existence or nature of this Agreement. Without limiting the generality of the foregoing, Consultant will not use, in advertising, publicity or otherwise, the name of Morgan Stanley or its Affiliates or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo or symbol of Morgan Stanley or its Affiliates.

11. INSURANCE

(11.1) Insurance Coverage. Consultant will, and will cause its approved subcontractors to, at their own cost and expense, obtain and maintain in full force and effect during the term of this Agreement insurance coverage that may be required by law.

12. GENERAL

(12.1) Notices. All notices given under Sections 3.4, 7, and 9 of this Agreement or where otherwise specified under this Agreement must be in writing, sent by certified mail (return receipt requested), overnight courier or personal delivery to (i) in the case of Consultant to the address set out in the recitals of this Agreement, and (ii) in the case of Morgan Stanley to the address set out in this Section 12.1 with a mandatory copy to the address designated in the relevant Task Order (if different), or to such other addresses as Consultant or Morgan Stanley may designate in writing.

Morgan Stanley & Co. International plc
Attention: Commodities Legal
20 Bank Street
Canary Wharf,
London, E14 4AD

Facsimile: +44 20 7056-1138

Subject to Section 12.5 ("No Waiver by Conduct"), other notices may be given via facsimile or e-mail.

(12.2) Remedies. Consultant acknowledges that a breach of Article 3 ("Non-Disclosure") of this Agreement may result in irreparable and continuing damage to Morgan Stanley for which monetary damages may not be sufficient, and agrees that Morgan Stanley will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

(12.3) Entire Agreement and Supremacy of Terms. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties and any standard terms and conditions of the Consultant are hereby waived by Consultant and expressly rejected by Morgan Stanley. To the extent that there are any conflicts between the terms hereunder and any other terms (not contained herein, in a Task Order or a duly executed amendment to either), including but not limited to any terms contained in any invoice, engagement letter or website (even if provided after the date hereof), the terms of this Agreement shall prevail and such additional terms are expressly rejected.

(12.4) Time of the Essence. Consultant acknowledges that time is of the essence with respect to Consultant's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, milestones and other requirements in any Task Order, is strictly required for Morgan Stanley in light of its schedules and commitments.

(12.5) No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Task Order will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

(12.6) Non-exclusivity. This Agreement with Consultant is non-exclusive and Morgan Stanley may in its sole discretion enter into arrangements with third parties to perform any Services. Consultant acknowledges that Morgan Stanley may be considering, and may in the future consider, business ideas, products and technologies similar to or the same as Consultant's. Nothing in this Agreement shall prevent Morgan Stanley from pursuing any such ideas or pursuing businesses similar to or related to Consultant's, either internally or through investments in or representation of third parties.

(12.7) Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

(12.8) Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including Articles/Sections 3 ("Non-Disclosure"), 5 ("Independent Contractor"), 7.3 ("Effect of Termination"), 8 ("Representations, Warranties, Covenants and Limitation of Liability"), 9 ("Indemnification"), 10 ("No Publicity"), and 12 ("General").

(12.9) Governing Law and Jurisdiction. This Agreement and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with English law. The parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, (including claims for set-off and counterclaim) which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Agreement or otherwise arising out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the English Courts.

(12.10) Force Majeure.

(a) Neither party shall be liable for any breach of its obligations under this Agreement or any Task Order resulting from causes beyond its reasonable control including, but not limited to, fires, strikes (excluding strikes by its own employees), insurrection or riots, embargoes or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (**"Event of Force Majeure"**).

(b) Each of the parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure.

(c) If the Event of Force Majeure shall continue for more than thirty (30) days Morgan Stanley shall be entitled to terminate the Agreement or the Task Order at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Agreement or he Task Order as a result of an Event of Force Majeure.

(12.11) Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement.

(12.12) Counterparts; Method of Amendment. This Agreement, each Task Order and any amendments thereto may be executed in multiple counterparts, each of which when executed shall constitute an original and all such originals when taken together shall constitute one and the same agreement binding on all parties thereto, notwithstanding that each of the undersigned is not a signatory to the same counterpart. Counterparts however will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities.

(12.13) Regulatory Oversight. Consultant acknowledges that regulators with jurisdiction over Morgan Stanley or its Affiliates (the "**Regulators**") shall have authority to examine Consultant and its provision of the Services, among others, to evaluate safety and soundness risks, financial and operational viability to fulfill contractual obligations, and compliance with other applicable laws, including generally the authority to examine Consultant's provision of Services to Morgan Stanley. In addition to the other termination rights contained in this Agreement and notwithstanding anything to the contrary in the Agreement or any Task Order, Consultant agrees that Morgan Stanley may, effective upon thirty (30) days prior written notice, terminate any or all of this Agreement or any Task Order without any penalty or termination fee in the event a Regulator requests termination.

(12.14) Third Party Rights. Save as expressly referred to in this Agreement, any party which is not a party to this Agreement shall not be entitled to any benefit from or to enforce any benefit under this Agreement under the Contracts (Rights of Third Parties) Act 1999 provided that any Morgan Stanley's Affiliates shall be entitled to benefit from and to enforce any benefit under this Agreement as if such benefit has been expressly granted to that Affiliate in accordance with the Contracts (Rights of Third Parties) Act 1999. The parties to this Agreement shall be entitled to rescind or vary this Agreement without the consent of any other Morgan Stanley Affiliate.

(12.15) Headings. The headings in this Agreement or any Task Order are for convenience only and do not form part of the operative provisions of this Agreement and shall not be taken into account in construing this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed by their duly authorized representatives.

MORGAN STANLEY & CO. INTERNATIONAL PLC

By:________________________________
Name: IRENE OTERO-NOVAS
Title: Authorised Signatory
Date: 24. february - 2011

Haya Energy Solutions SAS

By:________________________________
Name: ANTONIO HAYA SEGOVIA
Title: President
Date: 24 - February - 2011

EXHIBIT A
TASK ORDER

This Task Order dated 8th day of February, 2010 is entered into pursuant to and incorporates herein by reference the terms and conditions of the Master Services Agreement, entered into as of the 8th day of February, 2011 (the "Agreement"), by and between **Morgan Stanley & Co. International plc ("Morgan Stanley")** and **Haya Energy Solutions SAS ("Consultant")**.

Morgan Stanley and Haya Energy Solutions SAS are engaged in discussions in connection with [Poweo SA] regarding [*phase 1: Prométhee assets and the hedges relating to Poweo's 60% share in Poweo Production phase 2: call option on Poweo Production SA*] (the "**Transaction**").

Morgan Stanley and Consultant, pursuant to Morgan Stanley's discussions in respect of the Transaction, hereby agree as follows:

- Capitalized terms used by not defined in this Task Order shall have the meaning assigned to them in the Agreement.

1. **Description of services and deliverables**

Description of Services/Deliverables/Specification/Requirements/Service Levels	Deliverable Date
Phase I: Promethee Assets and power plant hedges • Dealing to provide an exclusive negotiation (MS – Poweo SA) (2 days FTE) • Advice during negotiations and assistance to obtain consent on an assignment of the Promethee agreement from EdF (5 days FTE) Phase II: Call Option on Poweo Production (To be define at the end of the Phase I) • Dealing to provide exclusivity negotiation (MS-Poweo) (X days FTE) • Open Negotiations with Verbund (X days FTE) • Advice during negotiations (X days FTE)	

2. **Consulting Fee and Payment Schedule**

Personnel:

Rate, which shall not exceed the lowest rate/pricing in place between Consultant and any Morgan Stanley entity: 2.400 €/day FTE + VAT
Hours worked by Consultant personnel will be agreed in writing by Morgan Stanley in advance. Consultant shall be paid for actual, documented time expended at the direction or request of Morgan Stanley to render Services.

Reasonable travel and accommodation expenses necessary to render the requested Services that are incurred by Consultant will be reimbursed by Morgan Stanley in addition to the Consulting Fee, provided Morgan Stanley has given its prior written consent to the expenses and such expenses are documented through the provision of an invoice appending all relevant receipts.

Success Fee(s)

1.1 Morgan Stanley shall pay to Consultant a Success Fee + VAT per Transaction which shall be paid 8 (eight) working days following the completion of a Transaction provided an undisputed and correctly submitted invoice is received by Morgan Stanley.

1.2 Consultant acknowledges that the Success Fee shall be calculated at 1.5% (one and a half per cent) of the Transactional Profit. Transactional Profit will be capped at 500000€.

1.3 Prior to Completion of the Transaction, Morgan Stanley shall in its sole opinion provide Consultant with an estimate of the Transactional Profit and any future re-estimate of the same which shall be for information purposes only.

"Transactional Profit" means for each Transaction, the amount calculated in good faith by *Morgan Stanley consistent with* Morgan Stanley's accepted accounting practices at the time Morgan Stanley and the third party enter into such Transaction equal to Morgan Stanley's estimate of its reasonable expectation of net income (i.e. profit after interest, tax, depreciation and amortisation) from such Transaction.

"Transaction" means any commercial opportunities involving a third party which have been identified by Consultant in providing Services to Morgan Stanley and which directly results in a commercial transaction between Morgan Stanley and the respective third party evidenced by a signed agreement.

Payments:

Save as may otherwise be agreed, Consultant shall each month invoice Morgan Stanley for its Consulting Fees payable under this Agreement and Morgan Stanley shall pay Consultant such fees by the 15th calendar day of the month after the month in which Consultant's invoice is rendered.

When a Success Fee is owed, such fees will be paid eight business days after execution of the relevant Transaction.

Manager: Irene Otero-Novas
Sr. Manager: [Charles Rankin
Cost Centre: [ ]
Start Date: [24th February 2011]
End Date: [ ]
Location: London, United Kingdom
MER #: [To be notified by Morgan Stanley]
Approved By: [Irene Otero-Novas]

3. **Term of Task Order:** [ ]

4. **Status Reports (Frequency):** Bi-weekly or on demand.

5. **Authorized Morgan Stanley Employees**
The above personnel will accept direction only from the following Morgan Stanley employees or officers, or such other Morgan Stanley personnel, as they designate:

[*please insert*]

6. **Special Conditions:**

a. Without prejudice to any other termination right Morgan Stanley may have under the Agreement, Morgan Stanley agrees that it will not terminate the Agreement, including this Task Order, pursuant to Section 7.2 (*Termination for convenience*) of the Agreement (other than in the case of Section 7.2 (ii) of the Agreement), for so long as Morgan Stanley and [shareholders of Poweo] remain in discussions concerning the Transaction. For the avoidance of doubt, Morgan Stanley may at its sole discretion and without giving any reason, terminate discussions with [shareholders of Poweo] in respect of the Transaction; and

b. In consideration of Morgan Stanley committing resources and incurring costs and expenses (including but not limited to your fees and expenses) in its assessment of the Transaction, Consultant hereby agrees that it and its Representatives shall exclusively act for Morgan Stanley in respect of the Transaction and Services, and further undertakes and agrees that it shall not, and that it shall procure that its Representatives shall not, either directly or indirectly (whether or not in conjunction with any third party):

    i. enter into or continue, facilitate or encourage, any discussions or negotiations with any other party relating to the Transaction; or

    ii. enter into any agreement or arrangement with any other party relating to the Transaction.

    The obligations (save any arising out of any accrued breach) contained in paragraph 6(b) of this Task Order shall cease to have effect on the expiry of the Agreement or, if earlier, upon our notifying you in writing that we wish to withdraw from discussions in respect of this Transaction.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives.

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: ________________

Name: IRENE OTERO-NOVAS

Title: Authorised Signatory

Date: 24. february. 2011

Haya Energy Solutions SAS

By: ________________

Name: ANTONIO HAYA SEGOVIA

Title: president

Date: 24. February. 2011