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Electricity Feed-In Contract

(intended for photovoltaic facilities with module output of up to 30 kilowatts, placed into service in 2005)

between

- henceforward called “Facility Operator”-

and

- henceforward called “Grid Operator” -

for feeding electrical energy into
Grid Operator’s low voltage network

§ 1
Object of the contract

This contract governs receipt of and compensation for electricity that Facility Operator produces in its electricity production facility in accordance with the Law Giving Priority to Renewable Sources of Energy (Renewable Energy Law, henceforward called "EEG"[1]) of 29 March 2000 (Federal Law Gazette I p. 305, 2000), most recently amended by the Law for New Legal Regulation of Renewable Energy in the Area of Electricity of 21 July 2004 (Federal Law Gazette I p. 1918 ff. of 7/31/2004) and feeds into Grid Operator's grid.

§ 2
Electricity production facility

Location of the electricity production facility:

Street address .....

Postal code, city: .....

Module output: ..... kW

The electricity production facility is installed as follows:

☐ The photovoltaic facility is mounted exclusively on a building or a noise abatement wall.

☐ The photovoltaic facility is not mounted on the roof or as the roof of a building and constitutes a significant component of the building. (facade facility)

☐ The photovoltaic facility is not mounted on a building or a noise abatement wall. (stand-alone facility or other facility)

(***please check that which applies***)

[1] Translator's note: Throughout this document, acronyms used refer to the German names for particular laws.

§ 3
Feed-In and connection

(1) Facility Operator has the right to feed all the electrical energy that is produced in its electricity production facility into Grid Operator's low voltage grid.

(2) Unless otherwise provided in § 5 (3), the input-side terminals of the building's main fuses shall serve as input and connection points for input of electrical energy from the electricity production facility and as property boundaries.

(3) Input of electrical energy occurs either in the form of three-phase current with a voltage of about 400 volts or in the form of alternating current with a voltage of about 230 volts. The rated frequency at the transfer site is about 50 hertz.

(4) Distribution of connection and grid expansion costs is based on § 13 of the EEG.

§ 4
Operation of the electricity production facility

(1) Planning, set up, connection, operation, maintenance and alteration of the electricity production facility must be done in accordance with Grid Operator's necessary technical requirements and the legal provisions as well as the generally recognized rules of technology. The relevant VDE [Association of German Electrical Engineers] provisions (DIN [German Industrial Standards]-VDE standards), especially DIN VDE 0100, in particular must hereby be adhered to. In order to guarantee safe separation of the facility from the grid in the case of a disruption, E DIN VDE 0126 may also be applied.

(2) Facility Operator shall give Grid Operator advance notice of planned changes to or expansions of its electricity production facility and, to the extent such measures could affect parallel operation, shall obtain Grid Operator's consent prior to implementation. Consent must be promptly given as long as there are no serious technical objections to the plan.

(3) In the case of shortcomings in the electricity production facility or in the way parallel operation is carried out that have deleterious effects on Grid Operator's grid or the facilities of third parties, Grid Operator has the right to disconnect the electricity production facility from the grid after giving advance notice to Facility Operator. If it is necessary to take immediate measures to avoid possible deleterious effects on Grid Operator's grid and resulting risks to the person or life of third parties or the risk of damage to the supply grid or compromised supply, Grid Operator is not obligated to give advance notice to Facility Operator of the disconnection of the production facility from the grid. In such cases an after-the-fact explanation is sufficient.

(4) Obligations arising from this contract do not apply if and as long as the parties to the contract are prevented from receiving or from feeding in or transmitting electrical energy by higher authorities or by other circumstances the elimination of which is financially impracticable for the parties. The obligation to receive and feed in or transmit electrical energy also does not apply if input must be stopped at Grid Operator's request during disruptions of operations or in order to carry out work necessary for operation or to avoid threatened grid failure or overloading if the grid or area of the grid is operating at the upper limit for EEG electricity at a given point in time. Paragraph 3 applies accordingly with regard to the obligation to give notice. Facility Operator shall inform Grid Operator immediately of disruptions to the electricity delivery systems or the electricity production facility.

§ 5
Measurement

(1) Facility Operator sets up, installs and maintains and owns the meter. The meter must comply with weights and measures regulations.

(2) A three-phase current or alternating current counter, in either case without return stop, may be used as a meter.

(3) If connection of the electricity production facility to the building's main terminals is associated with unusually high costs, the electricity production facility can also be connected to Facility Operator's building grid in accordance with § 4 paragraph 5 of the EEG. In such a case Facility Operator's own usage is calculated by adding the readings of the counter for input and the counter for electricity to the building.

(4) Each party to the contract can request monitoring of the meter by a weights and measures regulatory body or a state-recognized testing authority based on § 6 paragraph 2 of the weights and measures regulations. Testing is at the meter owner's expense if the deviation exceeds the legal operating error limits; otherwise it is at the requesting party's expense.

§ 6
Meter reading

Facility Operator will read the meter described in § 5 once a year on ..... and will inform Grid Operator of the result.

§ 7
Compensation and invoicing for energy fed in

From the time the facility is placed into operation onward, Grid Operator shall compensate Facility Operator for energy delivered at the transfer site with the minimum fee required by the EEG. This amount is, for a photovoltaic facility described under § 2

☐ that is mounted exclusively on a building or a noise abatement wall, **54.53 cents[2]/kWh** for module output up to and including 30 kW in accordance with § 11 paragraph 2 section 1 of the EEG.

☐ that is not mounted on the roof or as the roof of a building and constitutes a significant component of the building (facade facility), **59.53 cents/kWh** for module output up to and including 30 kW in accordance with § 11 paragraph 2 section 2 of the EEG.

☐ that is not mounted on a building or a noise abatement wall (stand-alone facility or other facility), **43.42 cents/kWh** in accordance with § 11 paragraph 1 of the EEG.

(***please check that which applies***)

(2) In addition to the above-mentioned compensation, Grid Operator shall pay Facility Operator the sales tax due on that amount if Facility Operator informs Grid Operator in writing that it is required to pay sales tax.

(3) Facility Operator reads the meter. The calendar year is the accounting year for compensation for input. Annual accounting is done at the end of each calendar year. Facility Operator shall send annual invoice to Grid Operator by February 28 of the following year.

(4) Grid Operator makes payments in equal monthly installments toward the expected amount of annual invoicing; these payments are calculated in such a way that the difference due upon annual invoicing is as small as possible.

(5) Installment payments that are too low or too high are to be made up for by means of the annual invoicing.

§ 8
Liability

Both parties to the contract are liable to one another in accordance with § 6 of the AVBEltV (General Conditions for Electricity Supply to Standard Customers).

[2] Translator's note: Amounts refer to the € (euro) currency.

§ 9
Start, duration and cancellation of contract

(1) This contract enters into force upon signing by both parties to the contract and has a term of 20 years plus the year of initial operation, that is, until..... .

(2) Facility Operator has the right to cancel the contract at the end of a calendar month with a notice period of one month. Both contract parties' right to extraordinary cancellation for an important reason is not hereby affected.

(3) Cancellation must be done in writing.

§ 10
Severability clause

If individual provisions of this contract are or become invalid or cannot be carried out for legal reasons without the goal and objective of the entire contract thereby becoming impossible to attain and without adherence to the contract becoming impracticable for one of the parties to the contract, the validity of the other provisions shall not be affected. In such a case the invalid or impracticable provision shall be replaced by another arrangement that fulfills the objective that was sought by means of the invalid or impracticable provisions and the economic goals of the contract and that satisfies the interests of the parties to the contract.

§ 11
Jurisdiction

Place of jurisdiction is ..... .
(In general Facility Operator's location will be entered here.)

§ 12
Concluding provisions

(1) Cancellation or alteration of or additions to this contract must be done in writing.

(2) Each party to the contract has the right to transfer the rights and duties arising from this contract to a legal successor with the consent of the other party to the contract. Consent shall be granted if there are no important reasons for objecting to the legal successor. For the purpose of section 1 companies associated in the sense of §§ 15 ff. of the Stock Corporation Law with one of the parties to the contract are not considered legal successors. In such cases consent is not required.

(3) The information needed to carry out the contractual relationship shall be processed and used by Grid Operator in compliance with the Federal Privacy Law. Information shall be passed on as necessary to the companies involved in executing the contract. This refers in particular to the information required for the adjustment provision in

accordance with § 14 of the EEG and to the transmission grid operator that precedes Grid Operator as the recipient of the information.

(4) The place in which payment obligations according to this contract are to be met is ..... .
(In general Facility Operator's location will be entered here.)

(5) This contract was drawn up in duplicate. After both parties have signed each party receives an original executed copy.

§ 13
List of exhibits

Exhibit: § 6 "Regulation on General Conditions for Electricity Supply to Standard Customers (AVBEltV)" in the version of 21 June 1979, Federal Law Gazette I 1979, 684.

....., dated ...., dated .....

(Grid Operator) (Facility Operator)