

Full Service Contract Premiumplus

(Contract for the
Inspection, Maintenance, Servicing, Repair, Remote Monitoring and Troubleshooting of Wind
Turbines, and Guarantee of Technical Availability)

between

PARC EOLIEN DE FRESNES-EN-SAULNOIS, S.A.S.

96 rue Nationale, 59000 Lille, France

– the Customer –

and

Deutsche Windtechnik X-Service GmbH

Heideweg 2-4, D-49086 Osnabrück

– Deutsche Windtechnik –

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1. Subject of Contract

1.1 The CUSTOMER operates at the location of

Country: France
 Region: Moselle
 District: Fresnes-en-Saulnois
 Park Name: Parc Eolien de Fresnes-en-Saulnois

5 wind turbines of the type N90, 100m hub height (referred to in the following as „**wind turbines**“); the wind turbines are described in more detail in **Annex 1** with location, serial numbers and date of initiation.

- 1.2 As of September 17, 2017 Deutsche Windtechnik shall assume for the said wind turbines, their components incl. tubular tower and the remote monitoring system their inspection and maintenance pursuant to Section 3, their servicing and repair, except in the case of damages from external cause – especially caused by force majeure or by outside interference by a Third Party - pursuant to Section 4 and their remote monitoring and troubleshooting pursuant to Section 5, and shall guarantee a high level of technical availability in accordance with the specifications of Section 6. Deutsche Windtechnik must document its work pursuant to Section 7 and inform the Customers accordingly.

Furthermore, the following recurring security checks are part of the scope of services without exchange.

Designation (FR)	Designation (EN)	Turnus
Installation électrique de l'éolienne	WTG electrical verification	12 mois
Installation électrique du poste de livraison	Substation electrical verification	12 mois
Palan	Onboard crane	12 mois
Points d'ancrage, échelles et EPI dans les éoliennes	Anchor points, ladder and ppe inside WTG (incl. Runners)	12 mois
Lift	Elevator check	6 mois
Équipement sous pression	pressure accumulator	40 mois
Fourniture de charges < 800 kgs, par éolienne	weight supply < 800kg	6 mois

Fourniture de charges > 800 kgs, par eolienne	weight supply > 800kg	12 mois
Extincteurs	Extinguishers	12 mois

1.3 Not included shall be inspection, maintenance, servicing and repair work to the plants and parts outside of the respective wind turbines itself. This exclusion especially relates to

a) the foundation (also with upper edge/coating and bolts in the foundation); as such, Deutsche Windtechnik will only perform a visual inspection for fractures and other irregularities and inform the Customer of such; and

b) grid connection from inlet (on the grid side) of the 20kV-SF6-switching station in the tower base (the transformer itself, however, is an item of inspection, maintenance, servicing and repair).

1.4 The following tasks shall also not be included in the duties of Deutsche Windtechnik:

- Replacement or general overhaul of working equipment, e.g. lifting gear, service-lift systems, involving safety at work in or at the wind turbines, unless damage of other technical repair is necessary;
- Access paths to and storage space at the wind turbines
- Cleaning of rotor blades, tower and other components.
- Any cosmetic repairs, especially to the tower and rotor blades
- Any work to subsequently installed components (e.g. CMS systems)

1.5 Improvements to the wind turbines shall likewise not be included in the duties of Deutsche Windtechnik. Deutsche Windtechnik shall continuously check improvements and shall propose any such re-fitting, retro-fitting and other improvements as it considers useful to the Customer.

1.6 Any works that are excluded from this contract will be offered according to **Annex 2**, or will be charged at market conditions after being separately ordered by the Customer.

2. Technical Report on Condition of Wind Turbines

The condition of the wind turbines was inspected before the start of the contract by an independent expert and is known to both parties. There is consensus that there are no defects according to the condition-based inspection of machine and tower and to the video endoscopy of the gear box which justify the exclusion of individual components or components. The condition-based inspection of the rotor blades shows defects. The defects themselves and resulting consequential damages are excluded from the range of services up to their disposal. With the elimination of the defects given in the list of defects (Annex 8), the rotor blades are a complete part of the scope of this contract. If commissioned by the client, Deutsche Windtechnik declares their readiness to remedy the damage in accordance with Annex 8 by separate order processing. If the proper repair of the defects is not carried out by Deutsche Windtechnik or one of their subcontractors, then the proper repair of the defects has to be documented in form of a service report incl. photographs before they become part of the scope of the contract. An amendment to this contract will be signed upon completion of the blade repair works to define the date when the blades are part of this contract.

3. Inspection and Maintenance

- 3.1 Deutsche Windtechnik shall inspect and maintain the wind turbines at regular intervals of six months (± 30 days), calculated from the last respective inspection.
- 3.2 At wind speeds $> 7\text{ m / s}$ average on 100m hub height no maintenance works may be carried out.
- 3.3 Within the course of the inspection, Deutsche Windtechnik must identify and assess the actual status of the wind turbines. Insofar as is possible pursuant to the knowledge gained in the inspections, the causes of any wear must be identified and the necessary consequences for future use derived therefrom.
- 3.4 Maintenance of the wind turbines shall comprise the examination and setting of the turbines, plants, the replacement of turbine parts periodically or at regular intervals, and all further measures required to maintain the functional status of the wind turbines. This shall comprise in particular the filling and changing of operating materials (particularly greases and oils), in accordance if necessary with the state of oil samples which have been taken.

- 3.5 Deutsche Windtechnik shall execute inspection and maintenance in compliance with the service specifications of the manufacturer of the wind turbines.

4. Servicing and Repair

- 4.1 Servicing and repair work shall serve to restore the wind turbines to a functional status by rectifying damage which has no external cause. This shall include in particular:

4.1.1 rectification of damage to main components from internal cause,

4.1.2 rectification of total loss from internal cause, whereby Deutsche Windtechnik is to decide after consulting the Customer whether the wind turbine in question is to be replaced with a new, equivalent used or re-serviced wind turbine or if the time value of the respective wind turbine is to be paid to the Customer. The business interests of the Customer must be properly considered thereby. Further compensation for total damage is hereby excluded; the provisions of the availability guarantee shall not be affected hereby. A total loss in the legal sense for this contract occurs when the wind turbine is physically destroyed or completely irreparable. It also refers to a wind turbine that is repairable but for which the damages are so severe that the repair costs are higher than the replacement costs, which correspond to the replacement value less the residual value.

4.1.3 provision, delivery and installation of necessary spare and wearing parts or the rectification of damage from internal cause.

4.2 Damage to the wind turbines caused by external influences, in particular by force majeure (e.g. storm, hail, flood, erosion, lightning, vandalism, war, nuclear power and ionizing radiation), are not part of the repair and maintenance obligations of Deutsche Windtechnik. The costs for corresponding servicing and repair are not included in the remuneration in accordance with Section 12.1 and must be assigned separately.

4.3 Deutsche Windtechnik shall execute measures for servicing and repair pursuant to Section 4.1 as soon as a requirement for servicing or repair has been identified within the course of an inspection or remote monitoring.

- 4.4 Deutsche Windtechnik will also execute preventive servicing measures and repair work for rectification of damage from internal cause at its own discretion which are required to maintain functionality of the wind turbines during the contractual period.
- 4.5 Should Deutsche Windtechnik find, as a result of its servicing, inspection or remote monitoring, the need for reinstatement or repair work which is not comprised in the scope of performance of Deutsche Windtechnik, it shall inform the Customer to this effect immediately, shall make a proposal for action and submit an estimate for carrying out the said reinstatement or repair work. The Customer shall be free in each case to commission a Third Party to carry out the reinstatement or repair work.

5. Remote Monitoring and Troubleshooting

Deutsche Windtechnik will set up and maintain a stand-by service and operations monitoring service (data remote monitoring) within the scope of this contract, comprising the following:

- 5.1 Operations monitoring from Monday to Sunday and daily 24 hours:
- 5.1.1 Remote monitoring of the wind turbines;
 - 5.1.2 Information to the Customer or a third party commissioned by Customer on errors/malfunctions identified as well as answering questions concerning operation, control, errors and other data required for operations;
 - 5.1.3 Processing of alarms or error messages triggered by the remote monitoring system by means of a remote error analysis and – if possible – remote-controlled servicing work via remote control;
 - 5.1.4 Data from operations monitoring are to be stored and provided to the Customer or a third party specified by the Customer on request in the format available to Deutsche Windtechnik.
- 5.2 Deutsche Windtechnik shall report by telephone to the Customer or to a third party specified by the Customer before and after each visit to the wind turbines.

6. Availability Guarantee

- 6.1 Deutsche Windtechnik shall ensure that the wind turbines specified in this contract achieve collectively an average technical availability of at least 97%, minus maximum 60 hours per wind turbine per contractual year with maintenance work for type 2 and type 3, as well as an additional maximum 30 hours for type 4 maintenance in the relevant year. The average technical availability per contract year is calculated on the basis of the actual hours used for maintenance, inspections and safety audits (optional).
- 6.2 A wind turbine shall be deemed technically available in the foregoing sense if it is in operation or is fully functional and ready for operation (i.e. if it could produce power, but in fact does not produce power, because for example the grid is not available or the plant is deactivated in the course of supply management by the utility). A wind turbine shall also be deemed technically available,
- 6.2.1 insofar as non-availability is caused or instigated by the Customer in violation of his duties (e.g. due to a plant inspection, false operation of the wind turbine, or for the execution of improvement work or upgrades);
- 6.2.2 insofar as non-availability is caused by a defect or damage which comes from outside the plant itself (e.g. foundation or grid connection of the wind turbine);
- 6.2.3 insofar as the said non-availability is due to an event coming from outside, especially caused by force majeure (Section 4.2) or damage caused thereby;
- 6.2.4 In case of a total loss as per Section 4.1.2 the availability guarantee will be limited to a maximum of 6 months.
- 6.2.5 during automatic shutdowns of the wind turbine due to official or plant-specific requirements (e.g. shutdown according to ancillary provisions of the operating permit, weak wind or shutdown due to reaching the cut-off wind speed (according to the power curve defined in the **Annex 10** with the turbine manufacturer), as well as shutdowns due to falling ice.
- 6.2.6 during and as long as periods exist in which Deutsche Windtechnik could rectify damage from an internal cause, has notified such to the operator and is not able to do so on account of weather conditions.

The following shall be no exception to these regulations: idle times for repair and maintenance work and idle times during the procurement of spare parts, to rectify damage coming from within, i.e. during such idle times the wind turbines shall be deemed to be not available. The regulation of Section 6.1 shall not be affected hereby.

If the wind turbines do not reach the guaranteed availability in the respective given period of 365 days, Deutsche Windtechnik must pay a compensation to the Customer, to be calculated as follows:

$$E = \frac{kWh/a}{Vgar} * (Vgar - Verr) * FiT$$

E	compensation to be paid in Euro
kWh/a	the electrical work achieved by the wind turbines and being paid by the energy supply company in the given year
Vgar	Guaranteed availability in percent
Verr	Availability achieved in percent
FiT	Windpark-specific FiT (Feed-in Tariff) in the given period

The given period shall start at the time agreed in Section 1.2 and shall last for 365 days. On expiry of this period, a new period starts immediately, as it does in the ensuing time.

- 6.3 The guarantee for technical availability of the wind turbines expires with immediate effect, if the wind turbine(s) is/are serviced by staff not authorized by Deutsche Windtechnik within the period of guarantee or technical changes or other interventions are made, regardless of the type, without approval of Deutsche Windtechnik.

7. Documentation and other Reporting Duties of Deutsche Windtechnik

- 7.1 Deutsche Windtechnik shall draw up a detailed record of inspection, maintenance, servicing and repair work completed (Service Report) which includes the duration, type and scope of work, the person(s) executing the work, the replacement/installation of spare parts and the type and quantity of operating fluids (especially oil) used. It will send the Customer the Service Report promptly, at the latest three weeks after execution of the respective work.

- 7.2 Deutsche Windtechnik shall record the results of inspections carried out (recorded actual status and assessment of the actual status) and of maintenance work as well as the result of oil analyses and other analyses in the Service Report. Deutsche Windtechnik sends the respective analysis reports within 4 weeks after receiving to the Customer.
- 7.3 All inspection, maintenance and servicing work, repairs and findings shall also be recorded in the operating logbook (logbook) for each wind turbine.
- 7.4 Deutsche Windtechnik shall notify the Customer of execution dates for projectable work for which the wind turbine is to be idle, prior to executing such work. Such notification shall be made no later than five days prior to commencement of work, unless swifter action is required.
- 7.5 Coordination

The parties appoint a contact partner to facilitate execution of the contract.

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Contractor: Deutsche Windtechnik

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Email:	dfu@deutsche-windtechnik.com

8. Waste Material, Transfer of Title

- 8.1 Waste material accumulated within the course of work by Deutsche Windtechnik (especially waste oil, solvents, waste paint and scrap metal) shall be disposed of in accordance with legal and environmental regulations by Deutsche Windtechnik at its own cost. Deutsche Windtechnik shall provide appropriate evidence on request.

- 8.2 If Deutsche Windtechnik replaces parts of the wind turbines in the course of this contract, ownership of the dismantled parts shall pass to Deutsche Windtechnik on dismantling. Insofar as the Customer is not the owner of such parts, the Customer must provide approval from the owner.
- 8.3 Title to installed parts shall pass to the proprietor of the wind turbines, pursuant to Section 947, Paragraph 2 of the German Civil Code (2 BGB), on installation.

9. Engaging of Sub-Contractors

Deutsche Windtechnik is hereby authorized to assign work commissioned to Deutsche Windtechnik wholly or partially to sub-contractors. Deutsche Windtechnik is liable to the Customer exclusively and directly. Deutsche Windtechnik shall be responsible for the work performed by persons it sub-contracts to the same extent as its own work. The Deutsche Windtechnik shall ensure that work is performed by qualified personnel (both own employees and subcontractors) and he must inform them about the respective safety regulations.

10. Customer's Duty of Collaboration

- 10.1 The Customer must enable Deutsche Windtechnik and its authorized agents access at all times to the wind turbines and must ensure that access paths (including the crane location) are kept free for access with service vehicles of Deutsche Windtechnik (e.g. by clearing snow or improving access paths). If additional surfacing or reinforcement of the access paths or the crane location is required for the use of a crane or of heavy-duty vehicle, the Customer must bear the costs for such work.
- 10.2 Deutsche Windtechnik shall install a new locking system on the wind turbines at its own expense and provide the Customer with a key.
- 10.3 For the duration of this contract any technical modification to the wind turbines may only be carried out by the Customer after prior written approval has been received from Deutsche Windtechnik. Deutsche Windtechnik must approve of such changes if they represent improvements and do not make the fulfillment of duties on the part of Deutsche Windtechnik arising from this contract more difficult or expensive. In the case of essential increase in difficulty or cost of work, Deutsche Windtechnik is entitled to exercise extraordinary termination of

contract.

- 10.4 The Customer shall provide the equipment required in the plant for remote monitoring for each wind turbine, such as a telephone connection – if possible, landline connection – and assumes non-recurring and ongoing costs for such facilities. In addition and if required, the Customer shall provide Deutsche Windtechnik with software required and/or Dongle (Park server).
- 10.5 The Customer authorizes Deutsche Windtechnik for any technical measures that are necessary to reach an optimized interoperability between monitoring tools of Deutsche Windtechnik and the control systems of the wind turbines. Such measures may include de-compilation of interfaces, and in some cases the installation of new, manufacturer-independent interfaces and the programming of new accesses as well as measures to document and visualize software components for the customer. The Customer guarantees to be owner of the licenses of software-components installed on his turbines and assures that there do not consist any third party rights. Otherwise the Customer shall clarify any third party rights in question.
- 10.6 The Customer must inform Deutsche Windtechnik of every access to the wind turbines in advance.

11. Acceptance

The services to be provided by Deutsche Windtechnik shall be deemed to be accepted when the Customer has received the respective service report on work executed and the Customer does not submit a well-founded notice of defects in writing regarding more than negligible defects within fourteen days after receipt.

12. Payment for Services of Deutsche Windtechnik

- 12.1 Deutsche Windtechnik shall receive for its performances under this contract an annual payment of

year of Operation 10-12:	50.000 EUR
year of Operation 13-15:	56.500 EUR
year of Operation 16-20:	59.000 EUR

plus statutory VAT per turbine under this contract.

12.2 The payment rates) shall be adjusted in accordance with the trend in costs pursuant to the following Index of the German Federal Statistics Office:

12.2.1 Index of producer prices of commercial products (domestic sales) –
Commercial Products Total (Series 17, Vol. 2);

12.2.2 Producers' Price Index for Services – Machines and Plant Inspection
(DL-TU-02).

The development of the index pursuant to Section 12.2.1 shall be considered to the sum of 30% and the development of the index pursuant to Section 12.2.2 to the sum of 70 %. Adjustment shall be made annually, on the basis of the price index of the previous year.

If price adjustments under 0,7 % arise from Sections 12.2.1 and 12.2.2, the Contracting Parties are in accord that all prices under this contract shall increase by at least 0,7 % per year after expiry of each Contractual Year.

12.3 Payment shall include all costs for travel, staff, wearing parts, spare parts, operating fluids and auxiliary material. Any contractual exclusions will be unaffected.

13. Accounting and Payment

13.1 Each 25 % of the annual payment will be due quarterly in advance. The first Contractual Year will start at the date defined under Section 1.2 at the 17.09.2017. This means that respectively at the start and the end of the contract there will be an uncompleted quarter year. The uncompleted quarters will be paid for proportionally in advance.

13.2 Deutsche Windtechnik must settle any compensation claims for the non-respect of the availability warranty pursuant to Section 6 within 45 days after expiry of each given period.

13.3 Invoice amounts shall be due for payment within 30 days of receipt of such invoice.

- 13.4 In the case of default, the interest rate shall be eight percentage points above the current base lending rate pursuant to Section 247 of the German Civil Code (BGB).

14. Claims for Defects, Transfer of Risk and Liability

- 14.1 Liability for defects and other liability shall be based on the regulations of the German Civil Code (BGB).

- 14.2 In case of asset damages the liability of Deutsche Windtechnik is limited to damages typical for the agreement and foreseeable damages. Liability for production losses are ^{not} limited to the regulations of Section 6 (Availability Guarantee) but to real revenue losses 14.9.17

15. Insurances

- 15.1 Deutsche Windtechnik must take out business liability insurance with an insured sum of EUR 10,000,000.00 for personal and material damage.
- 15.2 To cover its duties under this Full Servicing Contract, Deutsche Windtechnik shall conclude a mechanical and mechanical-interruption to business insurance to the usual extent at a reputable German insurance company.
- 15.3 Deutsche Windtechnik should provide a copy once a year of the insurance policies defined in 15.1 and 15.2.

16. Legal Succession

- 16.1 If the Customer cedes individual or all of the wind turbines finally to a third party in the course of legal succession or in any other way, its obligation to pay the agreed payment for the remaining period shall continue to exist, unless the third party enters the contract in place of the Customer with approval of Deutsche Windtechnik with regard to the respective wind turbines.
- 16.2 Deutsche Windtechnik itself shall not be entitled to assign its rights and duties arising from this contract wholly or partially to a third party without approval from the customer. However, transfer of its rights and duties is permitted in the course

of conversion of its company by means of merger with another company or transfer to an affiliated company in terms of Sections 15 ff. of the German Joint Stock Companies Act (AktG).

- 16.3 The parties may only refuse the approval requisite for transfer of contract for good cause.

17. Term of Contract, Termination

- 17.1 This Contract is hereby concluded for a term of 11 years, starting at the time specified in Section 1.2. and ending on 16.09.2028. The right of the Parties to extraordinary termination of contract for good cause shall not be affected hereby. Should the wind turbines listed in Annex 1, or parts thereof, be taken out of service prematurely due to repowering, the Customer hereby agrees to make 45% of the payments under Section 12.1 in the form of a single payment for the wind turbines taken prematurely out of service until the end of contract. Payment shall be due when the wind turbine has been finally taken out of service.
- 17.2 The Customer shall have the option of extending the contract once for a maximum of five years. The Customer must exercise this option no later than six months prior to expiry of contract by means of written declaration to Deutsche Windtechnik. In the case of such option being exercised the contract continues, whereby payment is to be re-negotiated.
- 17.3 Every termination must be in writing.
- 17.4 Deutsche Windtechnik hereby guarantees that the wind turbines shall have been serviced on expiry of the contract pursuant to the maintenance specifications of the wind turbine manufacturer; Deutsche Windtechnik shall have no duty to execute preventive servicing and repair work. Preventive servicing or repair work shall be taken here to mean that, though an irregularity exists, it is most probable that there will be no acute repair requirement in the first three months following expiry of contract.

18. Concluding Provisions

- 18.1 Verbal and written collateral agreements which exceed the regulations agreed here or which were made in the course of negotiations concerning this contract, shall become invalid when this contract is signed.
- 18.2 Amendments and supplements to this contract shall only be effective if made in writing. This shall also apply to any cancellation or amendment of this requirement of written form.
- 18.3 If any provision of this contract is or becomes ineffective or unfeasible, the effectiveness of the remaining terms is not affected. It is agreed that the ineffective or unfeasible term be replaced by a term which legally most closely complies with the original intention of the parties with regard to the sense and purpose of the ineffective or unfeasible term. The same applies to any gaps in the contract.
- 18.4 All documentation and correspondence shall be in English unless otherwise agreed or requested.
- 18.5 This contract shall be subject to German law.
- 18.6 Bremen is hereby agreed as exclusive venue of jurisdiction for all disputes arising from or in connection with this contract – with regard to the special competence for wind energy existent there.

Neubiberg, (date) 14.09.17

Osnabrück, (date) 12.09.17



PARC EOLIEN DE
FRESNES-EN-SAULNOIS



(Deutsche Windtechnik X-Service)

- Annex 1:** Site, Serial numbers and date of commissioning of turbines
- Annex 2:** Price List for extra services
- Annex 3:** Backtoback insurance of the full maintenance contract
- Annex 4:** Customer Data Sheet
- Annex 5:** Park Information Sheet
- Annex 6:** Maintenance log
- Annex 7:** List of recurring security checks and their annual remuneration
- Annex 8:** List of defects (rotor blades)
- Annex 9:** List of approved subcontractors
- Annex 10:** Power Curve Nordex N90-2300
- Annex 11:** Short offer Sheet