

Unofficial translation

Lease Agreement

between

Technical University of Denmark, DTU
Represented by DTU Wind Energy

and

Name [X wind turbine manufacturers]

concerning the lease of test stand no. 2 at the Høvsøre Test Centre

Lease Agreement

(Hereinafter the "Lease")

1. The Parties

Between Technical University of Denmark, DTU
Represented by DTU Wind Energy
Frederiksborgvej 399
DK-4000 Roskilde
(Hereinafter the "Lessor")

and Name:
CVR no.:
Address:
(Hereinafter the "Lessee")

concerning test stand no. 2 located at the Høvsøre Test Centre

2. Background of the Lease

The Danish National Test Centre for Large Wind Turbines situated at Høvsøre in the Municipality of Lemvig (the "Test Centre") is established on the basis of a Danish national planning directive of 25 May 2000 as well as a municipal plan supplement and a local plan (hereinafter jointly referred to as the "Planning Rules").

The Technical University of Denmark, DTU, is the owner, operator and operation manager of the Test Centre, where wind turbines of up to 165 m in height may be erected.

The purpose of the Test Centre is to give manufacturers of wind turbines the possibility to lease test stands for their own prototype wind turbines in order to carry out research, development and testing. DTU will further conduct own research at the Test Centre.

The Test Centre consists of five test stands, which are leased to wind turbine manufacturers for periods of varying duration. A description of the Test Centre and its facilities is included as **Appendix 1**.

This Lease is subject to the provisions and restrictions set out in the Planning Rules for the Test Centre, which must be observed by the Lessee at all times.

All costs and expenses for the operation and maintenance of the Test Centre are payable by the lessees of the test stands.

The purpose of this Lease is to govern the rights and obligations of the Lessor and the Lessee in connection with the lease of a test stand at the Test Centre and use of the Test Centre's facilities.

3. Location and scope of the leased test stand

- 3.1 The test stand leased hereunder (the "Test Stand") is test stand no. 2 at the Test Centre as indicated on the sketch map included as **Appendix 2**.
- 3.2 The Test Stand consists of an undeveloped area with the electricity infrastructure, etc. Cables with power grid connection (3 x 400 volts) have been installed at the stand, ensuring electricity supply for smaller tasks.
- 3.3 The Test Stand includes a test stand and a measuring mast. The Lessee will have access to roads and infrastructure, electricity supply, transformer station, etc., at the Test Centre.
- 3.4 The Lessor will provide the road access and space at the Test Stand necessary to ensure that the Lessee will be able to access and perform crane work on the Test Stand with heavy-duty trucks and cranes in accordance with the current

guidelines for works and the driving of motor vehicles at the Test Centre. The road and open spaces at the test stands are dimensioned for an axle load of 10 tons.

If it proves necessary for the Lessee to use adjacent land belonging to a third party/local land owners in connection with the erection or dismantling of the Lessee's wind turbines, it is the Lessee's own responsibility to enter into the necessary agreements with the relevant third party concerning the use of the said land and to pay all costs payable to such third party for the use in question. The Lessor will help the Lessee to get into contact with the relevant local land owners.

- 3.5 The Lessor will outfit the Test Centre with aviation obstruction lights.
- 3.6 If the Lessee wishes to take over the existing foundation on the Test Stand belonging to a former lessee, this is subject to agreement between the Lessee and such former lessee of the Test Stand. A transfer agreement must be concluded and the Lessor have received a copy hereof no later than two months after the signature of the Lease. The Lessee bears the risk of timely conclusion and performance of a transfer agreement with the former lessee with respect to the existing foundation. The Lessor will not be a party so such transfer agreement and cannot be held liable for any defects in the foundation, such as defective materials, etc. This Lease will remain unaffected by any non-compliance with such transfer agreement. In connection with the termination of this Lease, the Lessee will have an opportunity to make an agreement concerning the retransfer of the foundation to the new lessee of the Test Stand; see clause 20.2.

4. Commencement

- 4.1 This Lease will commence when signed by both parties, but not earlier than on the day after the expiry of the previous lease for the Test Stand, which expires on 30th September 2016.

5. Duration and termination

- 5.1 The Lease runs from the commencement of the Lease until [X date], on which date the Lease will expire without further notice.
- 5.2 This Lease may not be terminated by either party prior to the expiry date.

6. Use of the Test Stand

- 6.1 The Test Stand may only be used for the erection of the Lessee's own prototype wind turbines, which means either
- a) a wind turbine for the use of tests and demonstration in connection with the development of a new wind turbine certified according to Executive Order no. 73 of 25 January 2013 on the technical certification scheme of wind turbines, or
 - b) a wind turbine, rebuilt for test or demonstration, on which major new components are tested, according to section 8 of Executive Order no. 73 of 25 January 2013 on the technical certification scheme of wind turbines.

The wind turbine must be included in the test themes defined by the Lessee, which may contain all components of a wind turbine, specific parts or single components, such as an entire wind turbine, new turbine components, new wind turbine design, updates or changes to existing components and electronics, various validation and type certification tests, etc. The term prototype implies the performance of trials and tests which contain an element of novelty compared to the Lessee's knowledge about the erected wind turbine.

- 6.2 The Lessee is required to commence the erection of a prototype wind turbine on the Test Stand immediately after the commencement of the Lease. The work must be initiated and completed without undue delay.
- 6.3 If there is a period of 6 months or more between the Lessee's tests on the Test Stand, and if other wind turbine manufactures are waiting to test a prototype

wind turbine, the Lessee accepts that the Lessor is entitled to put the Lease on standby for the said period. The Lessor may require the Lessee's wind turbines to be dismantled at the Lessee's expense, and the Lessor is entitled to lease the Test Stand to a third party on similar lease terms if no other test stand at the Test Centre can be assigned to the third party in question. Upon expiry of the standby period, this Lease between the Lessee and the Lessor will continue on unchanged terms and the test stand will be returned to the Lessee, whereupon the Lessee may erect a new prototype wind turbine at its own expense.

- 6.4 The Lessee is also entitled to set up the necessary testing equipment, etc., on the Test Stand and freestanding facilities in the form of temporary containers placed in compliance with the provisions of the Planning Rules and subject to prior approval by the Lessor and the Municipality of Lemvig.
- 6.5 The Test Stand or the wind turbine erected on the Test Stand may not be subleased or lent either wholly or partly to any third party. See also clause 16.
- 6.6 The Test Stand may not be fenced in, not even by hedgerows.
- 6.7 The Lessee must accept that the Lessor has a right of way over the Test Stand. Other lessees of test stands have a right of way over the Test Stand in connection with the erection or dismantling of their own wind turbine, but only to the extent that this is unavoidable, and only subject to prior arrangement with the Lessee.
- 6.8 The Lessee must give the Lessor access to the control panel of the wind turbines erected on the Test Stand with the right to stop the wind turbine in case of emergency or in situations where the Lessor has tried unsuccessfully to make the Lessee stop the wind turbine. The Lessee will be notified if the Lessor stops the Lessee's wind turbine, and the Lessor will in each case explain in writing why it was necessary to stop the wind turbine.
- 6.9 The wind turbine may also be stopped according to prior arrangement with the Lessee in cases where this is briefly needed for noise level tests or other relevant tests that require such standstill. The Lessee must respect a request for such short-term standstill made by the Lessor or other lessees of test stands for

the purpose of such noise level tests. If the Lessee and the other lessees are unable to reach an agreement on a short-term standstill of the wind turbine, the relevant parties must contact the Lessor, who will decide the matter. The Lessee must comply with the Lessor's decision.

- 6.10 The Test Stand must otherwise be maintained in cleared condition and must appear in harmony with the Test Centre's other open spaces.
- 6.11 The Lessee must comply with the rules applicable from time to time concerning colour of the wind turbines erected on the Test Stand and related equipment and facilities, etc. In case there are no general rules for wind turbine colour, the DEA requirements for wind turbines under the Danish certification scheme (Executive Order no. 73 of 25 January 2013 on the technical certification scheme wind turbines) will apply, currently RAL 7035.
- 6.12 The Lessee may not display advertisements on the Test Stand or on the wind turbines erected on the Test Stand.
- 6.13 Wind turbines erected on the Test Stand must meet the regulatory requirements applicable in Denmark from time to time, including the applicable noise level standards. The wind turbine erected by the Lessee may as a general rule have a maximum noise emission of 105 db(A) and 107 dB(A) without significant pure sounds at a wind speed of 6 metres and 8 metres per second measured in accordance with the current Executive Order on noise from wind turbines.

7. Measuring masts and wind data, etc.

- 7.1 The Test Stand includes a right of use of the Test Stand's measuring mast, which belongs to the Lessor. Instrumentation of the measuring mast is carried out by the Lessor or by a third party at the request of the Lessor and by use of the Lessor's equipment. It may be agreed in exceptional circumstances that the Lessee may use its own sensors in the measuring mast, including a top-mounted and reference anemometer, provided they meet the Lessor's latest specifications for class, calibration and handling, or provided the Lessee can prove that any divergent specifications will not reduce measurement accuracy. In that case, the

Lessee must at its own expense establish a data connection between the sensors and the Lessee's data collection equipment independent of the Lessor's measuring system. The Lessee must further give the Lessor access to all data from the Lessee's sensors as well as to the calibrations applicable from time to time in an agreed manner. In case of wind measurements in the measuring mast wind turbine tests always have the highest priority. The Lessee must ensure that the Lessee's measurements do not interfere with other measurements. All costs connected with the use of the Lessee's own wind sensors are payable by the Lessee.

- 7.2 As a rule, the Lessee has no access to the measuring mast of the Test Stand, but the Lessee and the Lessor may enter into a separate written agreement concerning an on-call emergency service to ensure quick replacement of any defective instruments outside normal working hours. The on-call emergency service may include persons designated by the Lessee. All costs for such on-call emergency service are payable by the Lessee.
- 7.3 As a general rule, installation and maintenance works on the measuring mast of the Test Stand are carried out by the Lessor. However, the parties may agree in writing that the Lessee is allowed to carry out installation and maintenance works on its own wind sensors in the measuring mast; see clause 7.1.
- 7.4 The Lessor will make wind data from a top-mounted anemometer on the Test Stand's measuring mast as well as data for pressure, temperature and wind direction are available online to the Lessee. If the Lessee's own wind sensors and a top-mounted anemometer are installed on the Test Stand's measuring mast, the Lessee will make those measurements and data available online to the Lessor; see clause 7.1.
- 7.5 Wind data from all top-mounted anemometers on measuring masts in the Test Centre and the wind profile from the meteorological mast at the Test Centre are made available offline to the Lessee via database.

8. Common facilities, etc.

- 8.1 The Lessee will have access to a common building at the Test Centre. The Lessee will have access to a furnished office in the building with computer network access to measurements of the wind turbine erected by the Lessee and with a data connection to the measuring mast. The Lessor will provide an Internet connection to the common building and the wind turbine erected by the Lessee. The Lessee will further have access to a shared toilet and kitchenette. Subject to arrangement with the Lessor, the Lessee may have access to a meeting room for meetings with guests/customers of the Lessee at the Test Centre.
- 8.2 The Lessor has established display facilities in connection with the Test Centre. The Lessee is obliged to supply material in the form of at least one wall sheet for outdoor mounting with information about the Lessee and the wind turbine erected by the Lessee on the Test Stand.

9. State and condition of Test Stand and disclaimer

- 9.1 The Test Stand is leased as inspected by the Lessee and as found on the commencement date. The Lessor assumes no liability for the carrying capacity of the Test Stand. It is for the Lessee itself to ensure that the foundation of the Test Stand has the carrying capacity necessary for the wind turbines that will be erected by the Lessee. The Lessor will provide the Lessee with a report of 18 February 2002 on geotechnical studies conducted by Carl Bro A/S; see **Appendix 4**.

10. Payment of rent, etc. and other financial matters

10.1 Annual rent

- 10.1.1 The Lessee must pay an annual rent of DKK [x] for the lease of the Test Stand.
- 10.1.2 The annual rent is payable in advance on 5 January for the next year.

- 10.1.3 The annual rent will automatically be adjusted every year on the basis of the increase in the net price index published by Statistics Denmark. The annual adjustment will be based on the price index for the month of October compared to the same figures for the previous period, and the first adjustment will be made in the second calendar year after the commencement of the Lease. However, the annual adjustment of the rent will as a minimum be 2% per annum.
- 10.1.4 Furthermore, the annual rent will be adjusted in case of changes in the taxes and charges applicable to the Test Stand and payable by the Lessor. The adjustment will be effective from the date such change takes effect and will be included in the next annual rent.

10.2 Operating contribution

- 10.2.1 The Lessee must pay an annual operating contribution to the Lessor determined on the basis of the current operating and maintenance budget to finance the costs of operation and maintenance of the Test Centre, as approved upon recommendation from the Høvsøre Steering Committee; see clause 12. The Lessee must pay 1/5 of the total operating costs in accordance with the annual accounts adopted upon recommendation from the Høvsøre Steering Committee; see clause 12.
- 10.2.2 The operating contribution will be collected by the Lessor once a year for the previous year and is due for payment 30 days after receipt of the demand.
- 10.3 If the first lease period does not cover a full calendar year, a proportionate share of the annual rent and operating contribution equivalent to the part of the calendar year which the first leasing period covers will be charged. The share of the annual rent is payable to the Lessor not later than 30 days before the date of commencement of the Lease.
- 10.4 All costs incidental to changes in the height of the measuring mast on the Test Stand are payable by the Lessee.

- 10.5 The Lessee must pay 1/5 of the Test Centre's total consumption of electricity. This expense is collected as part of the operation and maintenance costs.
- 10.6 All outstanding accounts between the Lessee and the power company concerning payment for the electricity produced by the wind turbine are of no concern to the Lessor.
- 10.7 The revenue from the wind turbine's electricity generation during the wind turbine's placement at the Test Centre will accrue to the Lessee. The Lessee cannot raise any claims against the Lessor as a result of lack of electricity generation unless such lack of electricity generation is of significant extent and is due to material breach of this Lease and circumstances attributable to gross negligence on the part of the Lessor; see also clause 15.7.
- 10.8 The rent, the operating contribution and other mandatory payments under this Lease and its appendices are subject to VAT at the rate applicable from time to time.
- 10.9 All amounts payable by the Lessee to the Lessor must be paid by transfer into an account assigned by the Lessor.
- 10.10 All payments to be made under this Lease and its appendices are mandatory payments under the Lease.
- 10.11 Taxes and charges on the actual lot are payable by the Lessor, while any other taxes and charges payable on the wind turbines erected by the Lessee on the lot, operation, etc. are payable by the Lessee and are of no concern to the Lessor.

11. Deposit

- 11.1 The Lessee must pay to the Lessor a cash deposit equivalent to nine months' rent and nine months' budgeted operating contribution not later than 30 days

before the date of commencement of the Lease. The Lessor can decide to adjust the deposit annually in line with the adjustment of the annual rent and the operating contribution; see clause 10.

- 11.2 The deposit constitutes security for any claim which the Lessor may have against the Lessee under this Lease. No interest will be paid on the deposit.

12. The Høvsøre Steering Committee

- 12.1 In relation to the Test Centre, a Steering Committee (the "Høvsøre Steering Committee") has been set up composed of all the lessees of the test stands at the Test Centre and the Lessor. During the term of the Lease, the Lessee is obliged to be an active member of the Steering Committee. The purpose of the Steering Committee is:

- (a) To function as a forum of discussion for the lessees of the test stands at the Test Centre and the Lessor.
- (b) To help ensure that all lessees of test stands at the Test Centre contribute to a lawful and safe use of the Test Centre.
- (c) To recommend the annual operating and maintenance budget prepared by the Lessor as well as operating and maintenance plans for the Test Centre for approval to DTU's Rector's Office/the department director. This is to ensure that the Lessor can operate and maintain the Test Centre effectively so that it at all times appears in a good state of maintenance and repair and meets all requirements for the Test Centre, including the requirements laid down in the Planning Rules for the Test Centre. The Test Centre must be operated and maintained in a manner that at all times allows for research, development and testing of wind turbines and new wind turbine technology to be carried out on all of the Test Centre's test stands.
- (d) To recommend the financial statements prepared by the Lessor for approval to DTU's Rector's Office/the department director.

- 12.3 The Lessor calls in the lessees to meetings in the Høvsøre Steering Committee and the Lessor also acts as chairman of such meetings.

12.4 Membership of the Høvsøre Steering Committee ceases with the expiry of this Lease.

13. Research obligation, etc.

13.1 The Lessee is entitled and obliged as part of this Lease to use the prototype wind turbine erected from time to time on the Test Stand for testing activities, etc., in accordance with the testing and research project/programme within the field of wind energy and related areas described by the owner in connection with the invitation of tenders for lease of the test stand, as described in **Appendix 5**. When the research project/programme described in Appendix 5 has been completed, the Lessee is obliged to initiate new testing and research projects/programmes of prototype windmills. The Lessee is thus prohibited from using the wind turbine erected on the Test Stand entirely as a production wind turbine. The Lessee's failure to comply with the research project/programme specified in Appendix 5 as well as the subsequent use of the Test Stand for testing activities, etc., of prototype wind turbines will constitute a material breach of this Lease; see clause 18.1.

13.2 The Lessee must every year prepare a written report concerning the previous period's research, development and test activities in order to fulfil the obligation in clause 13.1. The written reports must be sent to the Lessor not later than one month after the Lessee's presentation of its annual report. The reports must mainly outline the research, development and test activities performed. The report must indicate which test themes are expected to be carried out in the next one-year period, during the term of the Lease, or during the remaining term of the Lease, if less than one year. The reports are confidential and may not be made open to the public or disclosed by the Lessor to any third party, unless such disclosure is made as part of the enforcement of the Lessee's obligations under this Lease or in accordance with the Public Administration Act. The report must contain:

- Identification of the wind turbine erected on the Test Stand
- Description of the completed test themes; see clause 13.1
- Description of planned research, development and test themes.

14. Activities before and after the erection of wind turbines on the Test Stand

14.1 Activities before the erection of a wind turbine on the test stand

- 14.1.1 Prior to the commencement of the Lease, the Lessee must submit a test plan to the Lessor containing information about the tests, etc., which are contemplated to be run on the wind turbine erected by the Lessee, which fulfils the conditions for the use of the Test Stand set out in this Lease.
- 14.1.2 The Lessee provides the Lessor with a user manual and safety regulations for the Lessee's wind turbine(s).
- 14.1.3 The Lessee provides the Lessor with a key that gives access to the wind turbine and remote control of the wind turbine.
- 14.1.4 The Lessee and the Lessor will jointly go through the Lessor's current safety regulations for work at the Test Centre and the Lessee's current safety regulations for the wind turbine the Lessee wishes to erect on the Test Stand. In case of conflict between the safety regulations, the parts will decide which specific safety regulations will apply to the Lessee and the Test Stand, provided that the safety regulations for the Test Centre have precedence. The Lessor's current safety regulations are included as **Appendix 6**. The Lessee's safety regulations for the wind turbine are included as **Appendix 7**.
- 14.1.5 Before erecting the wind turbine, the Lessee must send the Lessor all necessary documentation showing that the wind turbines that will be erected on the Test Stand meet the regulatory requirements in force from time to time in Denmark, such as approvals and certificates, etc., as well as information about the expected noise emission. Material sent in paper form must be sent in three copies. The documentation must be received by the Lessor in due time before the planned erection so that the planning permission can be obtained in good time.

- 14.1.6 The Lessor will on behalf of the Lessee apply for a planning permission from the Municipality of Lemvig and for environmental approval. Although the Lessor will take care of practical matters concerning the procuring of planning permission and environmental approval, the Lessee has the sole responsibility for obtaining such permission and approval and for observing the requirements for their issue. The Lessor thus only undertakes to forward the Lessee's material to the said authorities without unnecessary delay.
- 14.1.7 The Lessee must at its own expense and risk arrange for the establishment of a foundation as well as for transportation and erection of the wind turbine and its connection to the grid. The Lessee must provide the Lessor with a time schedule for the said activities.
- 14.1.8 The Lessee must adhere to the current requirements for the Test Centre under the Planning Rules; see **Appendix 8**.
- 14.1.9 By signing this Lease, the Lessee represents and warrants that any wind turbine erected on the test stand is, both during erection and operation, in accordance with the description of the wind turbine forming the basis of a valid regulatory approval for the same.
- 14.1.10 The Lessee must not later than five weeks prior to the erection of a wind turbine or in case of change of hub height inform the Lessor of the date and time on which the Lessee will carry out the erection or change the hub height as well as of the maximum height of the wing tip so that the Lessor can plan, prepare and, at an agreed time, adjust the height of the relevant measuring mast.
- 14.1.11 If the Lessee is not already a party to the agreement with NOE Energi A/S, it is a condition for the conclusion of this Lease that the Lessee enters into the "Agreement on Grid Connection Facility" concluded on 29 April 2002 between NOE Energi A/S, the Lessor and the other manufacturers who are lessees of test stands at the Test Centre; see **Appendix 9**. The Lessee thereby assumes all obligations to contribute to the financing of the grid connection and will receive payment for its electricity production.

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14.2 Activities after the erection of wind turbine on the Test Stand

- 14.2.1 The Lessee must document to the Lessor that test activities as well as the agreed test and research activities are conducted on the Test Stand ; see clause 13.
- 14.2.2 It is the Lessee's sole responsibility to ensure that regulatory requirements for the wind turbine and the work related to the wind turbine are adhered to during the entire term of this Lease.
- 14.2.3 The Lessee must inform the Lessor in advance of any work carried out by the Lessee or any third party on behalf of the Lessee on the wind turbine or a measuring mast; see clause 7.
- 14.2.4 The Lessee must keep the wind turbine in safe and secure condition, including perform service checks during the test period.
- 14.2.5 The Lessee must adhere to the current requirements for the Test Centre under the Planning Rules; see Appendix 8.
- 14.2.6 The Lessee must carry out noise level tests as soon as the wind turbine is put into operation and in case of modifications of the wind turbine which affect the noise emission. Results must be reported back to the Lessor immediately upon completion of such test. The Lessee has the main responsibility for ensuring that the rules applying to noise from wind turbines at the Test Centre are complied with in overall terms. To ensure compliance of the relevant requirements, the Lessor may demand that the Lessee undertake measures to reduce the noise contribution or that the Lessee's wind turbine is brought to a standstill.
- 14.2.7 It is a requirement for the Test Centre that shadow flicker may not exceed 10 hours per year for any single neighbour; see Appendix 8.
- 14.2.8 Dismantling of the wind turbine must be carried out according to prior agreement with the Lessor. The Lessee dismantles the wind turbine at his own cost. The Lessee must deregister the wind turbine from the power grid if no new wind turbine is erected on the test stand.

- 14.2.9 The Lessee must adhere to the current EMC (Electromagnetic Compatibility) requirements in order to ensure that the Lessee does not disturb other wind turbines or testing equipment at the Test Centre.

15 Liability and insurance

- 15.1 During the term of this Lease, the Lessee has full responsibility and liability for the Test Stand and the wind turbine erected on the site as well as the related equipment belonging to the Lessee. The Lessee bears the risk of accidental destruction of the wind turbine erected by the Lessee, vandalism, fire, storm, etc.
- 15.2 The Lessee is liable for damages under the general rules of Danish law.
- 15.3 In case of damage to the Lessor's instrumentation and/or installations, buildings, equipment, etc., caused by the Lessee or any third party carrying out work for the Lessee, or in case of damage to the Test Centre's roads or other areas, the Lessor will repair the damage at the Lessee's expense. The Lessor is entitled to demand prepayment from the Lessee to cover the remedy costs.
- 15.4 The Lessor is not liable for any damage brought upon the Lessee by other lessees of the test stands at the Test Centre or by any third party.
- 15.5 The Lessee is liable to pay damages for any acts or omissions giving rise to such liability on the Lessee's part vis-à-vis any of the other lessees of test stands at the Test Centre.
- 15.6 The Lessee must take out industrial property insurance or a similar type of insurance for the wind turbine erected by the Lessee and the related equipment, etc. The insurance must include third-party liability cover which covers liability to pay damages incurred as a result of damage caused to any third party or third-party property during the erection or use of the wind turbine, with effect from the commencement of this Lease. The Lessee must prior to the commencement of this Lease submit documentation to the Lessor proving that all the necessary insurance policies have been taken out.

- 15.7 The Lessor is liable for damages under the general rules of Danish law. However, the Lessor's liability for damages is limited to an aggregate maximum of DKK 1 million. The Lessor is not liable for any loss of profits or any other indirect or consequential loss, such as delays in development or missing measurements.
- 15.8 If the Lessee's wind turbines or equipment etc. are damaged by the Lessor or any third party carrying out work for the Lessor, the Lessee or the Lessor will repair the damage at the expense of the Lessor subject to agreement between the parties, provided that the amount of the repair costs must be approved prior to the commencement of such repair work.
- 15.9 The Lessee's as well as the Lessor's employees and any third party present in the Test Centre by agreement with the Lessee or the Lessor must observe the Lessee's operating and safety regulations concerning the erected wind turbine (Appendix 7), the Lessor's safety regulations for work performed at the Test Centre (Appendix 8) and any other safety regulations agreed between the Lessee and the Lessor.

16 Right of assignment, subletting and transfer to third party, etc.

- 16.1 The Lessee is not entitled to assign this Lease, nor is the Lessee entitled to sublet or lend the Test Stand or part thereof to another user.
- 16.2 The Lessee is not entitled, either, to assign any other of its rights or obligations under this Lease to any third party, whether in whole or in part.
- 16.3 The Lessor is entitled to assign its rights and obligations under this Lease to a third party.
- 16.4 The Lessee may not mortgage this Lease either in whole or in part.

17 Confidentiality

- 17.1 The Lessee and the Lessee's staff must observe silence with respect to information etc. concerning the circumstances of the other lessees of test stands and the Lessor obtained in connection with this Lease and in connection with their presence in the Test Centre, participation in the Høvsøre Steering Committee, etc; see also section 19 of the Danish Marketing Practices Act concerning business secrets and technical drawings, etc.
- 17.2 The Lessor and the Lessor's staff must also observe silence with respect to information etc. concerning the circumstances of the Lessee obtained in connection with this Lease and in connection with their presence in the Test Centre, participation in the Høvsøre Steering Committee, etc.; see also section 19 of the Danish Marketing Practices Act concerning business secrets and technical drawings. However, this does not apply where such disclosure is required in connection with the Lessor's enforcement of the Lessee's performance of its obligations under this Lease and its appendices or where the Lessee has consented to the disclosure of such information or where this follows from the provisions of the Public Administration Act; see also clause 17.3.
- 17.3 However, the Lessor is not obliged to observe silence with respect to information concerning the Lessee's research, development and testing activities, etc.; see clause 13 and Appendix 5, which
- was already in the public domain when the Lessor received or gained access to the information,
 - has been placed in the public domain after the Lessor's receipt of or access to the information, provided this is not due to the Lessor's breach of this Lease,
 - was already lawfully in the Lessor's possession when the Lessor received or gained access to the information, or
 - which the Lessor lawfully and without restrictions has received from a third party after the Lessor received or gained access to the information – provided that the third party in question in its own right was entitled without restrictions to disclose the relevant information and/or material to the Lessor

- the Lessor itself, independently of the information, has developed.

- 17.4 Test results concerning the wind turbines erected by the Lessee belong to the Lessee and are confidential. The Lessee and the Lessor may enter into a separate agreement according to which the Lessee makes its results available to a group of named employees of the Lessor according to agreement with the Lessee. It is a condition for such an agreement that the named employees sign a declaration of secrecy stating that they will observe the provisions in section 19 of the Marketing Practices Act and section 27 of the Public Administration Act. The Lessor may not publicise results from the Lessee's tests without prior written permission from the Lessee. See also clause 13.
- 17.5 The Lessor may freely use and publicise all meteorological readings taken in connection with tests etc.

18 Breach

- 18.1 In the event that the Lessee fails to pay the rent or any other charge or payment under this Lease and its appendices despite written demand for payment for more than 10 workdays from the due date, the Lessor is entitled to terminate the Lease immediately and without further notice, in which case the Lessee must vacate and restore the Test Stand immediately and without compensation within a time limit set by the Lessor; see clause 20.
- 18.2 In the event of any other material breach of this Lease and its appendices on the part of the Lessee, including the completion of the research project/programme described in Appendix 5 as well as any subsequent test and research activities to be conducted by the Lessee; see clause 13.1, and where the Lessee fails to remedy such breach within 30 days after having been required to do so by written notice, the Lessor is also entitled to terminate this Lease immediately and without further notice, in which case the Lessee is must vacate and restore the test stand immediately and without compensation within a time limit set by the Lessor; see clause 20.

18.3 The Lessee must in all cases indemnify the Lessor from any loss incurred by the Lessor as a result of such breach in accordance with the general rules of Danish law.

18.4 A material breach of this Lease will be deemed to be specifically, but not exhaustively, non-performance of measurements.

19. Force majeure

19.1 None of the parties may be deemed liable to the other party where such liability is caused by circumstances beyond the control of the party in question and which the party could not reasonably be expected to take into consideration at the time of conclusion of this Lease. Events which exempt a party from liability are for example fire, natural disasters, including floods, stroke of lightning, public intervention, prolonged power grid failure and picketing.

19.2 The party wishing to claim force majeure must without undue delay inform the other party in writing of the occurrence and end of such event. The party who is prevented from performing its obligations must use its best efforts to overcome the obstacle as quickly as possible and perform its obligations under the Lease.

20. Vacation and restoration of the Test Stand

20.1 By the time of expiry of this Lease, for whatever reason, the Lessee must have removed the wind turbine erected by the Lessee, equipment, etc. and must at its own cost have removed the foundation and restored the Test Stand. Restoration of the Test Stand means that the foundation and other added material must be completely removed and the original topography must be recreated by filling up with clean materials as agreed with the Lessor. However, the Lessee may make other arrangements with the Lessor, for example if the Lessee wishes to enter into a new lease for the Test Stand. The Test Stand must be delivered up in cleared and restored condition on the date of expiry of this Lease (the "Expiry Date").

- 20.2 If a new lessee of the Test Stand wishes to take over the existing foundation on the Test Stand, this may be agreed between the Lessee and the new lessee. A transfer agreement must be concluded not later than 30 days before the date of commencement of the new lease and a copy of the agreement must be provided to the Lessor. Together with the Lessee and the new lessee, the Lessor will seek to reach the overall cheapest solution with respect to a prospective lessee's use of the existing foundation. The Lessor will not be a party to such transfer agreement and cannot be held liable for any defects in the foundation, such as defective materials, etc. This Lessee is fully liable for the new lessee's lawful performance of its obligations under such transfer agreement
- 20.3 The Lessee must in good time and not later than three months before the expiry of the Lease call a meeting by written notice to the Lessor in order to agree on a plan for clearing and re-establishing the Test Stand.
- 20.4 Not later than on the Expiry Date, the Lessee and the Lessor will make a joint inspection, called by the Lessor, of the Test Stand (the "Exit Inspection") for the purpose of determining whether the Test Stand is returned in cleared and otherwise agreed condition. At the end of the Exit Inspection, the Lessee must return all keys to the common building and office space, etc., to the Lessor, and the Lessor will then draw up a vacation report for the vacated Test Stand and send it to the Lessee.
- 20.5 If by the Expiry Date the Test Stand has not been cleared and restored as agreed and this is not due to circumstances attributable to the Lessor, the Lessee must also pay an amount equivalent to a proportionate rent etc. for the period until the restoration work has been completed. If the Lessee has not cleared and restored the area within one month following the Expiry Date, Lessor is entitled to clear and restore the area at Lessee's expense.

21. General provisions

- 21.1 The Lessor is at all times entitled to gain access to the Test Stand leased under this Lease.

- 21.2 This Lease is subject to the current Planning Rules (Appendix 8) for the Test Centre, which must be adhered to by the Lessee at all times. The Lessee must further observe the public law regulations for the Test Centre in force from time to time.
- 21.3 The Lessee and the Lessor agree that this Lease is not subject to the Danish Business Lease Act as the subject matter of the Lease is only an undeveloped piece of land without any actual structural demarcation, and the parties agree that access to the common facilities at the Test Centre has marginal scope, character and value only and does not imply that this Lease falls within the Act.

22. Conditions

- 22.1 On the part of the Lessor, this Lease is subject to the following condition; see clause 14.1.11:
- a) That the Lessee not later than at the time of conclusion of this Lease enters into the "Agreement on Connection to Electrical Systems" concluded on 29 April 2002 between NOE Energi A/S, the Lessor and the other manufacturers who are lessees of test stands at the Test Centre.
- 22.2 If the condition in clause 22.1 cannot be fulfilled, the Lessor is entitled to inform the Lessee in writing that the Lessor wishes to rescind the Lease without the Lessee being able to hold the Lessor liable or raise any claims against the Lessor, except possibly for the repayment of certain amounts paid under the Lease, and the Test Stand must be returned to the Lessor in the same state and condition as at the commencement of the Lease, unless the parties agree otherwise.

23. Disputes

- 23.1 The Lease is subject to Danish Law. In case of dispute between the parties arising out of or in connection with the Lease and its appendices, the parties

must initiate negotiations for the purpose of resolving such dispute. If necessary, the negotiations must be referred to a higher level in the parties' organisations.

- 23.2 If the parties are unable to settle their dispute by negotiation, the parties must seek to reach an agreement on the joint appointment of an independent expert to act as mediator, who can mediate and make none-binding recommendations to resolve the dispute.
- 23.3 If the above attempts have failed, the Lessor may at its own choice either bring the dispute before the ordinary courts of law with venue in Copenhagen, or request the dispute to be settled finally and conclusively by arbitration according to the "Rules of Arbitration Procedure of the Danish Institute of Arbitration". Matters concerning the collection of unpaid claims must be brought before the ordinary courts of law.
- 23.4 If the dispute is to be settled by arbitration, the arbitral tribunal will be appointed by the Institute of Arbitration in accordance with the above-mentioned rules. The claimant may in its statement of claim propose candidates for appointment as its arbitrator, while the respondent in its statement of defence may propose candidates for appointment as its arbitrator. The third arbitrator, who is the chairman of the arbitral tribunal, will be proposed by the Danish Institute of Arbitration, unless the parties jointly propose a chairman prior to the deadline for submission of the respondent's statement of defence. The agreed place of arbitration is Copenhagen.

24. Changes

- 24.1 Changes of this Lease require a written agreement between the parties signed by duly authorised representatives of the parties.

25. Language

- 25.1 The language of the Lease is Danish.

26. Signatures

- 26.1 This Lease is signed by the Lessor and the Lessee in two original copies, of which each party receives one copy.

27. Appendices

- 27.1 The Lease has the following appendices, which form an integral part of the contractual basis and thus the terms of the Lease:

- Appendix 1: Description of the Test Centre for large wind turbines at Høvsøre
- Appendix 2: Sketch map with indication of the test stand which is leased to the Lessee
- Appendix 3: [not applicable]
- Appendix 4: Geotechnical studies, dated 18 February 2002, carried out by Carl Bro A/S
- Appendix 5: Description of the Lessee's research project/programme
- Appendix 6: Lessor's safety regulations for work at the Høvsøre Test Centre
- Appendix 7: Lessee's operating and safety regulations for the erected wind turbine
- Appendix 8: Summary of Environmental Impact Assessment, Danish national planning directive, municipal plan supplement, local plan, EIA permit, etc., The Danish Ministry of the Environment, June 2000.
- Appendix 9: "Agreement on Grid Connection Facility" concluded on 29 April 2002 between NOE Energi A/S, the Lessor and the other manufacturers who are lessees of the test stands at the Test Centre.

Comment [Iarn2]: Overvej

Date:

Date:

For the Lessor,
Technical University of Denmark, DTU:

For the Lessee,
[name]
