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In case of divergent interpretations of the German and English texts,
the German text shall prevail.

Balancing Group Contract

on the Management of Balancing Groups

This Contract is made between

...

- Balance Responsible Party (BRP) -

and

...

- Transmission System Operator (TSO) -

- hereinafter jointly referred to as contracting parties -

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1. Preamble

This Balancing Group Contract is a contract prescribed by formal definition of the Federal Network Agency (file no. BK6-06-013, resolution of 29/06/2011).

Now therefore, the TSO and the BRP hereby enter into the following Balancing Group Contract based on the Energiewirtschaftsgesetz ([EnWG] – *Energy Industry Act*) and the Verordnung über den Zugang zu Elektrizitätsversorgungsnetzen (Stromnetzzugangsverordnung [StromNZV] - *Electricity Grid Access Ordinance*).

2. Subject Matter of the Contract

- 2.1. Upon conclusion of this Contract, the TSO undertakes to establish, handle and bill one or several balancing groups for the BRP in the TSO's control area. Each balancing group is managed under the Energy Identification Code (EIC) as defined in Appendix 1. Moreover, this Contract contains regulations on the provision of data for balancing group billing.
- 2.2. This Contract enables the following supply of energy by using balancing groups:
- Feed-in of electrical energy by power plants / feed-in points allocated to a balancing group which are located within the TSO's control area;
 - Draw-off of electrical energy by the customers allocated to a balancing group at the relating exit points within the TSO's control area;
 - Exchange of electrical energy based on schedules;
 - Transmission of electricity paid according to the Erneuerbare-Energien-Gesetz ([EEG] - *Renewable Energy Sources Act*) from the EEG balancing group of subordinated grid operators to the TSO's EEG balancing group based on transmission time series;
 - Draw-off of grid losses from balancing groups according to Chapter 10 StromNZV;
 - Feed-in and draw-off of differential energy to or from balancing groups according to Chapter 12 StromNZV;
 - Feed-in and draw-off of delta energy quantities according to BK6-07-002 Marktregeln zur Bilanzkreisabrechnung Strom ([MaBiS] - *Market Rules for the Performance of Balancing Group Accounting in Electricity*).

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3. Preconditions for the Use of Balancing Groups

- 3.1. The grid usage shall be agreed with the responsible operator of electricity supply grids, and such grid operator shall ensure the allocability of entry and exit points to the balancing group. Such agreements are not the subject matter hereof.
- 3.2. For energy deliveries to other balancing groups, effective contractual relationships on the establishment of such balancing groups need to be established between the TSO and the other BRPs (for supply within the TSO's control area) and/or between the BRP and the other TSO (for supply to/from other control areas). The contractual parties are obligated to provide each other with all identifiers as defined in Appendix 2 which are required to handle all processes of balancing group management and billing, in due time.

4. TSO's Rights, Duties and Services

- 4.1. According to the legal regulations, the TSO holds the system responsibility for the transmission grid in their control area and will be responsible, in particular, for the procurement and use of control energy.
- 4.2. The TSO will be responsible for the implementation of the BRP's balancing groups, for handling the booked schedules and for billing the balancing groups according to the legal and regulatory standards and the conditions hereof. Based on the provisions hereof, the TSO will process the metering data provided by the grid operator, compensate any balancing deviations in the BRP's balancing groups and the TSO will bill these accordingly with the BRP.

5. BRP's Rights and Duties

- 5.1. The BRP shall be responsible for a balanced quarter hour performance balance of the feed-ins and draw-offs allocated to their balancing group, for a proper schedule management and the economic balancing of remaining balance deviations.
- 5.2. The BRP shall be obligated to keep balance deviations to an absolute minimum by taking reasonable measures, in particular, by applying special care in the preparation of forecasts. It is only permissible to use balancing energy to cover loads or to compensate for an excess feed to the balancing group insofar as to compensate for unpredictable deviations.
- 5.3. In the event of an unplanned power plant failure, as defined in Chapter 5, sec. 4 StromNZV, the BRP will be released from the obligations of the paragraph above for a period of four quarter hours, including the quarter hour in which the failure occurred, to the extent to which the deviations occurring in the latter's balancing group are caused by the failure of such power plant. As to the definition of a power plant failure, the contracting parties refer to Appendix 4 hereof.

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- 5.4. The BRP will immediately inform the TSO of the name, company and address of the traders and suppliers according to Appendix 6 who are allocated to its balancing group and makes sure that the TSO is allowed to disclose these data to authorised offices, insofar as the privacy matters of the persons affected remain unaffected.

6. Reachability

- 6.1. The contracting parties will ensure that the contacts identified in Appendix 2 will, to the extent required for a proper compliance with their contractual duties, be available and authorised to change or receive schedules in the balancing groups hereof as well as to receive time series for the balancing groups of this Contract and to give feed-back on these.
- 6.2. Any changes of reachability identified in Appendix 2 made by one of the contractual parties shall immediately be notified to the other contractual party, in writing.

7. Schedules

The BRP shall be entitled to book a schedule with the TSO. For that purpose, the regulations in Appendix 3 hereof shall apply. Additional regulations under Chapter 8 shall be taken into account.

8. Congestion Management

- 8.1. Grid congestions might occur within the TSO's transmission system or at coupling points to neighbouring grids in the domestic and foreign countries. If any not merely short-term grid congestion cannot be avoided by suitable measures within the transmission grid, the TSO will publish the grid congestion on the Internet.
- 8.2. The publication of such grid congestion will be made 24 hours prior to the end of the booking period for schedules as defined in Chapter 1.2 of Appendix 3 hereof on the TSO's Internet site specified in Appendix 2, at the latest, and it will contain the following information:
- a. the total capacity available,
 - b. transmission direction in which the congestion occurs,
 - c. forecasted duration,
 - d. processes of congestion management.

Simultaneously to the publication defined in sentence 1, the TSO will inform the BRP of the publication by sending an email to the address specified by the BRP in Appendix 2.

If the TSO publishes congestion, the transmission grid between the regions mentioned in the publication may only be used in the scope of the published congestion management. Separate costs might arise for the acquisition of transport capacities.

- 8.3. If a grid congestion occurs in such a short time that a publication as defined in Chapter 8.2 is no longer possible, the TSO shall be entitled to a non-discriminatory rejection or reduction of booked schedules towards the affected balancing group managers, by observing, in particular, the proper ranking according to the Energy Industry Act and the Renewable Energy Sources Act. The BRP shall subsequently be informed, in writing, about the reasons for the rejection or reduction of booked schedules. Chapter 16, sec. 2 of EC-CR 714/2009 shall remain unaffected.

9. Provision of Data for Balancing Group Billing

The contractual parties undertake to cooperate in the balancing group billing according to the regulation BK6-07-002 (MaBiS) of the Federal Network Agency, the specifications, as amended, prepared by the Federal Network Agency to be further shaped and accompanied by all associations, as well as by observing the notifications published by the Federal Network Agency for that purpose.

10. Prices for Balancing Energy

- 10.1. The TSO procures control energy according to the legal standards and specifications by authorities. The TSO will, for each quarter hour, determine a positive or negative price for the supply of positive or negative balancing energy.
- 10.2. The regelzonenübergreifender einheitlicher Bilanzausgleichsenergiepreis ([reBAP] – *uniform balancing energy price across all control areas*) which applies symmetrically for billing of excess and shortfall energy quantities of the balancing groups of this Contract, is calculated by apportioning the costs or proceeds of the TSOs arising from the procurement or the supply of secondary control energy and minute reserve energy for each quarter hour to the TSO's entire demand for control energy. The TSO will provide the reBAP in form of a price time series in a market-wide uniform format (CSV) and make it available for automated download on the TSO's Internet site on the 20th working day (WD)¹ after the delivery month, at the latest. Additionally the TSO will transmit to the BRP the price time series as part of the electronic market communication according to regulation BK6-07-002 (MaBiS) in a market-conform format by EDIFACT to the address specified in Appendix 2. The BRP will be informed immediately about subsequent corrections of the reBAP in the same way.

¹ Working days (WD) as used in this contract means days from Monday to Friday, not including legal public holidays which are identified as public holiday in a minimum of one federal state. Christmas Eve (24/12) and New Year's Eve (31/12) are considered public holidays.

11. Determination and Billing of Balance Deviations

- 11.1. Based on the billing data available at the end of the 29th WD after the delivery month from the 30th WD after the delivery month, the TSO will determine the balance deviations of the balancing groups belonging to this Contract or will allocate them to balancing groups or balancing sub-groups agreed in Appendix 5, according to Chapter 13 hereof. A balance deviation exists, if a difference arises between any and all draw-offs allocated to the balancing group, including such draw-offs based on schedules in one quarter hour, compared to any and all feed-ins allocated to the balancing group, including such feed-ins based on schedules in the same quarter hour.
- 11.2. The TSO determines the balance deviation per quarter hour which will subsequently be multiplied with the reBAP determined according to Chapter 10. If the balancing group has received balancing energy in the quarter hour, such will be deemed to be supplied by the TSO for the price determined according to Chapter 10 and it shall be billed accordingly by the TSO. If the balancing group has supplied balancing energy in the quarter hour, such will be deemed to be accepted by the TSO for the price determined according to Chapter 10 and it shall be billed accordingly by the TSO. Payments will be netted over the monthly accounting period and the clearing balance will be invoiced.
- 11.3. The rendering of accounting of balancing energy is made on monthly basis, 42nd WD after the delivery month, at the latest. The TSO will prepare and send a corrected balancing group invoice until the end of the 8th month after the delivery month for those balancing groups for which the TSO receives changed values compared to the initial invoice at the end of the 7th month after the delivery month, if and insofar as the preparation of a corrected balancing group invoice is provided for in the current version of regulation BK6-07-002 (MaBiS). For the minimum contents of the invoice document with regard to balancing group invoice as well as the corrected balancing group invoice, please refer to Appendix 7.
- 11.4. If significant balancing group deviations occur in scope of the balancing group invoice which suggest an infringement of the duties defined in Chapter 5 on the part of the BRP, the TSO will, in a first step, clarify with the BRP whether or to what extent the deviations could have been avoided by the BRP. If the suspicion of an infringement of duties cannot be dispelled, the TSO will report the matter to the Federal Network Agency which will decide on the initiation of supervisory procedures against the BRP.
- 11.5. The clearing balance according to Chapter 11.2 hereof will be determined by the TSO for the passed billing month and billed to the BRP. The amount doesn't include the value added tax (VAT) applicable at the time of delivery or service, such will be stated separately. If the BRP has its registered office outside of Germany or if the disclosure of VAT is prohibited based on other legal reasons, no applicable VAT shall be charged. The invoice will fall due at the date specified by the TSO, however two weeks after their receipt on the BRP, at the earliest. Credits granted by the TSO will fall due for payment to the BRP two weeks after the date of issue of the credit, in deviation from the preceding sentence. The receipt of the amount of money on the account of the contracting party shall be decisive for the compliance with such deadline.

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- 11.6. Objections against the billing relating to the correctness of the data transferred from the DSO to the TSO, cannot be raised against the billing of the TSO. This shall not apply, if the TSO is responsible for the incorrectness of the billing; in such an event, any objection against the correctness of a billing shall only be permissible within two months after the receipt of the invoice.
- 11.7. In the case of a delayed receipt of the payment, the contractual parties shall be entitled to charge default interests after the end of the payment period according to the legal provisions, without prejudice to any other claims. If one of the contractual parties is in default and the other contractual party makes a repeated request for payment or if the amount will be requested by an appointed person, the latter may charge the costs arising from such actions to the defaulting contractual party.
- 11.8. Claims of the contractual parties resulting from this Contract may only be set off with undisputed claims or claims against which no legal recourse is possible.
- 11.9. Moreover, the rules on the regulation BK6-07-002 (MaBiS) and the other documents specified in Chapter 9 hereof shall apply.

12. Regulations for Energy Exchange Transactions

The contractual regulations below shall apply additional, if energy exchange transactions have to be handled via the balancing group.

In the event of differences between a schedule booked according to this Contract and the corresponding schedule of a energy exchange balancing group, the schedule booked through the energy exchange shall prevail.

In due time prior to the commencement of the energy exchange transactions, the BRP will declare for which energy exchange the energy exchange regulation above will apply and agrees that the energy exchange will be informed that its balancing group is managed in the TSO's control area.

13. Balancing Sub-Groups

- 13.1. Any and all balance deviations of a balancing group belonging hereto might be allocated to another balancing group in the TSO's control area. The balancing sub-group is, for that reason, not obligated to ensure a balanced quarter hour performance balance. The allocation is made for an indefinite period of time.

Likewise, any and all balance deviation of one or several balancing groups in the TSO's control area might be allocated to the balancing groups hereof, monthly.

The allocation is agreed by the balancing group managers of both affected balancing groups as defined in Appendix 5, jointly with the TSO. Commencement or end of an allocation is only possible as of each 1st day of a calendar month, 0.00 am, by complying with a notification period of 10 WDs.

- 13.2. However, the end of such an allocation may, with effect in the future, be declared by each of the involved balancing group managers or by the TSO, in justified cases, by way of a written declaration towards the other affected parties.

In the event of a termination of a balancing group contract, all allocations associated therewith will end automatically, with effect in the future. The BRP will immediately inform the affected balancing group managers thereof in writing.

In the event of an extraordinary termination of a balancing group contract, the TSO will immediately inform all directly affected balancing group managers in writing. Directly affected, as mentioned above, means also the BRP of the receiving balancing group as well as all BRPs whose balance deviations might be allocated to the terminated balancing group. In the event of an extraordinary termination of a balancing group contract of any balancing group which is allocated a balancing sub-group, the TSO will enable – if necessary deviating from the notification period as defined in item 13.1 - the allocation of the balancing sub-group to another balancing group as of the commencement of the next month, within a short term.

- 13.3. If balance deviations of one or several balancing groups were allocated to a balancing group, the latter may allocate the balance deviations of its balancing group and of the allocated balancing groups to another balancing group (chain allocations). The BRP may declare its consent to the formation of such chain allocations toward the TSO by using Appendix 5.
- 13.4. The balancing sub-group's credit risk will be transferred to the allocated balancing group. The potential use of balancing energy of the balancing sub-group will be taken into account in the determination of the amount of the collateral of the allocated balancing group which might become necessary in accordance with item 14.1. The balancing sub-group will not be required to provide a collateral for that purpose.
- 13.5. Moreover, the rules on the regulation BK6-07-002 (MaBiS) and the other documents specified in Chapter 9 hereof shall apply.

14. Collaterals

- 14.1. In justified events, the TSO may request reasonable collateral from the BRP. The BRP shall be informed in writing of the reasons for requesting such collateral. The collateral shall be provided within 10 WDs after its request.

A justified reason is deemed to exist, in particular, if

- a. the BRP has been in default of due payments in a significant amount with regard to its economic capacity, twice within 12 calendar months and has not made the payment, despite an express request;
- b. foreclosure measures due to outstanding debts in a material amount with regard to its economic capacity (German law: Zivilprozeßordnung [ZPO]) §§ 803-882a ZPO (*Code of Civil Procedure*) were initiated against the BRP,
- c. an application for the initiation of insolvency proceedings over the BRP's assets was filed and the BRP does not evidence the unfairness of such application within

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- the period defined in sentence 3; if the BRP is unable to evidence the unfairness within the period in sentence 3, the collateral shall be provided immediately after the end of the period;
- d. the BRP is unable to dispel the worries that the BRP will not be able to meet the obligations arising from this Contract which is justified by an information which the TSO obtained on the BRP or by other circumstances, within the period mentioned in sentence 3, by way of suitable evidence of its creditworthiness such as e.g. a current business report, an extract from the commercial register or, in case of need, by other current information which are relevant for the creditworthiness. The information obtained or the other information, on which the justified worries are based, shall be disclosed completely to the BRP when the request for the collateral is made.
- 14.2. The collateral shall be deemed to be reasonable, if it corresponds to the sum of the average energy supplies from the balancing group to grid connections over a period of 7 days as well as the average quantity of energy of the trading transactions handled through the balancing group for 33.5 hours each, multiplied by the average of the reBAP of the last 12 calendar months.
- 14.3. At request, the BRP will prepare a best possible forecast of its end customer and trade volume as part of the conclusion of the balancing group contract and inform the TSO thereof.
- 14.4. If the reBAP is subject to material increases or decreases, the TSO shall be obligated to adjust the amount of the collaterals. If the BRP plans a significant change of the energy supplies handled through the balancing group, the BRP will inform the TSO thereof in due time and adjust the collateral, in case of need.
- 14.5. At the BRP's discretion, the collateral may be provided in form of
- a. an absolute surety under German laws provided by a company with sufficient creditworthiness, including a waiver of the defence of disputability, offset and the benefit of discussion, however up to a maximum of 10 percent of the guarantor's liable equity,
 - b. absolute bank guarantee according to German law of a bank within the EU, including the waiver of the defence of disputability, offset and the benefit of discussion;
 - c. a collateral in cash bearing interests at the base interest rate; or
 - d. pledge of a bank account.
- 14.6. At the BRP's request, the TSO shall verify the continued existence of a justified case after one year, subsequently each half year. The collateral shall be returned immediately, if the preconditions do no longer exist. If after the verification in the TSO's opinion the justified case according to Chapter 14.1 continues to exist, the BRP shall be informed of the reasons for such opinion and of the preconditions to be met by the BRP for a return of the collateral. The right to assert a further damage caused by delay shall remain unaffected.

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- 14.7. The TSO may use provided collateral, if the TSO has sent a reminder and if the granted period of a min. of 10 WDs has passed without success.
- 14.8. The TSO shall inform the BRP in writing in the event that collateral has been used, in full or in part. The BRP shall be obligated to increase the collateral to the original amount, within 10 WDs after receipt of such information.

15. Faults and Interruptions

- 15.1. The TSO may intervene, at any time, in energy supplies and the grid operation,
- a. in order to prevent an immediate danger for the safety of persons or systems;
 - b. to exclude any disturbing repercussions on the TSO or a third party facilities or to prevent the endangerment of the stable grid operation by an unauthorized use of the TSO's transmission grid;
 - c. if the safety or reliability of the electricity supply system is endangered according to Chapter 13 EnWG;
 - d. if this is required to remedy faults, for maintenance work or for other purposes required for the operation, by taking reasonable account of the interests of grid operators and grid users.

An intervention according to the items above, without prior information of the BRP in text form and by complying with a reasonable announcement period is possible only in the case of pending danger. In such an case, the BRP shall, subsequently, be informed immediately, in text form.

- 15.2. If one or both contractual parties are hindered, in whole or in part, to comply with their obligations under this Contract due to force majeure (such as natural disasters, war or civil commotion), within the meaning of an externally caused event which has no connection with the operation and which cannot be prevented even by applying a care which can be expected under the circumstances, such obligations shall be suspended to the corresponding extent, until the cause for the disturbance and its consequences are eliminated. Chapter 13, sec. 4 EnWG shall remain unaffected.

The contractual parties will inform each other immediately in such cases. The contractual parties will, in their sphere of responsibility, take all reasonable technical and economical means to restore the preconditions necessary to perform this Contract immediately. The contractual parties will inform each other about faults and restrictions of the grid operation immediately.

16. Liability

The contractual parties will only be liable to each other for damage caused by intent or gross negligence as well as in the event of damage caused by slight negligence, where, in the event of slight negligence, the liability shall be limited, as to its reason, to the infringement of material

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contractual obligations, and, as to its type and amount, to the foreseeable damage which is typical for the contract. The exclusion and restrictions of liability mentioned above will not apply to damage arising from the injury of life, body or health. The limitation of liability shall also apply, by analogy, to employees and persons appointed by the contractual parties. Chapter 13, sec. 4 EnWG shall remain unaffected.

17. Data Protection

- 17.1. The data arising in connection with this Contract will be processed by both parties in compliance with the provisions under Data Protection Laws and stored, if required. The BRP agrees to a data exchange between the TSO and other balancing group managers and grid operators who might be effected, insofar as such exchange of data is required for a proper performance of this Contract.
- 17.2. The contractual parties will treat as confidential the data received hereunder even after the end hereof, in particular, in compliance with Chapter 9 EnWG, and not make them accessible to third parties by taking into account the regulations below.
- 17.3. The BRP agrees that the management of its balancing group within the TSO's control area, in particular the name and the address of the BRP, EIC and period of the balancing group management will be published on the Internet. Moreover, the BRP agrees that the name, company and address of all traders and suppliers which are allocated to the affected balancing group according to Appendix 6 will be disclosed to authorized offices. The TSO shall be entitled to transmit information relating to this Balancing Group Contract to authorities, courts and other public offices, upon a justified request.

18. Term and Termination of the Contract

- 18.1. This Balancing Group Contract will take effect on however 10 WDs after the conclusion of the contract, at the earliest, and shall be valid for an indefinite period of time. It may be terminated by the BRP with a period of 3 months to the end of a calendar month. The right of extraordinary termination as defined in Chapter 20 hereof shall remain unaffected.
- 18.2. Former balancing group contracts concluded between the BRP and the TSO shall become null and void upon effectiveness of this Contract.
- 18.3. If the balancing groups mentioned herein do not generate turnover regarding energy for longer than 3 months, either contractual party may terminate the Balancing Group Contract with a notice period of one month to the end of a calendar month, after a prior announcement. The BRP may object to the termination by stating reasons.

19. Adaptation of the Contract

This Contract is based on the economic, legal and competitive conditions prevailing at the time of its conclusion. In the event of material changes of these conditions caused by legal standards, measures by authorities or regulations between the associations of electricity industry on a national or international level during the term hereof, the contractual parties may file an application for adaptation of this Contract with the Federal Network Agency.

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20. Extraordinary Termination of the Balancing Group Contract

- 20.1. A termination without notice of this Contract shall be permitted in the event of an important reason which renders the continuation of this Contract unreasonable for the TSO.
- 20.2. Such a reason shall be deemed to exist, in particular,
- a. in the event of repeated infringements of obligations within the meaning of Chapter 11.4 hereof as found by the Federal Network Agency;
 - b. if it is recognizable after the conclusion of the Contract that the claim for compensation is endangered due to a lack of capacity on the part of the BRP and that, thus, the compliance with the contractual obligations is endangered for the TSO, insofar as the prior request for a collateral is impossible or unreasonable.
 - c. in the event of deficit quantities of the BRP for more than 33.5 consecutive hours which are in a material extent, with regard to its economic capacity, unless the BRP provides a collateral as defined in Chapter 14 hereof within 48 hours after a request.
- BRP's justified interests shall be taken into account to a reasonable extent in the event of a termination without notice.
- 20.3. The TSO shall also be entitled to terminate the Balancing Group Contract without notice, if the BRP fails to comply with its obligation to order, strengthen or re-increase collaterals within the reasonable period fixed by the TSO as defined in Chapter 14. The same shall apply if the TSO's accrued receivables exceed the evidenced collaterals hereunder.
- 20.4. The BRP will release the TSO of possible third party claims in the event of an extraordinary termination made by the TSO for justified reasons.

21. Severability

- 21.1 If individual provisions hereof are or become legally ineffective, the effectiveness of the remaining provisions shall remain unaffected. The contractual parties rather undertake to replace the ineffective provisions by other provisions whose economic, legal and technical purpose is equivalent, as far as possible, to that of the ineffective provision.
- 21.2 If the Contract proves to contain loopholes which need to be filled for which the contractual parties would have provided an amicable regulation if they had known such fact upon conclusion hereof, the contractual parties undertake to supplement the Contract accordingly, by taking into account the economic interests of both parties to a reasonable extent.

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21.3. Supplements or amendments hereof made according to the items above, shall become an integral part hereof, pursuant to Chapter 19 hereof.

22. Legal Succession

22.1. The rights and duties arising here from may be transferred to a third party with the consent of the other contractual party. The consent may not be rejected, if the third party provides a guarantee that it is able to meet the obligations arising here from.

22.2. Such consent is, in exceptional cases, not required when rights and duties are transferred to an associated company of the relating contractual parties, as defined in German law: Aktiengesetz [AktG] §§ 15 et seq. AktG (*German Stock Corporation Act*). In case of universal succession, in particular according to the German law: Umwandlungsrecht [UmwG] (*Reorganization Act*) the legal provisions shall apply instead of the provisions above.

22.3. The contractual parties shall be entitled to entrust third parties with the performance of individual tasks arising here from.

23. Final Provisions

23.1. No oral side agreements have been made. Amending or supplementing agreements to this contract as well as the termination of this contract require the written form. The written form is equivalent to a transmission by fax. This shall also apply to an amendment of this Article.

23.2. The laws of the Federal Republic of Germany shall apply exclusively. The place of jurisdiction shall be the registered office of the TSO.

23.3. The Netz- und Systemregeln der deutschen Übertragungsbetreiber [TransmissionCode] (*grid and systems regulations of the German transmission system operators*), as amended, shall apply fundamentally in addition to the regulations provided for herein, unless they infringe superior laws or unless otherwise provided for herein. In the event of future changes, either contractual party may apply for a relating amendment of the Balancing Group Contract with the Federal Network Agency, if it has a justified interest.

24. Integral Parts of the Contract

Parts of this Contract are:

Appendix 1: List of the Balancing Groups with Energy Identification Code (EIC)

Appendix 2: Contact Information of TSO and BRP

Appendix 3: Regulations on Schedule Management and Schedule Format

Appendix 4: Definition of a Power Plant Failure within the Meaning of Chapter 5 sec. 4 StromNZV

Appendix 5: Balancing Sub-Groups and Chain Allocation:

Appendix 6: Allocation of Traders and Suppliers to the Balancing Group

Appendix 7: Minimum Contents of the Balancing Group Billing Document
(invoice/credit note)

.....
Place

Date

Place

Date

.....
Signature of BRP

Signature of TSO

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Appendix 1

List of the Balancing Groups with Energy Identification Code (EIC)

The Balancing Group Contract is valid for the balancing groups with the Energy Identification Code (EIC) mentioned below:

Balancing Group EIC:	Establishment of balancing group as of:	End of balancing group as of:

.....
Place Date

.....
Place Date

.....
Signature of BRP

.....
Signature of TSO

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Appendix 2

Contact Information of TSO and BRP

1. TSO's Contact Information

1.1 General data of the TSO	
Name	
Street	
Post Code / Place	
Country	
Registered office of the company	
Commercial register (Local Court / no.)	
Internet	
Tax no.	
VAT ID no.	
GLN or BDEW no.	

1.2. Contact of the TSO

Contract management and general questions			
Title		Tel.	
First name		Fax	
Name		Email	
		Mobile phone	
Schedule management			
Mail address of the schedule system:		Johnsample1@TSO1.de	
- day ahead process	Contact, times for contactability	Tel. Fax email	
- Intraday process	Contact, times for contactability	Tel. Fax email	
- day after process	Contact, times for contactability	Tel. Fax email	
- general technical questions	Contact, times for contactability	Tel. Fax email	
Balancing group billing			
Email edifact data exchange			
Questions regarding the edifact data exchange		Tel. Fax email	
Energy quantities		Tel. Fax email	
Invoices		Tel. Fax email	

1.3 Bank Information

SWIFT/BIC		IBAN	
Bank Code		Account no.	
Name of bank			

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2. Contact Data of the BRP

1.1 General data of the BRP		Deviating contact address, if any	
Name		Name	
Street, no.		Street, no.	
Post Code / Place		Post Code / Place	
Country		Country	
Registered office of the company			
Commercial register (Local Court / no.)			
Internet			
Tax no.			
VAT ID no.			
GLN or BDEW no.			

1.2. Contact of the TSO

Contract management and general questions			
Title		Tel.	
First name		Fax	
Name		Email	
		Mobile phone	
Schedule management			
Mail address of the schedule system:		Johnsample1@BRP1.de johnsample2@BRP1.de	
- day ahead process	Contact, times for contactability	Tel. Fax email	
- Intraday process	Contact, times for contactability	Tel. Fax email	24 hour emergency number, if any, if not normal continuing contactability is provided
- day after process	Contact, times for contactability	Tel. Fax email	
- general technical questions	Contact, times for contactability	Tel. Fax email	
Balancing group billing			
Email edifact data exchange			
Questions regarding the edifact data exchange		Tel. Fax email	
Energy quantities		Tel. Fax email	
Invoices		Tel. Fax email	

2.3 Bank Information

SWIFT/BIC		IBAN	
Bank Code		Account no.	
Name of bank			

2.4 Invoice address

Title		Tel.	
First name		Fax	
Name		Email	
Street, no.		Mobile phone	
Post Code / Place			
Country			

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Appendix 3

Regulations on Schedule Management and Schedule Format

1. Schedules

- 1.1. The BRP shall be entitled to book a schedule from and to any other approved balancing group within the TSO's control area as well as from and to the balancing groups of the BRP in other German control areas in or from the balancing group hereof. The BRP shall harmonize its schedules with other affected balancing groups in due time prior to booking the schedule at the TSO.

The BRP shall have the right to book a schedule at the TSO from and to a foreign grid operator with which the relating TSO offers a schedule handling, to or from the balancing groups of this Contract. The provisions applying in both countries shall be taken into account upon booking and during the management of schedules made with foreign grid operators. Provisions under Chapter 8 of this Contract hereof shall be taken into account additional.

- 1.2. Schedules have to be transmitted from the BRP to the TSO until 2:30 pm of the previous day if deviating provisions don't apply to schedules from and to foreign grid operators. The transmission has to follow the schedule format provided by the TSO as specified in item 2 of this Appendix. Schedules might be updated until 2.30 pm of the previous day. A separate schedule file shall be transmitted for each day. The schedules prepared must be complete and contain a balanced quarter hour performance of the balancing group. Schedules may be transmitted one month in advance at most.

- 1.3. The TSO will upload the schedules which were transmitted by the BRP in a correct format to the balancing group of the BRP according to item 1.2 of this Appendix. If differences as to the contents of two corresponding schedules are found, the TSO will inform the affected parties and request them to transmit amended schedules. The same shall apply if the corresponding schedule is missing, at first. If, in case of two corresponding schedules, the differences cannot be clarified, the schedule of the importing balancing group will form the basis for the operational handling and billing. Schedules without corresponding schedule will not be taken into account. The same shall apply if the corresponding schedule shows exclusively zero values.

This excludes:

- a. schedules from and to EEG balancing groups of the TSO where the schedule of the TSO takes precedence in the event of differences,
- b. schedules from and to energy exchange balancing groups where the schedule of the energy exchange takes precedence in the event of differences.

Chapter 12 of this Contract shall remain unaffected.

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The TSO verifies the operational feasibility of the booked schedules as a whole, in particular their effects on the grid safety. If the verification discloses a short-term congestion, Chapter 8.3 of this Contract shall apply.

If the BRP receives a positive feedback from the TSO regarding booked schedules in an "Intermediate Confirmation Report", they are binding for both contractual parties.

The same shall also apply to schedule changes as defined in item 1.4 and 1.5 of this Appendix. Upon request (by way of Status Request), the BRP will receive the current status of its schedules held by the TSO for the BRP's balancing group. The feedback on a Status Request will only be sent to communication address specified to the TSO.

- 1.4. Schedules within the TSO's control area and schedules applying across the control area between German control areas may additionally be changed after 2:30 pm of the previous day with minimum advance notice of one quarter hour to each quarter hour of each day. The TSO shall be entitled to reject changes of schedules across control areas, if the application of the changed schedules would result in congestion. Any rejection shall subsequently be justified by the TSO in text form. The TSO will receive schedule changes for the subsequent day between 2:30 pm and 6:00 pm of the previous day only and their receipt will be confirmed. Processing and harmonization of the schedules for the subsequent day will only start at the start time of the Intraday Phase of the following day at 6:00 pm of the preceding day.

In the event of schedule changes after 2:30 pm of the preceding day, the following restrictions apply additionally:

- a. EEG schedules may not be changed by the BRP.
- b. Schedules with foreign countries may only be changed under conditions ensuring the compliance with the regulations applicable in both countries.
- c. If corresponding schedules with differences are on file at the end, they will not be taken into account and the version of the last valid schedule will continue to be in effect. The same shall apply if the corresponding schedule includes zero values or is missing.

- 1.5. Additional, subsequent schedule changes until 4:00 pm of the working day following the day of the performance of the schedule shall be possible exclusively for internal schedules within the control area of the TSO.

Working days as used in this Contract means days from Monday to Friday, not including legal public holidays which are identified as public holiday in a minimum of one federal state. Christmas Eve (24/12) and New Year's Eve (31/12) are considered public holidays.

The following restrictions apply in addition to subsequent schedule changes:

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- a. EEG schedules may not be changed by the BRP.
 - b. If corresponding schedules with differences are on file in the end, they will not be taken into account and the version of the last valid schedule will continue to be in effect. The same shall apply if the corresponding schedule includes zero values or is missing.
- 1.6. In accordance with Chapter 26, sec. 3 StromNZV, the BRP will open its balancing groups as defined in Appendix 1 of this Contract for schedule transactions serving the provision of minute reserves.
 - 1.7. The TSO will receive the schedules by File Transfer Protocol (FTP) or via ISDN or by email. The time when the TSO receives the schedules is decisive for all cases.
 - 1.8. The contractual parties will immediately discuss the possibility of situation-oriented special solutions in the event of a failure of the systems used to prepare and transmit the schedules on the part of the BRP or of the systems used to receive and process the schedules on the part of the TSO.
 - 1.9. If the BRP repeatedly fails to comply with its obligation to provide binding and complete schedules until 2:30 pm of the previous day, the TSO may prohibit the possibility of a subsequent change of the schedules after a notice period of one day in advance.
 - 1.10. In the event of power plant feed-ins from a power plant unit with a physical electrical maximum capacity of ≥ 100 MW, which is allocated to a balancing group of this Contract, in whole or in part, the BRP shall ensure that the power plant usage plans for each of these power plant units will be submitted to the TSO until 2:30 pm of the previous day. After such a transmission, the power plant usage plans shall be updated immediately towards the TSO, in the event of a change. These schedules will serve to verify the grid safety and are not relevant for billing.
 - 1.11. Changes of the operative handling of schedules will exclusively be performed uniformly by all TSOs in Germany. Such shall be announced to the BRP within a minimum of 3 months prior to the date on which they take effect.

2. Schedule Format and Schedule Management

The ENTSO-E Scheduling System (ESS) shall be applied exclusively for booking schedules according to the regulations of the Balancing Group Contract. Any information necessary to implement the uniform ESS schedule format of German transmission system operators are published on the homepage of BDEW "www.bdew.de" and on ENTSO-E's homepage www.entsoe.eu. The process description prepared by German transmission system operators "Fahrplananmeldung in Deutschland [*Handling of Schedules in Germany*]", Version 2 of 01/12/2010, shall apply as a supplement (published on TSO's homepage).

3. Essential ESS Notifications from the TSO to the BRP:

Acknowledgement Report:

The Acknowledgement Report is the TSO's confirmation of receipt of a schedule file sent, i.e. only after the receipt of this file the BRP can expect that the TSO has received and formally verified the schedule file. The BRP must obligatorily assess the TSO's feedback in the Acknowledgement Report as the receipt of the Acknowledgement Report alone does not mean that the TSO has accepted the schedule file sent.

Anomaly Report:

Information on inconsistencies between individual schedules with regard to the relating counter-schedule (missing congruency).

Intermediate Confirmation Report:

Valid and counter-confirmed schedules forming the basis for the operations at the relating time and will be used for balancing group billing, if no other effective schedule changes are made subsequently.

Final Confirmation Report:

Confirmation of all schedules after the deadline of 4:00 pm at the next working day which are used for balancing group billing.

4. BRP's Option for Inquiries with the TSO:

Status Request:

Request for a status of all schedules booked by the BRP at the TSO.

5. Forecast Schedules:

If physical generation or consumption points are allocated to the balancing group, the BRP will book the schedules supplementary together with the following forecast schedules:

Production Schedules (FC-PROD) contain the sum of the capacities to be fed-in in the balancing group of this Contract for each quarter hour. The TSO uses these schedules for system planning and to verify the balancing group balance for the BRP and such are not relevant for billing.

Consumption Schedules (FC-CONS) constitute the forecast for the entire consumption of a balancing group for each quarter hour. The TSO uses these consumption schedules for system planning and to verify the balancing group balance for the BRP and such are not relevant for billing.

The balance from schedules relevant for billing and forecast schedules in one schedule file must always be zero for each quarter hour. Moreover, it is prohibited to sum up production schedules and consumption schedules.

Appendix 4

Definition of a “Power Plant Failure” within the meaning of Chapter 5 sec. 4 StromNZV

Definition of a Power Plant Failure

- stochastic, technical event interrupting the feed, in whole or in part, or rendering it impossible;
- feed-ins mean all feeds from power plants, including supplies or procurements through HGÜ [*High Voltage Direct Current Transmission*] connections and from pumped hydro storages, unless such are made and paid for based on the EEG.
- The “failed capacity” is the difference between the planned or actual capacity fed into the grid prior to the stochastic, technical event and the actual capacity fed-in after the stochastic technical event.

Examples:

- total failure of a power plant;
- partial failure of a power plant, e.g. due to the failure of a non-redundant sub-system;
- total or partial false start of power plants;
- failure of a HGÜ connection as well as failure of other coupling points to neighbouring grids in the domestic and foreign country, insofar as they affect feeds to the balancing groups;
- failure of a pumped storage hydro power station.

Note: Lack of primary energy or cooling water are normally not considered a stochastic, technical event.

Appendix 5

Sub Balancing Groups and Chain Allocation:

Sub balancing group:

Balancing group which allocates its deviations to another balancing group.

Main balancing group:

Balancing group which receives the deviation of a sub balancing group.

EIC Sub balancing group	EIC Main balancing group	Start of allocation	End of allocation

The Sub-BRP agrees that the balance of the balancing group (balancing group deviation) defined in Chapter 11.5 of this Contract will be handed over to the main balancing group for the purpose of billing balancing energy. The main balancing group manager also agrees to such allocation.

Place, date

Place, date

Sub Balancing Group Manager

Main Balancing Group Manager

.....

If the main balancing group is already a sub balancing group in another contractual agreement, the consent of the BRP of the balancing group to which the deviations of this balancing sub-group will be allocated in the end and in a manner relevant for billing, shall be required.

EIC billing-relevant balancing group:

Place, date

Balancing Group Manager of the balancing group relevant for billing

.....

The TSO consents to the allocation mentioned above.

Place, date

TSO

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Appendix 6

Allocation of Traders and Suppliers to the Balancing Group

By signing this document, the BRP declares towards the TSO that the traders and/or suppliers listed below who are not balancing group managers themselves, use a balancing group of the BRP of this Contract for managing schedule transactions (traders) or for the supply of end customers (suppliers).

Balancing Group EIC	Allocated traders / suppliers	Start of use	End of use

Place, date

Balancing Group Manager

.....

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Appendix 7

Minimum Contents of the Balancing Group Billing Document (Invoice / Credit Note)

The billing document must contain the obligatory information according to Chapter 14, sec. 4 UStG, to meet the requirements under VAT Laws. The treatment of material information is explained below.

Recipient:

Recipient of billing documents in hardcopy is exclusively the BRP of the balancing group to be billed or (by mail) the service provider engaged by the latter.

Sub balancing group managers will not receive any billing documents in hardcopy.

Subject Matter:

The commercial invoice/credit note document relates to one month of billing each and to only one balancing group to be billed.

Minimum contents

a) Formalities

- complete name and complete address of the entrepreneur providing the service (BIKO);
- complete name and complete address of the recipient of the service (BRP);
- VAT identification number or, if no such number has been issued, the tax ID of the company providing the service;
- at least in the event of credit notes by the BIKO: the VAT identification number or, if no such number has been issued, the tax ID of the company receiving the credit note (BRP) (may also be contained in invoices);
- Date of issue
- name of the receipt is always "invoice"; credit notes are identified by a negative invoice amount;
- invoice number;
- EU foreigners: application of the reverse charge process (net billing) and identification of the VAT identification number or, if no such number has been issued, the tax ID of BIKO and BRP; note on the transfer of the capacity as tax debtor;
- in the event of a third-party country: compliance with the local VAT laws (consideration of the individual case).

b) Re / Allocation Information:

- "Balancing Group Billing" or "Correction of a Balancing Group Billing";
- month of billing in the format YYYY/MM;
- balancing group EIC of the balancing group to be billed;
- general reference to the data transmitted electronically to the BRP according to MaBiS (no list, not referencing to time series / versions);
- sequence and placement are arbitrary.

c) Monthly Total / Amounts for the Balancing Group Billing (BGB)

- work: MWh including 6 decimal places;

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- separation of '000s for quantities and monetary amounts;
- identification of excess quantities of the balancing group by adding the term "excess";
- identification of shortfalls of the balancing group by adding the term "shortfall";
- monetary amounts in the legal currency: EUR (€);
- disclosure of the shortfall quantities (MWh) and of the monetary amount (net) for shortfalls;
- disclosure of the excess quantities (MWh) and of the monetary amount (net) for excess;
- disclosure of the balance of the shortfall quantities minus excess quantities (MWh);
- disclosure of the monetary amounts (net) for shortfall and excess quantities as well as of the sum of these two monetary amounts (net), broken down according to tax rates, if required, insofar and for as long as this is possible according to the legal provisions, in particular, those of VAT laws and their interpretation by the state financial authority competent for each TSO (BIKO); if such a disclosure is not permitted according to such laws, the presentation is made according to the legal requirements and, in particular, according to the requirements of the VAT laws as well as the interpretation by the state financial authorities mentioned above;
- disclosure of the VAT rate and disclosure of the VAT amount applicable to the tariff (net monetary amount);
- disclosure of the gross total;
- date of maturity / value date of invoice.

Monthly Total / Amounts for a Corrected Balancing Group Billing (CBGB)

- energy: MWh including 6 decimal places;
- separation of '000s for quantities and monetary amounts;
- identification of excess quantities of the balancing group by adding the term "excess";
- identification of shortfall quantities of the balancing group by adding the term "shortfall"
- monetary amounts in the legal currency: EUR (€);
- disclosure of the shortfall quantities (MWh) and of the monetary amount (net) for shortfalls for CBGB;
- disclosure of the excess quantities (MWh) and of the monetary amount (net) for excess for CBGB;
- disclosure of the balance of the shortfall quantities minus excess quantities (MWh) for CBGB;
- disclosure of the monetary amounts (net) for shortfall and excess quantities as well as of the sum of these two monetary amounts (net), broken down according to tax rate, if required, insofar and for as long as this is possible according to the legal provisions, in particular, those of VAT laws and their interpretation by the state financial authority competent for each TSO (BIKO). If such a disclosure is not permitted according to such laws, the presentation is made according to the legal requirements and, in particular, according to the requirements of the VAT laws as well as the interpretation by the state financial authorities mentioned above;
- disclosure of the invoice number of the BGB and of the invoice date of the BGB;
- disclosure of the shortfall quantities (MWh) and of the monetary amount (net) for shortfalls from the BGB receipt;
- disclosure of the excess quantities (MWh) and of the monetary amount (net) for excess from the BGB receipt;
- disclosure of the tariff (net monetary amount), broken down according to tax rates, if required, according to the legal requirements and their interpretation, if any, by the state financial authorities competent for each TSO (BIKO) from the BGB receipt;

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- disclosure of the difference amount (net) from CBGB minus BGB (Diff-CBGB-BGB);
- disclosure of the VAT rate and disclosure of the VAT amount applicable to the tariff (net monetary amount) for Diff-CBGB-BGB;
- disclosure of the gross total for Diff-CBGB-BGB;
- date of maturity / value date of invoice.

Informational Translation

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