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**CORRESPONDENCE DATA**

Fax Number: (703)836-2787

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: (703) 836-6400
Email: email@oliff.com
Correspondent Name: MATTHEW C. BARTHALOW
Address Line 1: OLIFF PLC
Address Line 2: P.O. BOX 320850
Address Line 4: ALEXANDRIA, VIRGINIA 22320-4850

**ATTORNEY DOCKET NUMBER:** 179990

**NAME OF SUBMITTER:** ASHLEY TOBIAS

**SIGNATURE:** /Ashley Tobias/ for Matthew C. Barthalow

**DATE SIGNED:** 02/02/2018

Total Attachments: 16
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beglaubigte auszugsweise Abschrift

Urkunde von Notar
Dr. jur. Stephan Schuck mit dem Amtssitz in Andernach

Die Übereinstimmung dieser Abschrift mit der mir vorliegenden Urschrift wird mit dem Bemerken beglaubigt, dass in ihr die Auflussung nicht enthalten ist.

Andernach, den 25.09.2017

Notar
Framework Agreement

by and between

(1) Mr. Horst Piepenburg,

born 9 March 1954, attorney at law, with business address at c/o Piepenburg Gering Rechtsanwälte, Heinrich-Heine-Allee 20, 40213 Düsseldorf (the Insolvency Administrator),

(a) acting in his capacity as insolvency administrator over the estate of SolarWorld AG (hereinafter SWAG), Martin-Luther-King-Str. 24, 53175 Bonn, registered with the commercial register of the local court of Bonn under HRB 8319,

-- hereinafter also referred to as Seller 1 --

(b) acting in his capacity as insolvency administrator over the estate of SolarWorld Industries Thüringen GmbH (hereinafter SWIT), Robert-Bosch-Straße 1, 99310 Amstadt, registered with the commercial register of the local court of Jena under HRB 510228,

-- hereinafter also referred to as Seller 2 --

(c) acting in his capacity as insolvency administrator over the estate of SolarWorld Industries Sachsen GmbH (hereinafter SWIS), Berthelsdorfer Str. 111 a, 09599 Freiberg, registered with the commercial register of the local court of Chemnitz under HRB 26331,

-- hereinafter also referred to as Seller 3 --

(d) acting in his capacity as insolvency administrator over the estate of SolarWorld Innovations GmbH (hereinafter SWIN), Berthelsdorfer Str. 111 a, 09599 Freiberg, registered with the commercial register of the local court of Chemnitz under HRB 23702,

-- hereinafter also referred to as Seller 4 --
– Seller 1, Seller 2, Seller 3 and Seller 4 hereinafter jointly also referred to as the Sellers –

– SWAG, SWIT, SWIS and SWIN hereinafter jointly also referred to as the Companies –

(2) SolarWorld Industries GmbH

with registered seat in Bonn, registered with the commercial register of the local court of Bonn under HRB 23089

– hereinafter also referred to as the Purchaser –

– the Sellers, and the Purchaser hereinafter jointly also referred to as the Parties

and each a Party –

Preambel

(A) SWAG is a global manufacturer and supplier of solar energy solutions. In particular, SWAG is present in three segments of the solar market, namely "residential", "commercial" and "utility", and offers its customers leading solar energy solutions. It is the group parent company of the SolarWorld group.

(B) SolarWorld group manufactures crystalline silicon-based solar power products and is active in all stages of value creation. Its business activities range from crystallization and wafering, through the cell to the module (Production Activities), as well as sales and distribution (Sales Activities). In addition, SolarWorld group operates its own research and development (R&D Activities).

(C) The main Production Activities, certain Sales Activities and the main R&D Activities of the SolarWorld group are located in Germany. They are performed by SWAG and its wholly owned subsidiaries SWIT, SWIS and SWIN as follows:

(a) SWAG: Licensing and Sales (the latter to the extent not performed in foreign subsidiaries of SWAG),

(b) SWIT: Production in Arnstadt,

(c) SWIS: Production in Freiberg, and

(d) SWIN: R&D in Freiberg.

(D) On 1 August 2017, insolvency proceedings have been initiated over the Companies’ assets; Mr. Horst Piepenburg has been appointed as Insolvency Administrator for each of the Companies:
(a) Seller 1: Order of the local court of Bonn (file number 99 IN 79/17) dated 1 August 2017,

(b) Seller 2: Order of the local court of Bonn (file number 99 IN 81/17) dated 1 August 2017,

(c) Seller 3: Order of the local court of Bonn (file number 99 IN 82/17) dated 1 August 2017,

(d) Seller 4: Order of the local court of Bonn (file number 99 IN 83/17) dated 1 August 2017.

(E) The Sellers intend to sell and transfer certain parts of their respective business operations to the Purchaser in accordance with this Agreement. The Purchaser intends to purchase and acquire the aforementioned parts of the business operations of the Sellers in accordance with this Agreement.

Against this background, the Parties enter into the following agreement (the Agreement).
Part A.
Sale and Purchase of the Assets and Rights of SWAG (Seller 1)
3. Intangible Assets

3.1 The Seller hereby sells to the Purchaser, who accepts such sale, all intangible assets (immaterial Vermögensgegenstände) of SWAG in the meaning of section 266 para. 2 A I. HGB, including all patents, utility models, trademarks, business designations, designs, copyrights, internet domain names and know-how, as well as any applications for such rights (the Intangible Assets SWAG), provided that, if a consent of a third party for the sale and transfer of the intangible asset is required, the respective third party has granted such consent. No Intangible Assets SWAG shall be, sold or otherwise withdrawn from the business of SWAG during the period from the Signing Date to the Closing Date.
Part B.
Sale and Purchase of the Assets and Rights
of SWIT (Seller 2)
4. Receivables

5. Intangible Assets

5.1 The Seller hereby sells to the Purchaser, who accepts such sale, all intangible assets (immaterialle Vermögensgegenstände) of SWIT in the meaning of section 266 para. 2 A I. HGB, including all patents, utility models, trademarks, business designations, designs, copyrights, internet domain names and know-how, as well as any applications for such rights (the Intangible Assets SWIT), provided that, if a consent of a third party for the sale and transfer of the intangible asset is required, the respective third party has granted such consent. No Intangible Assets SWIT shall be, sold or otherwise withdrawn from the business of SWIT during the period from the Signing Date to the Closing Date.
Part C.
Sale and Purchase of the Assets and Rights of SWIS (Seller 3)
4. Receivables

5. Intangible Assets

5.1 The Seller hereby sells to the Purchaser, who accepts such sale, all intangible assets (immaterielle Vermögensgegenstände) of SWIS in the meaning of section 266 para. 2 A I. HGB, including all patents, utility models, trademarks, business designations, designs, copyrights, internet domain names and know-how, as well as any applications for such rights (the Intangible Assets SWIS), provided that, if a consent of a third party for the sale and transfer of the intangible asset is required, the respective third party has granted such consent. No Intangible Assets SWIS shall be, sold or otherwise withdrawn from the business of SWIS during the period from the Signing Date to the Closing Date.
Part D.
Sale and Purchase of the Assets and Rights of SWIN (Seller 4)
4. Receivables

5. Intangible Assets

5.1 The Seller hereby sells to the Purchaser, who accepts such sale, all intangible assets (immaterialle Vermögensgegenstände) of SWIN in the meaning of section 266 para. 2 A I. HGB, including all patents, utility models, trademarks, business designations, designs, copyrights, internet domain names and know-how, as well as any applications for such rights (the Intangible Assets SWIN), provided that, if a consent of a third party for the sale and transfer of the intangible asset is required, the respective third party has granted such consent. No Intangible Assets SWIN shall be, sold or otherwise withdrawn from the business of SWIN during the period from the Signing Date to the Closing Date.
Dr. jur. Thomas Steffens
Dr. jur. Stephan Schuck
Notare
Rennweg 97, 56626 Andernach

GENEHMIGUNG

Zu der dem Inhalt nach bekannten Urkunde von Notar

Dr. jur. Stephan Schuck
in Andernach

vom 07./08. August 2017, Urk.R.Nr. 1709 für 2017 A, wird
hiermit in allen Teilen die Zustimmung erteilt.

gez. Dr. Asbeck
für die SolarWorld Industries mit dem Sitz in Bonn
Urk.R.Nr. 1710 für 2017 A
/ap
Hiermit beglaubige ich die vorstehende, vor mir anerkannte
Namensunterschrift von Herr Dr.-Ing. E.h. Frank Heinz Hermann Asbeck, geboren am 11. August 1959, wohnhaft in
53175 Bonn, Martin-Luther-King-Straße 24,
- dem Notar bekannt -.  

Andernach, den 08. August 2017

(L.S.) gez.Schuck

Notar
Der unterzeichnete Rechtsanwalt Horst Piepenburg, geschäftsansässig Heinrich-Heine-Allee 20, 40211 Düsseldorf, handeind jeweils als Insolvenzverwalter über das Vermögen der folgenden Gesellschaften:

- **SolarWorld Aktiengesellschaft** mit Sitz in Bonn, eingetragen im Handelsregister des Amtsgerichts Bonn unter HRB 8319,

- **SolarWorld Industries Thüringen GmbH** mit Sitz in Arnstadt, eingetragen im Handelsregister des Amtsgerichts Jena unter HRB 510228,

- **SolarWorld Industries Sachsen GmbH** mit Sitz in Freiberg, eingetragen im Handelsregister des Amtsgerichts Chemnitz unter HRB 26331,

- **SolarWorld Innovations GmbH** mit Sitz in Freiberg, eingetragen im Handelsregister des Amtsgerichts Chemnitz unter HRB 23702,

aufgrund der jeweiligen Bestallungsurkunde des Amtsgerichts Bonn vom 1. August 2017 – Az. 99 IN 79/17, 99 IN 81/17, 99 IN 82/17 bzw. 99 IN 83/17 –


Düsseldorf, den 8. August 2017
Hiermit beglaubige ich die vorstehende, vor mir vollzogene Unterschrift des mir von Person bekannten

Herrn Rechtsanwalt Horst Piepenburg, geschäftsanässig Heinrich-Heine-Alee 20, 40211 Düsseldorf,

handend jeweils als Insolvenzverwalter über das Vermögen der folgenden Gesellschaften:

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- **SolarWorld Industries Sachsen GmbH** mit Sitz in Freiberg, eingetragen im Handelsregister des Amtsgerichts Chemnitz unter HRB 26331,

- **SolarWorld Innovations GmbH** mit Sitz in Freiberg, eingetragen im Handelsregister des Amtsgerichts Chemnitz unter HRB 23702,


Düsseldorf, den 8. August 2017

[Signature]

Dr. Marc Grotheer
Notar