

APPENDIX

<i>Sub-Clause</i>	<i>Item</i>	<i>Data</i>
1.1.1	Documents forming the Contract listed in the order of priority	
	1. <u>DOCUMENT</u>	2. <u>DOCUMENT IDENTIFICATION</u>
	a) the Contract Agreement	Contract Agreement
	b) this Appendix	Appendix (Particular Conditions)
	c) the General Conditions	General Conditions of Contract
	d) the Annexes	
	Specifications	Annex 1: ENERCON Technical Specifications (Technical description, Underlying Power Curve, power and noise warranty) Annex 2 : Scope of Supply List
10.3.	Payment Schedule	Annex 2: Payment Schedule, including the terms of payment and bonds Annex 3 : Insurance
1.1.10	Drawings	Annex 4: Civil Works, Cranes, Roads (Foundation Drawings Wind Class I) Annex 5: Micrositing, map of the site Annex 6: Grid Specifications (Electrical Infrastructure) - PTF from EDF - description of the standard I Annex 7 : Building license Annex 8 : Test on completion Annex 9 : ENERCON Partner Agreement (EPK) Annex 10 : Annexes to the EPK contract : - consumable list - spare parts - components all types - definition of availability - electrical maintenance - mechanical maintenance - road and crane requirements - Enercon SCADA system - Power curve warranty

		- Noise warranty
e) Purchase general conditions		SNET purchase general conditions
1.1.2	Commencement Date	April, 1 st 2009
1.1.18	Section	A Section means 2 Wind Energy Converters.
1.1.24	Trial Operation period	240 h for the wind farm
1.5	Governing Law	The contract shall be governed and interpreted in accordance with the laws of France with its conflict of law rules remaining out of consideration.
1.6	Language	English / translation in French
2.1	Provision of Site	From march, 31 th 2009 until the end of the term of the ENERCON Partner Agreement.
2.2	Permits and licenses	The Employer shall have obtained all necessary permits and licenses at the Commencement date, including but not limited to : - building license or modified building without resort - PTF or convention of connection for the Enercon WEC - Confirmation of project financing Any delay with the above documents will delay as well as the commencement date
3.1	Employer's Authorised Person (for contractual purposes)	Name: Abdelwaheb REKIK Tél : +33 (0) 3 21 72 70 48 Fax : +33 (0) 3 21 72 70 33
3.2	Employer's Representative	Name: Abdelwaheb REKIK Tél : +33 (0) 3 21 72 70 48 Fax : +33 (0) 3 21 72 70 33
4.2	Contractor's Representative	Name: Frédéric MORILLOT Tel: +33 (0) 3 44 83 67 26 Fax: +33 (0) 3 44 83 67 29
6.0	Time of completion	June, 30st 2010
Program		
6.2	a) Time for submission	6 months after signature of the contract
6.2	b) Form of program	see Project Time Schedule
6.2	Programme	This program will include a control of WEC elements by the employer at the time of shipment in the harbour.
6.4	Maximum amount of liquidated damages payable due to failure to complete (90 days after scheduled completion date at the earliest)	500 € per day per WTG. The total amount of damages payable for any and all delayed works and/or WTGs may not exceed 3 % of the Contract Price.

7.1	Taking over	The contractor has to inform the customer at least 7 days before the date he can make trial operation. These tests have to be done within 21 days after this date.
8.1	Period for notifying defects	730 days calculated from the date stated in the Taking Over Certificate according to Sub-Clause 7.3 or 7.4. The contractor shall : - complete any work which is outstanding on the date stated in a Taking Over Certificate, within such reasonable time as is instructed by the Employer, - All the works executed at the risk and costs of the Contractor, if and to the extent that the work is attributable to: the design of the Works, the WEC(s), Material or Contractor's workmanship not be in accordance with the Contract, improper operation or maintenance which is attributable to matters for which the Contractor is responsible for, or failure by the Contractor to comply with any other obligation under the Contract. If and to the extent that such work is attributable to any other cause, the Contractor shall execute such works at the risk and cost of the Employer.
8.2	Failure to remedy defects	Reasonable time: 3 months
9.2 b)	Variation Procedure	
	Work rates (from Monday to Saturday)	960 € / day
10.1	Valuation of the Works	« Warranty and Service Contract » means EPK contract
10.3	Payment of Installments	Refer to Annex 3 The Contractor accepts that the Employer doesn't have a letter of credit. The statement showing the amount to which it considers himself entitled means an invoice.
10.4	Import duties, taxes, fees	The taxes paid by the employer are limited to the french VAT.
10.6	Contractor's bank account	Oldenburgische Landesbank (code banque 284 210 30) N° de compte 8 424 199 100
10.8	Rate of interest	ECB + 4 % per annum
10.9	Transfer of title	The title of this paragraph is translated in French by "Transfert de propriété".
11.	Default	The title of this paragraph is translated in French by "suspension ou résiliation".
12.2	Limitation of Liability	The overall responsibility (loss or damages) of either party to the

other party under or in connection with this contract shall in no case exceed 50 % of the contract price, unless otherwise agreed.

14.3	Language	French
14.4	Arbitration	Court of Trade of Nanterre, France