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To the Director	(124)	the attached original documents or copy thereof.	
Name of conveying party(ies):	102908815	Name and address of receiving party(ies):	1
Pacific Solar Pty Limited		Name: Armson Nominees Pty Limited Internal Address:	
2) Armson Nominees Pty Limite	ed	internal Address.	
Additional name(s) of conveying party(ies) atta	ched? Yes [ ] No [X]	Street Address: 153 Second Avenue	Augtralia
3. Nature of conveyance:		Royston Park, SA 5070,	Australia
[ ] Assignment	[] Merger	Additional name(s) & address(es) attached? [ ] Yes [ ]	-
	[ ] Change of Name	OP S	
[X] Other : License Agreeme	ent	DPR/	0
Execution Date:March 11, 2004	<u>L</u>	OPR/FIN	
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4. Application number(s) or patent	t number(s):	CE Z	
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09/786,098		Director of the U.S. Patents & Trademarks Office, Mail St Recordation Services, P.O. Box 1450, Alexandria, VA 22	top Assignment
10/276,386		on <u>December 17, 2004</u>	
10/332,003		Dated: December 17, 2004  C. Bruce Hamburg	
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	Additional numbers attach	ed? [] Yes [X] No	
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Name: <u>C. Bruce Hamburg, Esq.</u>	whom correspondence e mailed:	6. Total number of applications and	3
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### **NOTARIAL CERTIFICATE**

TO ALL TO WHOM THESE PRESENTS SHALL COME I, FRANCIS LAURENCE LEVY of 210A Burwood Road, Burwood in the State of New South Wales, Commonwealth of Australia, Notary Public, duly authorised, admitted and sworn, residing and practising in the City of Sydney in the said State, DO HEREBY CERTIFY AND ATTEST that, having sighted the original Licence Agreement Assignment between PACIFIC SOLAR PTY LIMITED and ARMSON NOMINEES PTY LIMITED dated 11 March 2004, the document annexed hereto is a true and accurate photocopy of the original document of which it purports to be a copy, such photocopy being complete in every detail.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary Public, have hereunto subscribed my name and affixed my Seal of Office at Sydney, Australia aforesaid this sixth day of September in the Year Two Thousand and Four.

FRANCIS LAURENCE LEVY
Notary Public
Sydney
New South Wales
AUSTRALIA

Pacific Solar Pty Limited

and

Armson Nominees Pty Ltd

The Chifley Tower 2 Chifley Square Sydney NSW 2000 Tel 61 2 9230 4000 Fax 61 2 9230 5333 www.aar.com.au

Copyright Allens Arthur Robinson 2004

A.

## **Table of Contents**

1.	Definitions and interpretation	3
	1.1 Definitions	3
	1.2 Interpretation	4
2.	Licence	4
	2.1 Licence	4
	2.2 Exploitation of Inverters and Mounts	5
	2.3 Licence Fee	5
	2.4 Payments	5
•	2.5 Records	5
3.	Ownership of Patents & Improvements	5
4.	Register SES Interest	6
5.	Maintenance of Patents	6
6.	SES Future Rights	6
<b>7.</b>	Sub License	6
8.	Costs	6
9.	Branding	7
10.	Confidentiality	7
11.	Limitation of Liability	· <b>7</b>
12.	Warranties	7
13.	Termination	8
	13.1 General	8
	13.2 Accrued rights	8
14.	Dispute resolution	8
	14.1 Application of Procedure	8
	14.2 Resolution Procedures	8
	14.3 Notice of Dispute 14.4 Negotiation	8
	14.5 Expert Determination	9
15.	GST	10
	15.1 Definitions	10
	15.2 GST	10
	15.3 Additional information	11
16.	Relationship of parties	11
17.	Further assurances	11
18.	Walver	11
19.	Entire agreement	11

mjos S0111283186v3 201128633 3.3.2004

Page (i)

20.	Notices	11
21.	Amendment	12
22.	Assignment	12
23.	Counterparts	12
24.	Governing law and jurisdiction	13

mjos S0111283186v3 201128633 3.3.2004

Page (ii)

Date	11th March 2004
Parties	
1.	PACIFIC SOLAR PTY LIMITED (ACN 067 478 666) of 82-86 Bay Street Botany, Sydney New South Wales ( <i>PSL</i> ).
2.	ARMSON NOMINEES PTY LIMITED (ACN 577 221 248) trading as SWISS ELEC SOLAR of 153 Second Avenue, Royston Park, SA 5070 (SES).
Recitals	
Α	PSL legally and beneficially owns Patents, intellectual property rights and know how embodied in or related to its Plug & Power product.
В	SES wishes to licence the Patents and the Intellectual Property Rights from PSL to commercially exploit the Patents and the Intellectual Property Rights globally and to carry out further research and development (R&D) on the Plug & Power product.
С	PSL has agreed to licence the Patents and the Intellectual Property Rights to SES in accordance with the terms and conditions of this Agreement.

It is agreed as follows.

#### 1. **Definitions and interpretation**

#### 1.1 **Definitions**

The following definitions apply unless the context requires otherwise.

Business Day means a week day on which banks are open in Sydney.

Commencement Date means the date of this Agreement.

Expert means an expert appointed under clause 14.

Expert Determination Rules means the rules set out in schedule 1.

Expiry Date means the day on which the last expiring Patent expires.

Improvements means an improvement referred to in clause 3(b).

Intellectual Property Rights means all intellectual property rights in or relating to the Plug & Power product, not including the Patents but including:

- copyright, rights in circuit layouts, factory designs, process layouts, registered designs, (a) trade marks, know how and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in (a); and
- includes, without limitation, the intellectual property rights set out in schedule 3. (c)

Inverter means an IPC2 micro inverter based on the technology the subject of the Patents.

Licence means the licence granted by PSL to SES under clause 2.1.

Licence Fee means the fee calculated according to clause 2.3(a).

Licence Period means the period from the Commencement Date to the Expiry Date.

Mounts means the roofing mounts based on the technology the subject of the Patents.

Payment Date in respect of a Quarter means a day no later than 30 days after the end of the Quarter.

**Patents** means the patents and patent applications set out in schedule 2.

Plug & Power product means a modular grid connected photovoltaic energy system based on the Patents and the Intellectual Property Rights of PSL and including solar panels not based on the Patents and the Intellectual Property Rights.

Quarter means in each calendar year, each of the periods from 1 January to 31 March, 1 April to 30 June, 1 July to 30 September, and 1 October to 31 December.

Related Body Corporate has the definition in section 9, Corporations Act 2001 (Cth).

Sales Revenue means the revenue received from all sales of Plug & Power products made by SES or by parties licensed by SES to sell Plug & Power products.

#### 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- The singular includes the plural and conversely. (a)
- **(b)** A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a Clause or Annexure is a reference to a clause of, or annexure to this Agreement.
- A reference to conduct includes, without limitation, an omission, statement and (e) undertaking, whether or not in writing.
- **(f)** A reference to dollars and \$ is to Australian currency.
- A reference to dates and time are to Sydney, New South Wales, Australia time. (g)

#### 2. Licence

#### 2.1 Licence

In consideration for SES's promise to pay the Licence Fee, PSL grants SES for the Licence Period an exclusive right throughout the world to exploit, subject to clause 2.2, the Patents and exercise the Intellectual Property Rights for the purpose of:

- commercially exploiting the Patents and the Intellectual Property Rights including (a) manufacturing Inverters and Mounts; and
- the making, developing or discovering of Improvements. (b)

## Exploitation of Inverters and Mounts

- SES acknowledges that the Licence does not include a right to commercially exploit (a) Inverters or Mounts separately from the commercial exploitation of the Plug & Power product.
- PSL acknowledges that the parties may in good faith discuss proposals for the commercial (b) exploitation of Inverters and Mounts separately from the commercial exploitation of the Plug & Power product. PSL's participation in such discussions shall not be construed as obliging PSL to grant SES any rights inconsistent with clause 2.2(a).

### Licence Fee

- On each Payment Date in the Licence Period, SES must pay PSL an amount equal to the (a) Sales Revenue multiplied by 5%, for sales made during the 12 month period following the signing of this contract, and equal to Sales Revenue multiplied by 4% for periods thereafter.
- If worldwide sales by SES of the Plug & Power product do not exceed \$8million within 3 (b) years of signing this agreement then the exclusive license granted under paragraph (a) shall then become a non-exclusive license for all territories outside Australia and PSL has the right to issue other non-exclusive licenses.

#### 2.4 **Payments**

- All payments made by SES to PSL under this agreement shall be by electronic funds (a) transfer in Australian dollars to the bank account nominated by PSL in writing.
- SES acknowledges that a payment to PSL by SES in relation to a Plug & Power product (b) does not entitle SES to manufacture a replacement item for that Plug & Power product.

#### 2.5 Records

SES must keep all such records as are reasonably necessary for PSL to verify the calculation of the Licence Fee and must provide copies of those records to PSL upon request.

#### **Ownership of Patents & Improvements** 3.

- The parties acknowledge that nothing in this agreement transfers to SES ownership of the (a) Patents or any Intellectual Property Rights.
- If during the Licence Period any improvements to the Plug & Power product are made, (b) developed, or discovered by SES or its employees, contractors or agents in the course of exercising rights under the Licence, then such improvements shall be owned by SES. Any other improvements to the Plug & Power product shall belong to PSL and at no cost to PSL but shall be deemed to form part of the Patents or Intellectual Property Rights licensed to SES under this Agreement.

### 4. Register SES Interest

- (a) PSL will as soon as is reasonably practicable take whatever steps are necessary to register SES's interest under the Licence with IP Australia and the appropriate International Patents Registries if SES requests.
- (b) SES may also request from time to time during the Licence Period that PSL confirm to third parties SES's right, title, interest and claim in, to and under the Licence and PSL must do so if requested.

### 5. Maintenance of Patents

- (a) Subject to paragraph (b), SES must at its cost ensure that the Patents are maintained by way of annual fees or any other costs or the taking of reasonable steps required by law to maintain the validity of the patents, including without limitation the prosecution of the Patents and procuring the acceptance of any Patent application or pending patent. SES will at any time upon the written request of PSL forthwith fully disclose to PSL the current position of any Patent Applications or Patents.
- (b) In the event that SES wishes to discontinue prosecution or maintenance of any Patent or Patent Application in any country it shall so notify PSL. If PSL so requests SES in writing within 1 month of receiving such notification then SES will continue with such prosecution or will otherwise take such lawful steps to seek patent or other equivalent protection, provided always that PSL meets (and indemnifies SES against) all costs, fees and expenses in connection with the maintenance or prosecution of a Patent or Patent Application.

### 6. SES Future Rights

If a liquidator is appointed to PSL then SES shall have the first right of refusal to acquire the Patents and the Intellectual Property Rights at a market value to be determined by an Expert pursuant to clause 14.5 and for that purpose the determination of the market value shall be treated as a Dispute.

### 7. Sub License

SES may sublicense the Patents or Intellectual Property Rights to any third party without the approval of PSL provided that SES continues to be obliged to pay the Licence Fee in accordance with this Agreement.

### 8. Costs

Subject to this document, each party will pay its own costs in connection with the preparation, negotiation, execution, delivery and performance of this document.

### **Branding**

In addition to SES entitlement under the Licence to use the various trademarks and labels developed and employed by PSL in relation to the Plug & Power product, if it desires SES may use other branding in some markets if required.

#### Confidentiality 0.

- SES must keep confidential the know-how in the Plug & Power product provided to it by (a) PSL and disclose it only to SES' employees, agents and contractors who have undertaken in writing to keep it confidential.
- SES must immediately notify PSL if SES becomes aware of any unauthorised use or (b) disclosure of the know-how in the Plug & Power product.

#### 11. **Limitation of Liability**

Without limiting clause 12, PSL:

- does not warrant that the Patents or Intellectual Property Rights do not infringe any third (a) party's intellectual property rights but will advise SES if it becomes aware of any infringement;
- (b) does not warrant that the Patents or Intellectual Property Rights or any Improvement are or will be valid or that it will be possible to obtain patent protection for any aspect of the Plug & Power product or Improvement;
- (c) excludes all terms, conditions and warranties implied by custom, the general law or statute to the maximum extent permitted by law;
- (d) limits its liability to SES for any claim (whether arising in contract, tort or by statute) for loss or damage suffered by SES or any third party in relation to any use of the Plug & Power product or a breach of any warranty provided under this Agreement to \$1.00; and
- excludes all liability to SES for consequential damage or indirect loss (including but not (e) limited to, lost revenue or lost profit or loss of data) suffered by SES or any third party in any way relating to any use of the Plug & Power product or a breach of any warranty provided under this Agreement.

#### 12. Warranties

- Each party warrants to the other that it has full corporate power and authority to enter into, (a) perform and observe its obligations and duties under this agreement and that the execution, delivery and performance of this agreement by it has been duly and validly authorised by all necessary corporate action.
- (b) Subject to the terms and conditions of this Agreement, PSL warrants that the Patents and the Intellectual Property Rights are exclusively licensed to SES, clear of all mortgages, charges, pledges, liens or encumbrances and free and clear of all other third party rights and interests of whatever nature.

### **Termination**

### General

A party may terminate this agreement by giving a notice to the other party of its intention to terminate on any of the following grounds:

- A liquidator is appointed to the other party; or (a)
- Another party breaches a provision of this agreement and has not remedied that breach (b) within 14 days after service of notice of the breach from the party giving the notice of its intention to terminate.

#### **Accrued rights** 13.2

The accrued rights and remedies of either party are not affected by the termination of this agreement.

#### 14. Dispute resolution

#### **Application of Procedure** 14.1

- Each of the parties shall use their reasonable endeavours to co-operatively resolve any (a) disagreement or difference of opinion.
- A dispute (in this clause called a "Dispute") will arise whenever there is a disagreement or (b) difference of opinion as to:
  - (i) any matter under or in connection with this agreement; or
  - as to the breach, termination, validity or subject matter of this agreement. (ii)

#### 14.2 **Resolution Procedures**

- (a) If a dispute arises between the parties at any time then:
  - (i) any party seeking to resolve the dispute must do so in accordance with the procedures set out in this clause (the "Dispute Resolution Procedures"); and
  - compliance with the Dispute Resolution Procedures is a condition precedent to any (ii) entitlement to claim relief or remedy (whether by way of proceedings in a court or otherwise) in respect of any dispute.
- (b) Nothing in this clause 14.2 prevents:
  - (i) either party seeking urgent injunctive or declaratory relief from a court in connection with the dispute without first having to attempt to negotiate and determine the dispute in accordance with this clause; or
  - (ii) the parties meeting at any time to seek to resolve the dispute.

#### 14.3 **Notice of Dispute**

Where a party first becomes aware that a dispute has arisen, it must notify the other party in writing of the existence and nature of the dispute (the "Notice of Dispute").

## Negotiation

- Promptly after the date of receipt by the other party of the Notice of Dispute (the "Notice Date"), a representative of SES and a representative of PSL must meet to discuss and attempt to resolve the dispute.
- (b) If the representatives do not resolve the dispute within 7 days after the Notice Date, they must refer the dispute to the Chief Executive Officers (or their duly authorised representatives) of each party.
- (c) If the Chief Executive Officers (or their duly authorised representatives) are unable to resolve the dispute within 28 days (or such other period as is agreed in writing between them) after the Notice Date, the parties must refer the Dispute for determination by an Expert in accordance with sub-clause 14.5.

### 14.5 Expert Determination

If a party refers a matter for Expert Determination, the following provisions apply:

- (a) Within 7 days after the date on which the party refers the matter, the parties must either:
  - (i) agree on an appropriate Expert to determine the dispute; or
  - (ii) if the parties fail to agree on an Expert, the Expert will be an Expert nominated by:
    - (A) in the case of financial matters, the President for the time being of the Institute of Chartered Accountants;
    - (B) in the case of technical engineering matters, the President for the time being of the Institute of Engineers;
    - (C) in the case of legal matters, the President for the time being of the Law Society of New South Wales.
- (b) The President appointing the Expert pursuant to clause 14.5(a)(ii) is to be instructed by the party making the request that the Expert must be:
  - (i) of a discipline most closely associated with the dispute; and
  - (ii) have suitable qualifications and expertise to resolve the dispute.
- (c) Neither party may challenge or dispute the appointment of the Expert under sub-clause 14.5(a)(ii) except in the case where there is a reasonable apprehension of, or actual, conflict of interest or apprehended bias that can be readily identified to the satisfaction of either the President appointing the Expert or the Expert both acting reasonably.
- (d) The Expert must act as an independent expert and not an arbitrator.
- (e) The Expert Determination must be conducted in accordance with the Expert Determination Rules.
- (f) The parties agree to comply with the Expert Determination Rules and except in the case of an apparent manifest error on the part of the Expert to be bound by the decision of the Expert which shall be final.
- (g) If at any time the Expert ceases or refuses to act:

- (i) the parties shall use all reasonable endeavours to agree on a suitably qualified replacement; and
- (ii) if the parties are unable to agree on a replacement within 7 days after either party gives the other a notice that the Expert has ceased or refused to act, either party may require the President to select a replacement who is willing to determine the dispute.

#### GST 15.

#### 15.1 **Definitions**

For the purposes of this clause 15:

Adjustment has the meaning given to that term by the GST Law;

Adjustment Event has the meaning given to that term by the GST Law;

Adjustment Note has the meaning given to that term by the GST Law;

GST means the goods and services tax as imposed by the GST Law

GST Amount means in relation to a Taxable Supply the amount of GST for which the supplier is hiable in respect of the Taxable Supply taking into account any additional consideration payable pursuant to this clause;

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act

Input Tax Credit has the meaning given to that term by the GST Law

Payment means any amount payable under, by reference to, or in connection with this Agreement including, without limitation, the provision of any non-monetary consideration, any amount payable by way of indemnity, reimbursement, damages or otherwise and any amount dealt with by way of set off.

Tax Invoice has the meaning given to that term by the GST Law

Taxable Supply has the meaning given to that term by the GST Law

#### 15.2 **GST**

The parties agree:

- unless a Payment is expressly stated to be inclusive of GST, all Payments have been (a) calculated without regard to GST;
- (b) each party will comply with its obligations under the Trade Practices Act 1974 when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly;
- (c) if the whole or any part of any Payment is consideration for a Taxable Supply, the recipient of the Taxable Supply must pay to the supplier an additional amount equal to the GST Amount. Subject to having first received a valid Tax Invoice such additional amount is to

be paid, in the case of monetary consideration, concurrently with the relevant Payment or in the case of non-monetary consideration, within five Business Days of receiving a written request for payment from the supplier;

- (d) if, in relation to a Taxable Supply, an Adjustment Event occurs that gives rise to an Adjustment then the GST Amount will be adjusted accordingly and where necessary a payment will be made to reflect that adjustment. If a payment is required it will be made within five Business Days of the issue of the Adjustment Note by the supplier;
- (e) any reference to a cost or expense in this Agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit.

### 15.3 Additional information

The payee will provide to the payer any information reasonably requested by the payer relating to the payee's Input Tax Credits and the amount of any costs incurred by the payee directly in connection with supplies made by the payee under this Agreement.

### 16. Relationship of parties

Nothing in this agreement will be construed or interpreted as constituting the relationship between the parties as that of partners, joint venturers or any other fiduciary relationship.

### 17. Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

### 18. Waiver

A failure to exercise or enforce or a delay in exercising or enforcing or a partial exercise or enforcement of any right, remedy, power or privilege under this Agreement by either Party will not in any way preclude or operate as a waiver of any further exercise or enforcement of it or the exercise or enforcement of any other right, remedy, power or privilege under this Agreement or provided by law.

### 19. Entire agreement

This Agreement contains the entire agreement between the parties as at the date of this Agreement with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

### 20. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Agreement:

Page (11)

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- must be in writing and signed by a person duly authorised by the sender; (a)
- must either be delivered to the intended recipient by prepaid post (if posted to an address in (b) another country, by registered airmail) or by hand or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:

(i) to PSL: 82-86 Bay Street, Botany, NSW, 2019

Attention: David Hogg

Fax No: 02 9666 4079

(ii) to SES: 153 Second Avenue, Royston Park, SA 5070

Attention: Armund Jung

Fax No: 08 8362 5948

- (c) will be taken to be duly given or made:
  - (i) in the case of delivery in person, when delivered;
  - (ii) in the case of delivery by post two Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

#### **Amendment** 21.

No amendment or variation of this agreement is valid or binding on a party unless made in writing executed by all parties.

#### 22. **Assignment**

The rights and obligations of each party under this agreement are personal and cannot be assigned, encumbered or otherwise dealt with and no party shall attempt, or purport, to do so without the prior written consent of the other party.

#### 23. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

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## Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.

Page (13)

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ecuted as an agreement

recuted by Pacific Solar Pty Limited:

Director Signature

DAVID HOGG

Print Name

Director/Secretary Signature

PETER LAWLEY

Print Name

Executed by Armson Nominees Pty Ltd:

Director Signature

ARMAND JUNG

Print Name

Director/Secretary Signature

ARMAND JUN

Print Name

### **Schedule**

#### 1. **Expert Determination Rules**

#### 1.1 Agreement to be Bound

By submitting the dispute to expert determination in accordance with these Rules ("the Process"), the parties have agreed to participate in good faith in the Process and that the determination of the dispute by the expert will be final and binding upon them.

#### 1.2 Conduct of the Process

- The Expert shall conduct the Process in accordance with the principles and procedures set (a) out in these Rules.
- The Expert is not an arbitrator of the matters in dispute and shall not be deemed to be acting **(b)** in an arbitral capacity. The Process or any process conducted under or in any connection with these Rules is not an arbitration within the meaning of any legislation or rules dealing with commercial, industrial, court-annexed or any other form of arbitration.
- Any conference conducted under these Rules is not a hearing conducted under any (c) legislation or rules dealing with commercial, industrial, court-annexed or any other form of arbitration.
- The process shall commence with the acceptance by the Expert of the appointment by (d) notice in writing to the parties. The Process shall conclude when the Expert has notified the determination of the dispute in writing to the parties.

#### 1.3 **Procedure Requirements**

- The function of the Expert is to make a determination on the dispute as submitted by the (a) parties, in accordance with these Rules.
- (b) The Expert must make the determination according to law and must conduct the Process in accordance with the requirements of procedural fairness.
- The Expert must make the determination on the basis of information received from the (c) parties and the Expert's own expertise. The Expert is not bound by the rules of evidence and may receive any information in such manner as the Expert thinks fit.
- (d) The Expert must disclose all information and documents received from either party to the other party. The Expert must not consult with a party other than in the presence of the other party except where a party, having received due notice, fails to make a written submission or appear at any conference.
- If the Expert becomes aware of circumstances that might reasonably be considered to (e) adversely affect the Expert's capacity to act independently or impartially, the Expert must inform the parties immediately. In such circumstances the Expert must terminate the Process unless the parties agree otherwise.
- **(f)** Neither party may communicate directly or indirectly with the Expert in respect of any matter relating to the dispute other than in accordance with these Rules.

- The parties may be required by the Expert to attend a preliminary conference to make such (g) procedural and administrative arrangements as are necessary and appropriate (including the Expert's terms of appointment) to enable the Process to proceed.
- (h) At any conference with the Expert a party may have legal or other representation. The conference must be held in private, but may include authorised representatives or experts for the parties. If required by the Expert, a transcript of the conference may be taken and made available to the Expert and the parties.
- All proceedings and submissions relating to the Process (including the fact that any step in (i) the Process is occurring) must be kept confidential between the parties and the Expert. No information relating to or arising out of the Process may be divulged to any other person, except with the prior written consent of the parties or as may be required by law or to the extent necessary to enforce the determination by the Expert.
- **(j)** Any dispute arising between the parties in respect of any matter concerning these Rules or the Process, (including the Expert's jurisdiction) shall be submitted to and determined by the Expert.

#### 1.4 Written Submission on the Dispute

Unless otherwise agreed by the parties at a preliminary conference held under Rule 4(g), the following procedures shall apply:

- Within fourteen (14) days of the date of the commencement of the Process, the Claimant in (a) the dispute must provide to the Respondent and the Expert a statement in writing detailing the nature of the dispute, any agreed statement of facts and a written submission on the dispute in support of the Claimant's contentions of fact and law.
- (b) Within fourteen (14) days after the provision of the above submission, the Respondent must provide to the Expert and to the Claimant a written response to the Claimant's submission.
- Within seven (7) days after the provision of the Respondent's response under Rule 5(b), the (c) Claimant may provide a written response to the Expert and to the Respondent/s.
- If the Expert decides that further information or documentation is required to determine the (d) dispute, the Expert may:
  - require a further written submission or documents from either or both parties, (i) giving each party a reasonable opportunity to make a written response to the other's submission; and/or
  - (ii) call a conference between the parties and the Expert in accordance with Rules 4 and 6.

#### 1.5 Conference on the Dispute

- If the Expert decides that a conference between the parties is necessary, the Expert must (a) arrange for a conference at a venue and time convenient for the parties and must notify them accordingly. A conference may take the form of a view.
- At least three (3) days prior to the conference the Expert must inform the parties in writing (b) of any specific matters he wishes to be addressed at the conference.

- At the time and place notified for the conference the parties or their representatives must (c) appear before the Expert and may make oral representations in respect of the matters notified to them in accordance with Rule 6(b).
- (d) At the conference the Expert may permit the making of further submissions and the provision of further information as may be fair and expedient in the circumstances.

#### 1.6 **Determination of the Dispute**

- As expeditiously as possible after the receipt of the submissions or after a conference, the (a) Expert shall determine the dispute between the parties and notify such determination in writing to the parties. The Expert shall give to the parties, a brief statement of the reasons for the determination.
- (b) The Expert may include in the determination whatever interest the Expert considers reasonable on any monetary sum awarded. The Expert may also make declarations or directions in the determination.
- (c) Where the determination made by the Expert contains:
  - (i) a clerical mistake;
  - (ii) an error arising from an accidental slip or omission;
  - (iii) a material miscalculation of figures or a material mistake in the description of any person, thing or matter; or
  - (iv) a defect of form,

the Expert may correct the determination.

#### 1.7 Costs

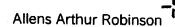
Each party will bear its own costs and will share equally the costs of the Expert and the Process. Security for costs must be deposited by both parties at the commencement of the Process, at the direction of the Expert. The Expert shall direct the disbursement of the security monies progressively or at the conclusion of the Process.

#### 1.8 Modification

Unless otherwise stated these Rules may be modified only by agreement of the parties and the Expert.

#### 1.9 **Contractual Obligations**

Where the dispute arises out of or in connection with a contract between the parties, the parties shall continue to perform their contractual obligations notwithstanding the existence of the Process.



#### **Patents and Pending Patents** 2.

### Plug & Power Panel mounting frame and method

98/1

PatentType	Country	Patent/AppNo	Status
European (EPO)	Europe*	99945750.0	pending
National	USA	09/786098	pending
National	Japan	2000-567805	pending
National	Australia ·	757134	granted

<sup>\*</sup>Designated countries Austria, Belgium, Switzerland, Liechtenstein, Germany, Denmark, Spain, France, UK, Italy, Luxembourg, The Netherlands and Sweden

### Switch mode power stage

99/2

PatentType	Country	Patent/AppNo	Status
National	USA	10/155689	pending

### Power conversion System

99/3

<b>PatentType</b>	Country	Patent/AppNo	Status
National	Germany	10196250.9	pending
National	USA	10/296.402	pendina

### Power line communication method

99/4

PatentType	Country	Patent/AppNo	Status
National	USA	10/332003	pending
National	Germany	101 96 411.0	pending
National	Japan	2002-509194	pending

### Method and system for operation verification

99/5

PatentType	Country	Patent/AppNo	Status	
National	Germany	10126303.1	pending	

### Data communications method

99/8

PatentType	Country	Patent/AppNo	Status
National	USA	10/276,386	pending

Page (18)

## 3. Specific intellectual property rights

3.1 Trademarks	3.1	1 7	frade	ema	rks
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## Plug & Power

97/4

PatentType	Country	Registration/App No	Status
Trademark	Japan	4469273	granted
Trademark	Europe (all EU Countries)	819425	pending
Trademark	Australia	748782	granted

### Sun Empower

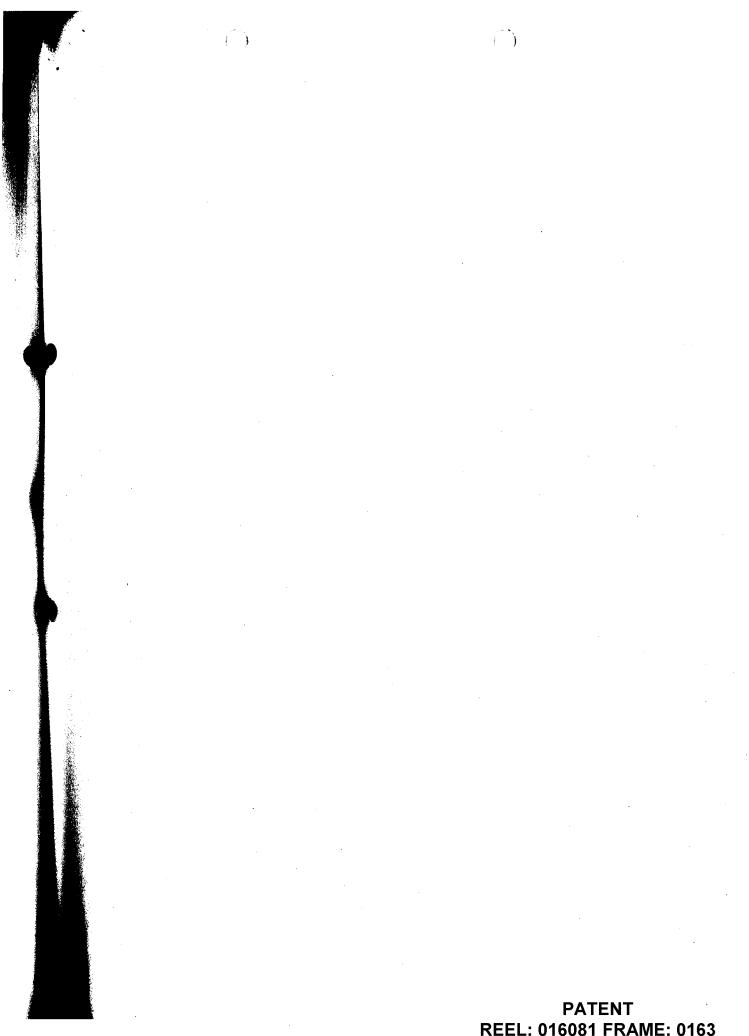
99/9

PatentType	Country	Registration/App No	Status
Trademark	Australia	888326	Allowed
Trademark	USA	76/318218	pending

## Sunlogger

02/1

PatentType	Country	Registration/AppNo	Status
Trademark	Australia	909815	granted
Trademark	USA	78/174693	pending



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### 3.2 Issued Documents

	ed Documen		·
ID	Issue Date	Title	Issue No
Contracts			
C-CU-DAG	04-Feb-03	Plug&PowerTM Australian Dealer Agreement	2
C-CU-DEG	04-Feb-03	Plug&Power Exclusive Distributor Agreement	3
C-CU-DTC	04-Feb-03	Plug&PowerTM Dealer Terms & Conditions	3
C-CU-NDEG	04-Feb-03	Plug&Power Non Exclusive Distributor Agreement	2
C-CU-PWA	12-Jun-03	Pacific Solar Limited Warranty Certificate	1
C-CU-SWA	15-May-03	Pacific Solar Limited Warranty Certificate SunEmpower	i
C-CU-TCP	22-Aug-02	Terms & Conditions for Purchase and Installation (P&P, Plug&Power) (Warranty)	8
C-CU-REC	12-Feb-03	RECAssignmentNotice2.doc	3
Databases		entre de la companya	
DBASE02	01-Jan-97	Contacts Database	0
DBASE34	26-Jul-99	Plug&PowerTM Orders Database (P&P)	0
DBASE49	29-Nov-01	Plug&PowerTM Services Database	0
DBASE50	02-Aug-00	PDG Database	I
DBASE54	04-Sep-01	PINC and ECN	0
DBASE58	23-Oct-01	Plug and Power Manufacturing Database (Manufacturing and Installation)	0
DBASE59	23-Oct-01	Plug and Power Contacts Database	0
DBASE62	28-May-02	Plug&PowerTM Performance Reporting	0
External			
E-CO-BPW	19-Jun-03	BP Solar Limited Warranty Certificate	ì
E-CO-RNSW	10-Jul-03	Rebate Guidelines and Applications NSW (PVRP)	0
E-CO-RSA	10-Jul-03	Rebate Guidelines and Applications SA (PVRP)	0
E-CO-RVIC	10-Jul-03	Rebate Guidelines and Applications VIC (PVRP)	0
E-CO-RWA	10-Jul-03	Rebate Guidelines and Applications WA (PVRP)	. 0
E-CO-SHW	19-Jun-03	Shell Solar Limited Warranty for PV Modules	I
E-DE-1284	01-May-00	AS 1284.5 Electricity metering part 5: general purpose electronic wathour meters	0 .
		(standards)	•
E-DE-150	01-May-00	KEMA K150 standard (voluntary) for AC-Modules	0
E-DE-1768	01-Jan-91	AS 1768 Lightning protection (standards)	3
E-DE-2279	01-May-00	AS 2279.4 Disturbances in mains supply networks (standards)	0
E-DE-4777	15-Jul-02	AS4777 Grid connection of energy systems via inverters	0
E-DE-61000	01-May-00	IEC 61000 Electromagnetic Compatibility (EMC, standards, EN 61000)	0
E-DE-61950	18-Apr-01	IEC 61950 (AS 3260) Approval and Test Specification - safety of information	0
		technology	
		equipment including electrical business equipment (IEC61950, IEC950, IEC 950,	
		AS3260)	•
E-DE-929	30-Jan-00	IEEE 929 Recommended Practice for Utility Interface of Photovoltaic (PV) Systems	1
		(standards, IPC)	
E-DE-C22	07-Nov-97	CISPR 22 Information technology equipment - Radio disturbance characteristics -	. 3
		Limits and	
		methods of measurement (CISPR22, AS3548, AS 3548, standards)	True.
E-DE-WIN	01-Jan-98	AS 1170.2 SAA Loading Code - Part 2 Wind Loads (AS1170.2, standards)	0
E-MA-GCG	28-Apr-98	Australian Guidelines for grid connection of energy systems via inverters (ESAA,	
		standards)	
E-UTILUX	03-Mar-00	Utilux Product Specification	
	062 201429622	3.3.2004	

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general si			
F-CO-ICS	20-Sep-02	Plug&PowerTM Installation Contractor Information	4
F-CS-IAF	03-Sep-02	Plug&Power Installation Audit Form	3
F-CU-DLR	30-Sep-02	Plug&Power Distributor Letter	1
F-CU-LAR	08-Apr-03	P&P Proposal Form	4
F-CU-P&PQ	07-Mar-02	Plug&PowerTM Quotation Form	7
F-CU-PCL	30-Sep-02	Enterprise Sales Proposal Checklist	1
F-CU-PCP	30-Aug-02	Plug&PowerTM Enterprise Sales Contact Form	2
F-CU-PCQ	18-Feb-03	P&P Customer Satisfaction Questionnaire (Survey End User)	2
F-CU-PDQ	12-May-00	Plug&PowerTM Sales Database Training Quiz	2
F-CU-PHE	28-Aug-02	Plug&Power Sales Enquires Form	/1
F-CU-PIT	03-Dec-02	Plug&Power Installer's Test	1
F-CU-SEPQ	15-May-03	SunEmpower Quote Form	1
F-CU-SIG	30-Sep-02	Plug&PowerTM Enterprise Sales Sign Off Form	4
F-EA-RTT	14-Aug-01	Rooftop PV Users Test	2
F-MA-ASS	26-Jun-01	Plug&PowerTM Assembly Worksheet (P&P)	2
F-MA-D00739	21-Jan-03	Supplier's Final Inspection - Tab Tool (D00739)	2
F-MA-FI-D00597	17-Oct-02	Supplier's Final Inspection- Bracket Clip - Hardtool Mount (D00597)	1
F-MA-FI-D00658	17-Oct-02	Supplier's Final Inspection - Bracket Hinge-Hardtool Mount(D00658	1
F-MA-FI-D00672	06-Mar-03	Supplier's Final Inspection - Bracket Hinge - Cyclonic	2
F-MA-FI-D00673	17-Oct-02	Supplier's Final Inspection - Ministrap-Hardtool Mount (D00673)	1
F-MA-FI-D00770	03-Mar-03	Supplier's Final Inspection - Bracket Hinge - Hardtool Mount	1
F-MA-GCC	30-Aug-01	GIU-1E Certificate of Conformance	1
F-MA-HJB	27-Jun-02	Incoming Goods Sample Test - Hybrid Joining Bracket	4
F-MA-HP2	24-Mar-03	IPC 2 Pacific Solar Testing Form	2
F-MA-I2GC	18-Jun-03	IGST - IPC-2	1
F-MA-I2P	25-Mar-03	IPC-2 Final Test Results Form	2
F-MA-I2Q	19-Jun-02	IPC-2 QC Inspection	1
F-MA-ICC	20-Nov-00	IPC-1E Certificate of Conformance	5
F-MA-IG-D00537	03-Mar-03	Incoming Goods Sample Test - Mount Hardtool (D00537)	2
F-MA-IG-D00538	16-Sep-02	Incoming Goods Sample Test - Joining Bracket - Hardtool (D00538)	1
F-MA-IG-D00597	17-Oct-02	Incoming Goods Sample Test - Bracket Clip - Hardtool Mount (D00597)	2
F-MA-IG-D00658	17-Oct-02	Incoming Goods Sample Test - Bracket Hinge - Hardtool Mount (D00658)	2
F-MA-IG-D00672	06-Mar-03	Incoming Goods Sample Test - Bracket Hinge - Cyclonic	2
F-MA-IG-D00673	17-Oct-02	Incoming Goods Sample Test - Ministrap-Hardtool Mount (D00673)	1
F-MA-IG-D00679	04-Nov-02	Incoming Goods Sample Test - D00679	2
F-MA-IG-D00680	03-Mar-03	Incoming Goods Sample Test - D00680	3
F-MA-IG-D00688	05-May-03	Incoming Goods Sample Test - D00688	3
F-MA-IG-D00689	05-May-03	Incoming Goods Sample Test - D00689	3
F-MA-IG-D00722	03-Mar-03	Incoming Goods Sample Test	2
F-MA-IG-D00723	03-Mar-03	Incoming Goods Sample Test - D00723	3
F-MA-IG-D00739	16-Jan-03	Incoming Goods Sample Test - Tab Tool (D00739)	1
	03-Mar-03	Incoming Goods Sample Test - Bracket Hinge Cyclonic Hardtool Mount	1
F-MA-IG1	12-Jul-02	Incoming Goods Sample Test - PV Panel	7
			1
	19-Jul-02	Incoming Goods Sample Test - Protective Cap for Female Receptacle	<u> </u>
F-MA-IG10 F-MA-IG2	19-Jul-02 27-Jun-02	Incoming Goods Sample Test - Protective Cap for Female Receptacle Incoming Goods Sample Test - Frame (SM-110)	6

Page (22)

F-MA-IG6	03-Apr-02	Incoming Goods Sample Test - Cables	<b>4</b>
F-MA-IG7	12-Jul-02	Incoming Goods Sample Test - Hinge Part	16
F-MA-IG8	14-May-02	Incoming Goods Sample Test - Clip Part	7
F-MA-IG9	03-Jan-02	Incoming Goods Sample Test - General	2
F-MA-IGB	15-May-02	Incoming Goods Sample Test - BP Solar Cable	2
F-MA-IGC	30-Aug-00	IPC-1E Incoming Goods	2
F-MA-IGI	18-Mar-03	IGST - IPC-1E (Incoming Goods Inspection Form)	12
F-MA-IGPS	21-Oct-02	Incoming Goods Sample Test - Panel Sling	1
F-MA-IHM	19-Aug-02	Incoming Goods Sample Test - Hybrid Mount DOO578	15
F-MA-MET	20-Jul-00	IPC-1E Megger Test Results	ì
F-MA-PUT	30-Aug-00	IPC-1E Power Up Test Results	2
F-MA-QII	30-Aug-00	IPC-1E QC Inspection 1	3
F-SA-SRA	25-Feb-03	Plug&PowerTM Site Risk Assessment Check List	8
F-ST-TCF	07-Aug-02	Plug&PowerTM Training Course Feedback (P&P)	2
Right and Park	·		
I-CS-INS	03-Sep-02	Installation Quality Assurance	4
I-CU-DRNI	24-Feb-03	Plug&Power Distributor Rebate Applications Pack NSW IPC-1	1
I-CU-DRN2	24-Feb-03	Plug&Power Distributor Rebate Applications Pack NSW IPC-2	1
I-CU-DRS1	24-Feb-03	Plug&Power Distributor Rebate Applications Pack SA IPC-1	1
I-CU-DRS2	24-Feb-03	Plug&Power Distributor Rebate Applications Pack SA IPC-2	i
I-CU-OKE	03-Aug-00	Plug&PowerTM OK4E Inverter Service Instruction	2
I-CU-PPW	07-May-03	Prewiring Specification for Plug&PowerTM	2
I-CU-SER	05-May-03	Plug&PowerTM Service Instruction (customer, maintenance)	8
I-CU-SPW	07-May-03	Prewiring Specification for SunEmpower	2
I-CU-SRA	31-Oct-02	SEDA Rebate Application Process for Residential	1
I-DE-EMC	14-Jun-02	EMC Immunity Test Procedure	2
I-DE-EMCb	08-Oct-99	EMC Emissions Test Procedure	ï
I-DE-GAT	12-Apr-02	GIU Advanced Troubleshooting	1
I-DE-GIU	13-Jul-01	GIU Test Instruction	2
I-DE-GPT	03-Jun-03	Sunlogger Production Test	9
I-DE-GSE	13-Mar-02	GIU Serial Port Protocol - External Use Only	3
I-DE-GSP	18-Feb-03	GIU Serial Port Protocol - Internal Use Only	5
I-DE-ISM	08-Apr-03	Indoor Sunlogger Miscellaneous Bill of Materials (BOM)	<b>⟩5</b>
I-DE-MAG	21-Jan-99	User Instructions - Magnetic Measurement	1
I-DE-MDC	08-Jun-00	PDG Measurements of AC/DC parameters & Mains Immunity	3
-DE-MHI	07-Mar-01	PDG Measurements of High Potentional Withstand Levels (hipot)	2
-DE-MIS	07-Jun-00	PDG Measurements of Anti-Islanding Operation	2
-DE-PAR	22-May-03	Plug&PowerTM/SunEmpower Parameters	2
-DE-SCD	25-Jun-03	Sundown CD Cover - Plug&Power	. 4
-DE-SEC	25-Jun-03	Sundown CD Cover - SunEmpower	2
-DE-W98	23-May-03	Using Sundown on a Windows 98 Computer	1
-EA-A21	05-Feb-03	AII - IPC-2 ATE (Apparatus Isolation Instruction)	1
-EA-ASB	31-Oct-02	AII Shaffner Best - EMC Test Unit	1
-EA-SPR		SpringBal01Spring Balance - 20kg Calibration Instruction	1
-MA-2OA	05-Feb-03	IPC-2 ATE Operation Instruction	1
-MA-ATE	09-Oct-01	IPC-1E ATE Technical Manual	4
-MA-AUS	28-Apr-03	Plug&Power PP-AUS-213 Installation Manual (Aust)	2

Page (23)

I-MA-ERC	17-Jul-02	Electrical Retailer Connection Procedure	2
I-MA-IAC	11-Apr-02	IPC-1E AUS Calibration Instruction	2
I-MA-IAI	18-Mar-03	IPC-2 Assembly Instructions	4
I-MA-INM	28-Nov-02	Installation Notes for Hardtool Mounts	1
I-MA-INST	01-Jul-02	Plug&PowerTM Cyclonic Installation Manual (Cyclonic, IPC-1, P&P, Install)	8
I-MA-IUS	23-May-03	SunEmpower Installation Manual (Install, US)	3
I-MA-JCI	21-Mar-02	Plug&Power Jig Calibration Instruction	1
I-MA-MEG	20-Jul-00	IPC-1E Pre/Post Potting Megger Test Instruction	1
I-MA-MRI	21-Dec-01	Manual Recalibration Instruction	ī
I-MA-PAI	10-Apr-00	Plug&PowerTM Prototype Approval Instruction (Plug & Power)	71
I-MA-PBM	22-Apr-02	Power Board PCB Modifications	2
I-MA-PCI	06-Sep-00	Plug&PowerTM First Off Product Commissioning Instruction	1
I-MA-PIP	09-Nov-00	IPC-1E Inverter Production Test Information Package	1
I-MA-PNC	14-Jan-03	Plug&PowerTM Product Improvement and Non-Conformance Instruction (PINC, ECN)	8
I-MA-PPM	26-Jun-03	Plug&PowerTM Manufacturing Instruction (P&P)	36
I-MA-QRA	10-Aug-00	Instruction for Qualifying a Regional Agent	1
I-MA-SFT	05-Sep-02	Sunlogger Functional Test	1
I-MA-SST	26-Aug-02	Sunlogger Screen Test	1
I-MA-TFWD	23-Sep-02	Test Fixture Wiring Diagram	1
I-SA-TRS	03-Jun-03	Test Roof Safety Instruction	3
IEC60950	01-Jan-00	AS 3260/IEC 60950 Approval and test specification - safety of information technology	0
		equipment including electrical business equipment (IEC950, EN 60950, standards)	<u> </u>
P-CU-CON	30-Sep-02		7
P-MA-OPS	15-Apr-03	Plug&PowerTM Operations Procedure	8
P-MA-PAP	28-Aug-02	Plug & Power Provisional Accreditation Process	1
Reference			
R-CO-PUI		Product Upgrade - IPC-1 to IPC-2 - Installer Information	
R-CO-TMP	01-Apr-03	IPC-2 Training Module Presentation	1
R-CS-IPC	13-Oct-98	Evaluating IPC Circuits	2
R-CS-PDO	19-Sep-01	Product Development Process Owners	1
R-CU-AGL		Plug&Power Distributor/Dealer Reference AGL	2
R-CU-AIS	21-Oct-02	Plug&PowerTM Information Sheet - Installing Plug&Power™	0
R-CU-APL		Plug&Power AUS Price Lists	2
R-CU-APP			0
R-CU-ARA		ACCO ACCOUNT ACCOUNTS AND ACCOU	7
R-CU-ARK	04-Jul-02	Architects Reference Kit Contents	
R-CU-CEN	17-Aug-00	Cantornal Figer Over I'm Diquiry	0
R-CU-COV	02-Feb-00	Plug&PowerTM Cover Letter	1 1
R-CU-EFB		ringerower Explanation of Cable Winnig for Bunders (informational Reference)	0
R-CU-EPR		Fugarower Emerprise Sales Proposal (Informational Reference)	0
R-CU-ESQ			16
R-CU-FAQ	21-Oct-02	Information Sheet - Plug&Power™ Frequently Asked Questions	3
R-CU-FRE		Torgin Charges (Thems, Cost, Transport, Simpling, 2002)	2
R-CU-GCH	25-Aug-00	Greener, Cleaner, Healthier Brochure	0 ,
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R-CU-GDI R-CU-ICE	28-Sep-01	The second secon	4

Page (24)

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**PATENT** 

REEL: 016081 FRAME: 0167

R-CU-INF	05-Sep-00	Plug&PowerTM Information Kit	0
R-CU-INM	06-Mar-03	Plug&PowerTM Owners Manual (Aust)	8
R-CU-INS	21-Oct-02	Information Sheet - Plug&Power™ Installations	2
R-CU-OEI	18-Dec-02	Plug&Power Order Entry Information	5
R-CU-P&P3MOD	21-Oct-02	Information Sheet - 3 Module Plug&PowerTM Promotion	3
R-CU-PERF	21-Oct-02	Information Sheet - Plug&Power™ Performance	1
R-CU-PIS	09-Jul-02	Installation Slides (Informational Reference)	0
R-CU-PLG	20-Jun-03	Plug&Power Price List Generator	7
R-CU-PLUG	21-Oct-02	Information Sheet - Plug&Power™	1
R-CU-PPS	09-Jul-02	Plug&PowerTM Slides (Informational Reference)	0
R-CU-PSC	19-Jun-03	P&P Spec Template for Customers (Informational Reference)	0
R-CU-REB	21-Oct-02	Plug&Power™ Information Sheet - Summary of Rebates and Contact Details	1
		(PV) (Administrators)	
R-CU-ROV	21-Oct-02	Information Sheet - Plug&Power™ Return on Investment	1
R-CU-SBG	24-Jun-03	SunEmpower Bulk Balance of System (BOS) Price Generator	ī
R-CU-SBOS	08-Jul-03	SunEmpower Dist. Price Bulk BOS Box	1
R-CU-SLA	24-Jul-03	Plug&Power Standard Letter for BCSE Accreditation (Informational Reference)	0
R-CU-SLG	20-Jun-03	SunEmpower Price List Generator US	3
R-CU-SOM	05-Mar-03	SunEmpower Owners Manual	1
R-CU-SPL	15-May-03	SunEmpower US Price List	1
R-CU-SUB	03-Mar-00	Plug&PowerTM Submission Reference	2
R-CU-SUN	21-Oct-02	Plug&PowerTM Sunlogger Information Sheet	2
R-CU-TEP	25-Jul-03	Plug&Power Theoretical Electricity Production of a System (Informational Reference)	0
R-CU-VERS	21-Oct-02	Information Sheet - Plug&Power™ Versus the Competition (Comparison)	[1
R-DE-GLP	28-Feb-02	PP-GER-13 Legal, Patent and Regulatory Requirements	1
R-DE-ILP	28-Feb-02	PP-ITA-13 - Legal, Patent and Regulatory Requirements	1
R-DE-TAP	10-Mar-00	Tape Reference (3M, 4949, 4955)	ĮI.
R-DE-WAC	06-Jun-01	IPC-1E Warranty Cost	1
R-DE-WIN	14-Jan-02	Wind Load Reference (AS 1170.2, AS1170.2)	6
R-EA-DIS	12-Jul-02	Assembly & Operating Instructions Plug&PowerTM Displays (Inventory lists)	0
R-MA-CHA	14-Aug-02	Clip & Hinge Applicator Manufacturing Document Index (MDI)	1
R-MA-CML	26-Nov-02	PP-CYC-13 Mount/Laminate Test Reference	1
R-MA-CYC	21-Jan-03	Plug&Power PP-CYC-13 Product Bill of Material (BOM)	2
R-MA-DPP	10-Jan-02	Plug&PowerTM Durability Reference (reliability, accelerated aging, lifetime)	6
R-MA-EDI	27-Sep-01	Burosolare Jig Manufacturing Document Index (MDI)	3
R-MA-HDI	27-Sep-01	Hybrid Jig Manufacturing Document Index (MDI)	13
R-MA-IFS	20-Nov-01	Plug&PowerTM Information Sheet -Shading (P&P)	3
R-MA-MLT	20-Jun-03	PPXXX213 Mount/Laminate Test Reference (Informational Reference)	0
R-MA-MSC	13-Jun-01	Plug&PowerTM Mounting Component Manufacturing Document Index (MDI)	4
R-MA-OUT	21-Oct-02	Plug&Power Information Sheet - Yearly & Daily Output	4
R-MA-PB2	24-Jun-03	Plug&Power PP-AUS-213 Product Bill of Material (BOM, Aust)	10
R-MA-PBG	23-Jul-02	Plug&Power PP-GER-13 Product Bill of Materials (BOM)	
R-MA-PBM	21-Jan-03	Plug&Power PP-AUS-13 Product Bill of Material (BOM, Aust)	6
R-MA-PBU	24-Jun-03	SunEmpower PP-USA-213 Product Bill of Materials (BOM)	8
R-MA-PRI	30-Jan-01	Plug&PowerTM Pricing Policy	<u> </u>
R-RA-A2T	06-Feb-03	Equipment for IPC2 Automated Test Equipment	1
R-RA-AFP	01-May-02	Workplace Risk Assessment - Assembly Facility for Plug&PowerTM Modules	2

Page (25)



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R-RA-ATE	12-Apr-02	Equipment & Process Risk Assessment - IPC-1E ATE (Automatic Test Equipment)	2
R-RA-GSI	18-Oct-02	Product PP-AUS-13 & PP-AUS-213 Generic Process Risk Assessment	[1
R-RA-GSO	18-Oct-02	PP-AUS-13 & PP-AUS-213 Product Risk Assessment	1
R-RA-PLB	09-Aug-02	Workplace Risk Assessment - Product Development Lab Bench (PDG)	2
R-RA-SBE	17-Jun-02	Equipment & Process Risk Assessment - Schaffner BEST EMC Test Unit	1
R-ST-ATE	29-Nov-00	IPC-1E ATE Training Course	1
R-ST-ISS	08-Nov-01	Structured Training - Plug&PowerTM Inverter, Sunlogger & Sundown Program	1
R-ST-MOD	12-Jul-02	Structured Training Plug&PowerTM 1 & 3 Module displays (PS-PPDT,	1
	:	PNPDisplays01)	
R-ST-PAT	15-May-02	STRUCTURED TRAINING - Plug&PowerTM Assembly	2
R-ST-PIC	25-Jun-02	STRUCTURED TRAINING - Plug&PowerTM Installation Course [PS-PIC]	4
R-ST-PPDB	06-Jul-01	User Reference - Plug&Power™ Databases	1
R-ST-QUT	11-May-00	Plug&PowerTM Training Quality Presentation	0
R-ST-SBE	20-Sep-02	Structured Training Shaffner BEST-EMC Test Unit	1
R-ST-SMT	11-May-00	Plug&PowerTM Training Sales and Marketing Presentation	0
jiga Gualiya			; ,
S-CS-PPR	13-Mar-00	Plug&PowerTM System Requirements	1
S-DE-1AT	29-Mar-99	IPC-1Test Specification	5
S-DE-1EI	01-Apr-02	IPC-1E Manufacturing Document Index (MDI)	13
S-DE-ATE	05-Sep-00	IPC-1 Production ATE Safety Report	1
S-DE-BGI	27-Jun-01	Design Brief - Sunlogger	2
S-DE-C8U	21-Jun-02	Plug&PowerTM Concept Design PP-USA-280	1
S-DE-CII	14-Sep-01	Component Index - IPC-1E	12
S-DE-CM1	19-Feb-02	Mount - SM110 Component Index	1
S-DE-CMH	01-Aug-02	Mount - Hybrid Component Index	3
S-DE-CMT	30-Jan-03	Cyclonic Mount/Laminate Technical Requirement	1
S-DE-CPB	03-Dec-02	CSG - Plug&Power Product Brief	1
S-DE-F2A	10-Dec-02	Flyback Transformer FLY-2. Specification for Australia/Europe:	1
		105 degrees C, USA: 155 degrees C	
S-DE-F2B	10-Dec-02	Flyback Transformer FLY-2. Specification for Australia/Europe:	1
	;	130 degrees C, USA: 155 degrees C	
S-DE-F2P	03-Sep-02	Prototype Specification of Flyback Transformer FLY-2	1
S-DE-FL1	27-Mar-00	Flyback Transformer Specification FLY-1	1
S-DE-FL2	24-Oct-02	Flyback Transformer Specification FLY-2	5
S-DE-I2B	25-Mar-03	IPC-2 PCB Bill of Materials (BOM)	9
S-DE-12D	22-Jul-02	IPC-2 Software Description	1
S-DE-I2S	11-Jun-02	IPC-2 Software Functional Specification	2
S-DE-I2T	16-Aug-01	IPC-2 Technical Requirement	2
S-DE-I4C	13-Jun-01	Plug&PowerTM Concept Design PP-ITA-140	1
S-DE-IGT	18-Dec-00	IPC/GIU Technical Specification	1
S-DE-IP2	20-Dec-02	IPC-2 Manufacturing Document Index (MDI)	9
S-DE-LCD	04-Jun-02	Indoor Sunlogger Manufacturing Document Index (MDI)	2
S-DE-MDI	07-Jun-02	Outdoor Sunlogger Manufacturing Document Index (MDI)	13
S-DE-MLT		PP-XXX-213 Mount/Laminate Technical Requirement	2
S-DE-P&P		Plug&PowerTM Product Brief	4
S-DE-P8C	27-Jun-01	Plug&PowerTM Concept Design PP-AUS-280	ti '
S-DE-PA8	27-Jun-01	Plug&PowerTM Product Brief (PP-AUS-280)	1
-1 VO	Z/-Juli-01	inger one in i load blot (i i -nob-200)	1.

S-DE-PCD	24-Aug-01	Plug&PowerTM PP-MAY-140 Concept Design	1
S-DE-PI4	13-Jun-01	Plug&PowerTM Product Brief PP-ITA-140	ī
S-DE-PM4	29-Aug-01	Plug&PowerTM PP-MAY-140 Product Brief	1
S-DE-PMT	26-Nov-02	Mount/Laminate Technical Requirements	4
S-DE-PPC	18-Dec-00	Plug&PowerTM Concept Design	1
S-DE-PTR	28-Sep-01	Plug&PowerTM Packaging Technical Requirements	1
S-DE-PVS	12-Jun-03	SunEmpower Photovoltaic Panel Specification	2
S-MA-2TW	05-Feb-03	IPC-2 ATE Wiring Diagram	1
S-MA-A13	22-Oct-02	PP-AUS-13 (Plug&Power for Urban Australia with 1.3m2 panels)	1
		Product Description	
S-MA-A213	01-Apr-03	PP-AUS-213 (Second Generation Plug&PowerTM for Urban Australia)	1
	National Property of the Control of	Product Description	j
S-MA-CDF	27-Jun-01	PP-CDA-LCD Functional Specification	1
S-MA-CYC	06-Feb-03	PP-CYC-13 Plug&Power for Cyclonic Australia Product Description	2
S-MA-I4F	13-Jun-01	PP-ITA-140 Functional Specification	1
S-MA-MDI	18-Feb-02	Mount - SM110 Manufacturing Document Index (MDI)	1
S-MA-MDH	01-Aug-02	Mount - Hybrid Manufacturing Document Index (MDI)	3
S-MA-P8F	27-Jun-01	PP-AUS-280 Functional Specification	1
S-MA-P8U	06-Jun-02	PP-USA-280 Functional Specification	1
S-MA-PAK	14-Jul-00	Plug&PowerTM Supplier Packaging Specification PV Mounting System	[1
S-MA-PP1	14-Sep-00	IPC-1E Production Plan	6
S-MA-PP2	14-Mar-03	IPC-2 Production Plan	3
S-MA-PPF	18-Dec-00	Plug&PowerTM Functional Specification (P&P)	4
S-MA-PSP	21-Oct-02	Information Sheet - Plug&PowerTM Product Specification (P&P)	10
S-MA-SLP	25-Feb-03	Sunlogger Production Plan	2
S-MA-SPB	13-Sep-02	Plug&Power Packaging Specification Brackets for Hardtool Mount	1
S-MA-SPS	18-Feb-02	Plug & PowerTM Supplier Packaging Specification Hybrid Mount System	3
S-MA-SPX	30-Apr-03	Plug&Power Packaging Specification Hardtool Mount System	3
S-MA-U213	01-Apr-03	PP-USA-213 (2nd Generation Plug&Power for Urban USA) Product Description	3
S00015		IPC1 Inverter Software for ST6230 MCU	
S00019	· · · · · · · · · · · · · · · · · · ·	Labview software for the auto test of IPC inverter	
S00020		Excel VBA Macros to clean PEG Inverter raw data`	
S00023	1	GIU Tests	
S00024		Plug&Power Prediction	
S00028		Grid Interface Unit version one (GIU1) software	
S00029		GIU Box Design (Nielsen Design)	
S00030	as and and	Sundown Program - Plug&Power	
S00031		Software to set up IPCs and Sunloggers for each job and verify operation	•
S00032		IPC Calibration Test Jig Software (Labview)	
S00035	· ···	Labyiew Solar Simulator Front End VI	
S00036		IPC-2 Inverter Program for the TMS320LF2402A DSP	
S00037		Solar Setup	
500038	- 1	Solar Troubleshooter	
S00039		GIU Programmer	
S00040		GIU Program Patch	
S00040		Sundown Program - SunEmpower	
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Page (27)

PATENT

REEL: 016081 FRAME: 0170

Templates	建指定类		
T-DE-BRI	25-Sep-01	Product Brief Template 2	
T-DE-PRA	26-Feb-02	Product Risk Assessment Template 2	
Deposit Spring			
D00177	13-Jul-99	Hinge Assembly 9	
D00177P	02-May-00	HINGE ASSEMBLY PROTOTYPE 1	
D00178	13-Jul-99	JOINING BRACKET SM110 7	
D00179	13-Jul-99	FRAME PART A 8	
D00180	13-Jul-99	FRAME PART B 8	
D00181	13-Jul-99	FRAME ASSEMBLY OF PARTS A AND B 7	
D00182	13-Jul-99	MINI - STRAP - ROOF MOUNTING 2	
D00183	13-Jul-99	LOCKING PIN	-
D00184	13-Jul-99	CABLE CLIP	÷
D00186	13-Jul-99	STAY 1	•
D00201	13-Oct-98	IPC-1A INVERTER 1	
D00203	13-Nov-98	GRID INTERFACE DIGITAL 2	1
D00204	13-Nov-98	GRID INTERFACE ANALOGUE 2	
D00245	24-Sep-99	AIR FLOATATION TABLE: P.V. PANEL - HINGE BRAAKET ASSENBLY	
D00250	12-Feb-99	ASSEMBLY FACTORY FOR PLUG & POWER PRODUCTS 3	
D00272	29-Jan-99	IPC - 1B INVERTER	
D00296	13-Jul-00	P&P INVERTER RATING LABEL 7	
D00345	25-May-99	SINGLE LINE SYSTEM WIRING DIAGRAM AT	
		3 PRETORIA ST LILYFIELD	
D00346	25-May-99	SINGLE LINE SYSTEM WIRING DIAGRAM AT FOR COLAR 1	
		GENERATION IN PARRALLEL TO MAIN SUPPLY	å
D00347	25-May-99	PROPOSED LAYOUT OF DISTRIBUTION BOARD AT	. *
:		3 PRETORIA ST LILYFIELD	
D00354	23-Sep-99	SOLAR PANEL CLIP APPLICATOR	
D00370	13-Jul-00	P&P INVERTER FUSE LABEL 4	
D00374	05-Nov-99	GRIPPER ASSEMBLY CLIP APPLICATER 1	. :
D00377	04-Nov-99	PLUG & POWER INSTALLATION WITH IPC-1 0	
D00378	23-Nov-99	PLUG & POWER - SEALING PLUG FOR SIEMENS MODULE 1	
•		JUNCTION BOX	:
D00382	20-Dec-99	PLUG & POWER ASSEMBLY - LIGHT TABLE TOP & ROLLERS	
D00385	13-Jul-00	P&P INVERTER WARNING LABEL 4	
D00389	22-Feb-00	CLIP ASSEMBLY 4	
D00391	06-Apr-00	CLIP, DC CONNECTOR	
D00392	06-Apr-00	DEVICE MOUNTING BR 1	
D00393	06-Apr-00	IPC -1E CHASSIS 2	
D00394	06-Apr-00	IPC-1E LID 2	
D00395	06-Apr-00	1PC-1E CONNECTOR END PLATE	
D00396	14-Mar-00	PLUG & POWER - ELECTRICAL CONNECTION USING OKE4E 100 INVERTER 2	
D00397		PLUG & POWER - ELECTRICAL CONNECTION USING IPC-1 INVERTER 3	
D00404	20-Mar-00	PLUG & POWER SWITCH BOARD LABELS 2	•
D00406	03-May-00	4 PIN AC PANEL MOUNT CONNECTOR ASSEMBLY  2	
D00407	03-May-00	many to the supplementation of the control of the c	
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Page (28)

D00408	03-May-00		2
D00409	03-May-00	4 PIN AC FLYING LEAD CONNECTOR, ASSEMBLY	4
D00410	03-May-00	CURRENT TRANSFORMER MODIFICATION	2
D00411	03-May-00	DC CHOKE MODIFICATION	1
D00412	03-May-00	COMMON-MODE CHOKE, MODIFICATION	ī
D00413	03-May-00	FUSE HOLDER CABLE ASSEMBLY	1
D00414	03-May-00	IPC-IE ASSEMBLY	3
D00415	17-May-00	ASSEMBLEY DIMENSIONS SOLAREX SX 120U	1
D00442	18-Apr-00	ASSEMBLY: END EFFECTOR PANEL HINGE APPLICATION(S1), BODY(S2),	1
		LATCH & GRIPPERS(S3), PINS & PLATES (S4)	į
D00443	18-Apr-00	ASSEMBLY: END EFFECTOR PANEL CLIP APPLICATION (S1), BODY(S2),	1
	:	PLATES & PINS(S3)	
D00444	19-Арг-00	ASSEMBLY DIMENSIONS SIEMENS SM110	1
D00445	16-May-00	ASSEMBLY DIMENSIONS EUROSOLARE PL 16	1
D00446	20-Sep-00	JOINING BRACKET FOR LARGER MODULES	2
D00448	17-May-00	FRAME PART B EUROSOLARE PL16	1
D00452	04-Jul-00	FRAME ASSEMBLY- UPRIGHT STIFFENER	1
D00453	27-Jul-00	IPC - 1E Bill of Materials (BOM)	6
D00454	16-Aug-00	IPC - 1E INVERTER SCHEMATICS	2
D00459	21-Aug-00	IPC-1E_V1.0 PCB	1
D00460	10-Aug-00	Dummy Plug IPC-1	1
D00469	06-Oct-00	ASSEMBLY DIMENSIONS SIEMENS SP140	1
D00470	20-Sep-00	FRAME PART A - SIEMENS SP140	1
D00471	20-Sep-00	FRAME PART B - SIEMENS SP-140	3
D00472	20-Sep-00	FRAME ASSEMBLY - SIEMENS SP140	1
D00478	07-Nov-00	FRAME PART A - SIEMENS SP140	3
D00485		GIU - 1E SCHEMATICS	8
D00486	07-Nov-00	FRAME ASSEMBLY - SIEMENS SP140 (NESTING VERSION)	1
D00487	07-Nov-00	JOINING BRACKET FOR LARGER MODULES (NESTING VERSION)	2
D00494	05-Dec-00	Functional Test Jig	1
D00495	06-Mar-01	Ribbon Cable Assembly RS-232	3
D00496	06-Mar-01	Ribbon Cable Assembly 14 Core	2
D00497	06-Mar-01	Ribbon Cable Assembly 24 Core	2
D00498	06-Mar-01	Sunlogger - Outdoor Assembly Drawing	9
D00500	23-Feb-01	Twisted Cable Assembly	2
D00501	06-Mar-01	Cable Assembly	3
D00502	23-Feb-01	Case Front	4
D00503	06-Mar-01	Case Back	4
D00504	23-Feb-01	Core Loop Cable	2
D00505	23-Feb-01	Sunlogger Cable (Outdoor)	2
D00506	06-Mar-01	Insulating Paper	3
D00507	23-Feb-01	Earth Strap M4 LUG toM4 LUG	1
D00508	06-Mar-01	Barth Strap M4 LUG to F/L	†ı
D00509	19-Jan-01	GIU FRONT ARTWORK	3
D00510	02-Feb-01	GIU PVA PVN LABEL	4
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Page (29)

D00511	02-Feb-01	GIU WARNING LABEL	6
D00512	02-Feb-01	GIU METER LABEL	.4
D00514	21-Feb-01	GIU PLUG AND POWER LABEL	8
D00515	21-Mar-01	GIU-1E PWR POWER BD	5
D00516	21-Mar-01	GIU-1E CON CONTROL BD	4
D00517	10-Apr-01	GIU-1E V1.0 KEYPAD PCB	2
D00518	23-Feb-01	GIU BARTH LABEL	3
D00520	26-Feb-01	SINGLE MODULE DISPLAY	2
D00525	03-May-01	GIU SUPPORT FRAME	3
D00526	16-Mar-01	LCD Assembly	3
D00527	14-Mar-01	GIU-1E_V1.0 Control Board BOM	7
D00528	14-Mar-01	GIU -1E_V1.0 Power Board BOM	4
D00529	14-Mar-01	GIU-1E_V1.0 Miscellaneous BOM	8
D00532	02-May-01	ROOFTOP LALYOUT OF PLUG&POWER SYSTEM AT UNSW ELEC	2
	1	ENGINEERING	
D00533	30-Apr-01	PLUG&POWERTM - UNSW ELEC ENGINEERING ELECTRICAL &	2
		COMMUNICATIONS SCHEMATIC	
D00534	09-Apr-01	Plug & PowerTM - Electrical Connection at 51 Minora Rd, Dalkeith WA 6009	
D00537	06-Арт-01	Mount - Hardtool	14
D00538	09-Apr-01	Joining Bracket - Hardtool	13
D00541	18-May-01	P&P Assembly Jig for SP-140 and PL-16	1
D00542	09-May-01	ASSEMBLY DIMENSIONS SP140 PANEL	1
D00555	18-Jun-01	Siemens SM110 Array	1
D00564	17-Jul-01	SP140 Nestable Array	1
D00565	02-Aug-01	P&P Inverter Warning Label - GERMAN	3
D00566	02-Aug-01	GIU Warning Label - GERMAN	3
D00567	20-Jul-01	GIU-1E - Keypad 2 PCB	2
D00569	01-Aug-01	GIU Warning Label - ITALIAN	3
D00570	01-Aug-01	PandP Inverter Warning Label - ITALIAN	3
D00575	16-Aug-01	Joining Bracket - Hybrid	1
D00576	16-Aug-01	Mount Part A - Hybrid	6
D00577	16-Aug-01	Mount Part B - Hybrid	3
D00578	16-Aug-01	Mount Assembly - Hybrid	4
D00579	10-Sep-01	P&P Assembly Jig for Hybrid Mount/Laminate	1
D00580	03-Sep-01	Lever - P&P Test	1
D00581	03-Sep-01	P&P Assembly Test Layout Circuit Diagram	1
D00582	10-Sep-01	Base Board - Hybrid Mount/Laminate Jig	3
D00583	10-Sep-01	Side Board- Hybrid Mount/Laminates Jig	1
D00584	10-Sep-01	End Board- Hybrid Mount/Laminates Jig	1
D00585	10-Sep-01	Corner Adapter for PL-16 Hybrid Mount/Laminates Jig	1
D00586	10-Sep-01	Template for SP140 - Hybrid Mount/Laminates Jig	2
D00587	10-Sep-01	Template for PL16- Hybrid Mount/Laminates Jig	2
D00588	10-Sep-01	Template for BP 5170S - Hybrid Mount/Laminates Jig	2
D00589	10-Sep-01	Corner Adapter for 5170S Hybrid Mount/Laminates Jig	1
D00590	05-Sep-01	GIU and IPC Test Connection Drawing	2

mjos S0111283186v3 201128633 3.3.2004

Page (30)

PATENT PA

D00591	10-Sep-01		1 .
D00592	10-Sep-01		
D00593	10-Sep-01		3
D00594	10-Sep-01		1
D00595	10-Sep-01	Side Board - Eurosolare Mount/Laminate Jig	1
D00597	23-Nov-01	Bracket Clip Hardtool Mount	5
D00599	99 09-Oct-01 CE Marking Label		2
D00613	17-Oct-01	Plug&Power - Electrical Connection - Germany	2
D00623	20-Nov-01	Hybrid Array - Eurosolare PL16	1
D00624	28-Aug-02		1
D00625	23-Nov-01	Mount Part A - Hard Tool Prototype	2
D00626	23-Nov-01	Mount Part B - Hard Tool Prototype	1
D00631	23-Nov-01	Mount Assembly - Hard Tool Prototype	1
D00636	10-May-02	DC Cable IPC-1 BP Solar	2
D00639	16-Apr-02	Indoor Sunlogger Front Artwork	1
D00640	16-Apr-02	Indoor Sunlogger Keypad Graphics	ī
D00642	22-Feb-02	Indoor Sunlogger Rating Label	3
D00643	19-Nov-01	Base Assembly - Indoor Sunlogger	3
D00644	04-Mar-02	Indoor Sunlogger Schematic - Control Board and Power Board	2
D00645	16-Apr-02	GIU N A PVA PVN Label	1
D00648	16-Apr-02	Comms Cable Indoor Sunlogger	2
D00650	16-Apr-02	Core Loop Cable - Indoor Sunlogger	1
D00652	27-Mar-02	Indoor Sunlogger Control Board BOM	3
D00653	27-Mar-02	Sunlogger Power Board Bill of Materials (BOM)	6
D00655	16-Apr-02	3 Pin plug Lead	2
D00656	16-Apr-02	3 Pin Socket Lead	4
D00657	22-Mar-02	Catch bracket	
D00658	09-Apr-02	Bracket Hinge Hardtool Mount	3
D00660	16-Apr-02	Brown Power Board Lead	1
D00661	16-Apr-02	Blue Power Board Leads	1
D00662	04-Apr-02	IPC-1E Block Diagram	1
D00663	05-Apr-02	Plug&PowerTM-Electrical Connection for Police Dogs Unit at Sha Ling, Hong Kong	1
D00664	15-Apr-02	The McCormick Centre for the Environment - Fixing Locations for the Plug&PowerTM	1
D00665		PV System	
D00665	_	IPC-2 Chassis	7
D00666		AC End Plate	4
D00667		DC Bnd Plate	4
D00668		Inverter Lid	5
D00669	i	LCD Plastic Sheet - Indoor Sunlogger	2
D00670		PV Installation - The McCormick Centre for the Environment	1
D00671	;	Section Normal to Roof Showing PV Layout - CSIRO Energy Centre, Steel River, Newcastle	5
D00672	06-May-02	Bracket Hinge Cyclonic	3
D00673	06-May-02	Ministrap - Hard Tool Mounting	5 ;
D00674	09-May-02	Plug&Power - Electrical Connection at Unit 1, 37 Prowse St, Capel WA 6271	1

mjos S0111283186v3 201128633 3.3.2004

Page (31)

D00675	09-May-02	Plug&Power - Electrical Connection at Lot 3, Henty Brook Rd, Burekup WA 6227	1
D00676	29-May-02	P. IPC-2 Rating Label	7
D00677	29-May-02	P&P Inverter Warning Label - English, Italian, German	2
D00678	17-May-02	IPC-2 Miscellaneous Bill of Materials (BOM)	11
D00679	04-Jun-02	Cable Assembly IPC-2 USA AC Flying Lead	1
D00680	04-Jun-02	AC Cable IPC-2 Non-USA	2
D00681	04-Jun-02	Cable Assembly IPC-2 DC Panel - Mount	4
D00682	04-Jun-02	Cable Assembly IPC-2 AC Female Panel - Mount	3
D00683	04-Jun-02	Cable Assembly IPC-2 AC Male Panel Mount	3
D00685	17-May-02	IPC-2B Schematic	8
D00686	17-May-02	IPC-2 PCB	3
D00687	24-Jul-02	PV Switchboard Dimensions for CSIRO Energy Centre Auditorium	3
D00688	11-Jun-02	DC Cable US IPC-2 Shell	5
D00689	11-Jun-02	Cable Assembly USA IPC-2 BP Solar, DC Flying Lead	3
D00691	07-Jun-02	Assembly: End View (Applicators) Clip & Hinge Applicator	3
D00692	07-Jun-02	Assembly: End View (Panel Clamping) Clip & Hinge Applicator	2
D00693	07-Jun-02	Assembly: Longitudinal View Clip & Hinge Applicator	3
D00694	07-Jun-02	Assembly Clip & Hinge Applicator	3
D00695	07-Jun-02	Assemblies: Clip & Hinge Applicator	2
D00696	07-Jun-02	Frame Items Clip & Hinge Applicator	2
D00697	07-Jun-02	Frame Items Clip & Hinge Applicator	2
D00698	07-Jun-02	Frame Items Clip& Hinge Applicator	2
D00699	07-Jun-02	Frame Items & Parts Clip & Hinge Applicator	3
D00700	07-Jun-02	Items: Clip & Hinge Applicator	2
D00701	07-Jun-02	Items: Clip & Hinge Applicator	3
D00702	07-Jun-02	Items: Clip & Hinge Applicator	3
D00703	07-Jun-02	Items: Clip & Hinge Applicator	3
D00704	07-Jun-02	Items: Clip& Hinge Applicator	3
D00705	07-Jun-02	Items: Clip & Hinge Applicator	3
D00706	07-Jun-02	Items: Enclosure Frame Clip & Hinge Applicator	2
D00707	07-Jun-02	Enclosures: Clip & Hinge Applicator	2
D00708	07-Jun-02	Enclosures: Clip & Hinge Applicator	2
D00709	07-Jun-02	Enclosures: Clip & Hinge Applicator	2
D00710	14-Aug-02	Enclosures: Clip & Hinge Applicator	1
D00711	07-Jun-02	Enclosures: Clip & Hinge Applicator	2
D00712	07-Jun-02	Frame Items: Clip & Hinge Applicator	2
D00713	07-Jun-02	Enclosures Clip & Hinge Applicator	2
D00714	07-Jun-02	Pneumatic Diagram: Clip& Hinge Applicator	2
D00715	07-Jun-02	Air table Requirements Clip & Hinge Applicator	3
D00716	14-Aug-02	Assembly: Panel Guidance Clip & Hinge Applicator	1
D00717	14-Aug-02	Items & Parts List Clip & Hinge Applicator	1
D00719	14-Aug-02	Logic Diagram - Clip & Hinge Applicator	1
D00722	12-Jun-02	DC Cable IPC-2 Shell (Non-USA)	5
D00723	12-Jun-02	DC Cable IPC-2 BP (Non-USA)	4
D00725	18-Jun-02	IPC-2 DC Common Mode Choke	2
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Page (32)

D00726	23-Jul-02	IPC-2 Lexan Sheet	3
D00727	19-Jun-02	IPC-2 Current Transformer, Assembly	1
D00728	26-Jun-02	Cable Assembly - Fuseholder Active	2
D00729	26-Jun-02	Cable Assembly - Fuseholder Neutral	2
D00735	15-Aug-02	PV Legend - CSIRO Energy Centre, Streel River, Newcastle	1
D00736	15-Aug-02	Plug&PowerTM Support Bracket Locations	1
D00737	14-Aug-02	Pressure Blocks - P&P Panel Assembly	2
D00738	14-Aug-02	Indoor Sunlogger Front Artwork - US	2
D00739	12-Sep-02	Tab Tool P&P Mount	5
D00740	06-Sep-02	Stay P&P Panel	1
D00741	18-Sep-02	P&P Inverter Fuse Label IPC-2	1
D00742	28-Aug-02	Sunlogger Terminal Label US	1
D00743	30-Aug-02	Indoor Sunlogger Rating Label US	2
D00745	12-Sep-02	Section Normal to Roof Showing Attachment Points - CSIRO Energy Centre Steel	1
		River Newcastle	Ì
D00759	06-Nov-02	PCC Compliance Label	1
		Compliance Label	
D00760	06-Nov-02	Plug&Power Electrical Connection at 6 Pulo Rd, Mount Pleasant, WA	1
D00761	06-Nov-02	Plug&Power Electrical Connection - at 5 Siska Court, Halls Head, WA. 6210	1
D00762	08-Nov-02	Plug&Power Electrical Connection - at Lot 1174 Delgardo Parade, Iluka, WA	1
D00763	29-Jan-03	Catch Bracket - Indoor Sunlogger	1
D00764	04-Feb-03	Layout P&P Assembly Area	1
D00765	03-Apr-03	End Piece - Multi BP Panel Box	
D00766	03-Apr-03	Centre Supports Multi BP Panel Box	
D00767	03-Apr-03	End Support Multi BP Panel Box	1
D00768	03-Apr-03	mary Piece Multi BP Panel Box	
D00769	03-Apr-03	Multi BP Panel Box Bill of Materials	
D00770	03-Mar-03	Bracket Hinge Cyclonic Hardtool Mount	1
D00771	03-Mar-03	Plug&Power Electrical Connection using IPC-2 Inverter	1
D00772	23-Apr-03	Multi Shell Panel Box	
D00773	13-May-03	SunEmpower (US) Array (Shell)	1
D00775	21-May-03	Blanking Plate Indoor Sunlogger	2
200776	22-May-03	SunEmpower Electrical Connection	1
D00777	30-Jul-03	Buik BOS Box	1
D00779	30-Jun-03	Art Gallery of SA Plug&Power Circuit Chart	1
D00780	30-Jun-03	Art Gallery of SA Module Layout - Northern Roof	1
000781	30-Jun-03	Art Gallery of SA Module Layout - Southern Roofs	1
00800	22-May-03	Electrical connection for Plug&Power system for world of energy	2
SW0001	19-Jan-02	Front Cover Indoor Sunlogger	2
W0002	15-May-02	IPC-2B Solidworks Model	7
SW0003	30-Jul-03	Bulk BOS Box SW Model	1

Page (33)



#### 3.3 **Web Domain Names**

Domain Name	Expiry Date	
www.plugandpower.com	8 March 2004	
www.plugandpower.com.au	1 April 2004	
www.sunempower.com	21 September 2004	
www.sunempower.com.au	5 December 2003	
www.suned.org	May 2005	

**RECORDED: 12/17/2004** 

Page (34)