

**APPENDICES TO EXHIBIT 2 – MAIN TERMS
SERVICE AGREEMENT (SA)**

**Vestforsyning Erhverv A/S
Gedmosen**

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APPENDIX 1 STANDARD SERVICES

In this Appendix, the Contractor shall describe the Standard Service. Contractor is required to perform Standard Service on a daily basis and whenever scheduled. The Standard Service comprises the WTGs, including the blades and any Associated Equipment, and shall at least contain the following:

1. Scheduled service:
 - a. Planning of scheduled service and maintenance. (Contractor shall give at least 30 days' notice to the Employer.)
 - b. Performance of scheduled service and maintenance according to the service manuals pertaining to the WTGs as issued by the manufacturer of the WTGs.
 - c. Arrangement for the delivery of high quality OEM consumables, spare parts and tools.
 - d. Oil sampling and analysis according to industry standard. Analysis to be sent to the Employer.
 - e. Standard software updates.
 - f. Reporting of service to energinet.dk as according to law.
 - g. All statutory inspections shall be included (including but not limited to lifts and pressure vessels).
2. Remote monitoring and failure response
 - a. Daily communication with the WTGs.
 - b. Remote monitoring 24/7/365.
 - c. Initiating, coordinating and performance of trouble shooting. After having monitored a Defect, Contractor has to:
 - i. Respond hereto immediately and take the necessary action in order to remedy the Defect.
 - ii. Organize skilled technicians, including any necessary spare parts, tools and equipment to perform the exchange or repair.
 - iii. Manage and exchange main components including any transport, crane, manpower and external assistance.
 - d. During the Term of the Agreement (SA)
 - e. Creation of an electronic and a physical logbook for the WTGs as according to law.
 - f. Error reporting to the Employer.
 - g. Technical support/hotline.
3. Monthly reporting

- a. Contractor is required to send a monthly report to Employer. The monthly report is described in Appendix 2 ("Format of monthly report").
- 4. Documentation and service manuals
 - a. All service manuals etc. are to be provided to Employer with undue delay as according to law and updates to these manuals must be provided when available.
- 5. Additional service
 - a. The Contractor shall involve the Employer in troubleshooting, inspections and ensure detailed documentation including pictures from inspections troubleshooting etc.

APPENDIX 2 FORMAT OF MONTHLY REPORT

At the end of each calendar month, Contractor is required to send a monthly report within the 10th day of the following month.

In this Appendix, the Contractor shall describe the contents such monthly report. The report has to contain at least the following:

1. Production
 - a. Monthly production (per WTG and Site).
 - b. Year to date production (per WTG and Site).
2. Availability
 - a. Monthly production (per WTG and Site).
 - b. Year to date production (per WTG and Site).
3. Service
 - a. Standard Service (finished/ongoing/planned for the next month/year)
 - b. Extra service (finished/ongoing/planned for the next month/year)
 - c. A list and description of faults and repairs including amounts and duration
4. WTG log.
5. List of installed main components such as gearbox, generator, transformer, main bearing with serial number and date of installation and in case the components are replaced the date of installation and information about the new part.
6. Results of oil analysis.

The report shall be of an easily electronically readable format and of a web-based interactive format.

**APPENDIX 3
ORDER FOR ADDITIONAL SERVICE**

[To be prepared by the Contractor]

**APPENDIX 4
HEALTH AND SAFETY PLAN**

[To be prepared by the Contractor]

**APPENDIX 5
PRICE AND PAYMENT PLAN**

The contractor shall state the Standard Service Fees for Service agreements of five (5), ten (10), fifteen (15) and twenty (20) years.

The Employer shall pay the Standard Service Fee to the Contractor quarterly in advance. The invoice may be issued, at the earliest, 30 calendar days before the beginning of the period concerned.

**APPENDIX 6
CONTRACTOR'S REQUIREMENTS AS TO SITE**

[To be prepared by the Contractor]

APPENDIX 7
CONTRACTOR'S REQUIREMENTS AS ELECTRICAL CONNECTIONS

[To be prepared by the Contractor]

APPENDIX 8 AVAILABILITY WARRANTY

The Contractor must prepare an Availability Warranty, including a formula on how to calculate the availability.

When evaluating the Availability Warranty offered by the contractor, the benchmark will be made against an energy-based warranty, warranting for 98 % Availability, such Availability calculation not including downtime or reduced production caused by Employer or third parties, for which the Contractor is not responsible, or caused by Force Majeure.

**APPENDIX 9
TERMINATION FEE**

[Applicable only in case of a term exceeding 5 years]

Pursuant to Clause 8.1 of the Agreement, Employer may terminate the Agreement for convenience by providing Contractor with 6 months' written notice to the end of a calendar year, subject to paying a Termination Fee to Contractor.

This Appendix sets out the size of this Termination Fee.

In the event of Employer's termination of the Agreement pursuant to 8.1 of the Agreement, Contractor is only entitled to the Termination Fee as stipulated in this Appendix. Contractor cannot put forward additional claims in relation to Employer's termination.

Employer may set-off any amount, which Employer is obliged to pay under the Agreement against any payments made by Employer to Contractor under the Agreement. Contractor is obliged to repay any surplus amount due to Employer within seven (7) days following Employer's set-off.

In relation to calculation of the Termination Fee, the first calendar year following the termination of the Agreement shall be considered year 1 after termination. The next subsequent calendar year shall be considered year 2 after termination etc.

| <i>Year after termination</i> | 1 | 2 | 3 | 4 | 5 | Subsequent years |
|--|-----|-----|-----|-----|-----|------------------|
| <i>Percentage (%) of the annual Standard Service Fee</i> | 15% | 10% | 10% | 10% | 10% | 0 |

The Employer shall under no circumstances pay Termination Fee subsequent to the expiry of the Agreement, i.e. if the Agreement expires before the end of year 5 after termination, the Employer shall only pay Termination Fee in accordance with the table above until the date of expiry of the Agreement.

APPENDIX 10
LIST OF APPROVED SUBCONTRACTORS

[To be prepared by the Contractor]

**APPENDIX 11
DOCUMENTATION PERTAINING TO THE SERVICES**

[To be prepared by the Contractor]

APPENDIX 12 OBLIGATIONS REGARDING EMPLOYEE RIGHTS AND CORPORATE SOCIAL RESPONSIBILITY

Code of Conduct of Vestforsyning Erhverv A/S

Vestforsyning Erhverv A/S engages in the infrastructure of society in the form of energy production and supply. We have a special corporate social responsibility and therefore want to set ambitious targets for our company policies in areas where we can contribute to a positive development.

We have a set of values, a vision and an objective on which we base our CSR policy and which encompass many of the issues which are normally included in the definition of CSR.

This Code of Conduct will be maintained through constructive dialogue and collaboration with our suppliers. The supplier is responsible for taking all measures necessary to ensure that he and his sub-suppliers (if any) comply with this Code of Conduct and any applicable local legislation. The supplier must pay all costs involved in complying with the Code of Conduct.

The supplier undertakes to demonstrate the following behaviour:

1. Laws and regulations
The supplier complies with national laws and regulations applicable in the areas of environment, occupational health and safety.
2. Safety at work
The supplier's employees do not carry out hazardous work without being properly protected through the introduction to and use of personal protective equipment. The supplier's facilities are in proper condition and offer sufficient light and ventilation.
3. The supplier makes sure that all machinery is properly maintained and shielded where it may pose a danger to the employees.
4. Health and working environment
The supplier takes action if an employee is subjected to physical punishment, threats of violence, sexual, psychological or verbal harassment or any other form of abuse in the workplace.
5. Forced labour
The supplier does not use forced or involuntary labour.

6. Child labour
The supplier respects children's rights to education and personal development. Children are not included in the supplier's portfolio of full-time employees. The supplier's workforce does not include children under the legal minimum age.
7. Discrimination
The supplier respects cultural differences and does not apply any form of discriminatory practice based on gender, age, nationality, race, religion and sexual orientation.
8. Education and training
The supplier ensures that the employees receive the education, training or instructions necessary for correct performance of their tasks.
9. Working hours
The supplier recognises the necessity for a healthy work-life balance for the employees.
10. Wages and salaries
Wages, salaries and overtime pay are in accordance with applicable national law. The supplier respects the minimum wage at all times, even in situations where a fine or sanction has been imposed on the company.
11. Holiday
The employees' right to take holiday complies with applicable national law.
12. Freedom of association
The supplier's employees have freedom of association.
13. External environment
The supplier acts in an environmentally responsible manner.
14. Exports and waste
In connection with exports, the supplier ensures that waste is handled in an environmentally responsible manner and that it is not dumped in nature.
15. Similarly, the supplier seeks to ensure that technologies protecting the environment and working environment are used and that the energy consumption related to waste handling is minimised.



VESTFORSYNING

16. The supplier can provide in writing the terms of delivery of the various waste types, including specific requirements for the quality of the quantities to be handled.

17. Audits

Vestforsyning Erhverv A/S may conduct announced audits at the supplier's premises and facilities to verify that the supplier complies with this Code of Conduct.