

ANNEX 1:

DRAFT ANALYSIS

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

[REDACTED]

HEREINAFTER CALLED: CL (THE CLIENT)

AND

[REDACTED]

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE

[REDACTED]

**FOLLOWING IS THE DRAFT ANALYSIS FOR THE POTENTIALS
OF ENERGY AND MAINTENANCE SAVINGS.**

THE ANALYSIS WILL BE PREPARED BY THE CN.

The Saving Guarantee Contract has been developed with support of the Intelligent Energy Europe programme.

ANNEX 2:

CONTRACTUAL OBJECT

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

[REDACTED]

HEREINAFTER CALLED: CL (THE CLIENT)

AND

[REDACTED]

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE

[REDACTED]

**THE FOLLOWING STREETS, ROADS AND PLACES
ARE FORMING THE CONTRACTUAL OBJECT.**

SPECIFICATIONS ACCORDING TO:

§ 1 SAVING GUARANTEE CONTRACT

THE ATTACHED DATA WILL BE PROVIDED FOR VERIFICATION BY THE CL.

List of Objects

No.	Street/Place/Road name	Type of Street	Installation numbers	Number of Installations
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				

ANNEX 3:

DATA BASIS

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

HEREINAFTER CALLED: CL (THE CLIENT)

AND

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE _____

THE ATTACHED DATA ENTRY FORMS FOR THE STREETS, ROADS AND PLACES LISTED IN ANNEX 2 ARE PART OF THIS ANNEX 3.

THE DATA WILL BE PROVIDED FOR VERIFICATION BY THE CL.

_____, date _____

For the CL:

_____, date _____

For the CN:

(Stamp/official seal and legally binding signature)

(Stamp/official seal and legally binding signature)

Preliminary Remark

The following data form the basis for the Saving Guarantee Contract for which the bidder is to draw up an offer and it will become part of the contract if the contract is awarded. Regardless of whether or not the client has already filled in parts of the following items with the help of his documents it is in so far and also otherwise exclusively the bidder's obligation to do the following for the purpose of drawing up his offer:

- a) data entered by the client have to be checked for correctness and corrected if necessary using a red pen and
- b) procure the information requested below.

Items not filled in by the client are meant to be checklists to assist the bidder. Data in so far not collected by the bidder will not be considered in the Saving Guarantee Contract in so far as the actual state of the lighting system is concerned here.

Inquiries will be handled by the contact named in I.A. either directly or by specifying the office providing the information required. Apart from that the bidder may at any time contact the award office specified in the tender documents.

A. General Contact Data

Commune:

Address:

Contact Person:

Telephone:

Fax:

E-Mail:

C. Planned change of utilisation:

Change in street category:

Measure:

Street name:

Date of measure:

Extension / Reduction of installations:

Measure:

Street name:

Date of measure:

Other changes of utilisation:

Measure:

Street name:

Date of measure:

D. Energy consumption and costs:

Energy consumption of the last 3 years:

20 kWh

20 kWh

20 kWh

Current energy price: €/kWh

E. Electricity meters

Number of connected light points in total:

Number of electricity meters:

Do electricity meters exist for single streets / sub-system?

- No
- Yes, for all streets
- Yes, for the following streets
- Yes, following sub-systems

Acknowledgement

Bidder: _____

Street/No.: _____

Postal code/city: _____

The above data of the Data Entry Form are complete and factually correct. The standards defined by the CL are accepted as being binding.

_____, date _____

(Stamp and signature of the bidder)

ANNEX 4:

AUTHORISED PROJECT REPRESENTATIVES

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

HEREINAFTER CALLED: CL (THE CLIENT)

AND

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE _____

For the CL:

For the CN:

(Stamp/official seal and legally binding signature)

(Stamp/official seal and legally binding signature)

Authorised project representative of the CL and his deputy for all matters concerning the Saving Guarantee Contract are:

Name:
Phone:
E-Mail:

Fax:

Name:
Phone:
E-Mail:

Fax:

Authorised project representative of the CN and his deputy for all matters concerning the Saving Guarantee Contract are:

Name:
Phone:
E-Mail:

Fax:

Name:
Phone:
E-Mail:

Fax:

ANNEX 5:

PERFORMANCE SHEET

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

HEREINAFTER CALLED: CL (THE CLIENT)

AND

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE _____

THESE SHEETS ARE SPECIFICATIONS REFERING TO:

§ 4.2 SAVING GUARANTEE CONTRACT

THE DATA IS PROVIDED FOR VERIFICATION BY THE CONTRACTOR.

_____, date _____

_____, date _____

For the CL:

For the CN:

(Stamp/official seal and legally binding signature)

(Stamp/official seal and legally binding signature)

1. The CN will provide the following saving measures:

1.1. Construction work: See performance specifications **Annex 1**
Preparatory services within the meaning of § 4.2. of the Saving Guarantee Contract?

- Yes
 No

1.2. Other services: See performance specifications **Annex 2**
Preparatory services within the meaning of § 4.2. of the Saving Guarantee Contract?

- Yes
 No

1.3. Completion and Acceptance Inspection

The CN shall inform the CL of the completion of the services following an examination by the CN for free-of-defects execution. In particular, the standards specified in the Data Entry Form (Appendix 3 of the Saving Guarantee Contract, No. III.) must be complied with. After that the services will be inspected for acceptance in accordance with the Saving Guarantee Contract.

Together with the completion notification the CN will present a bill of quantities on the basis of Appendix 2 and/or 3. The standards applied to the performance specifications in accordance with § 4.2. of the Saving Guarantee Contract are sufficient. At the end of the bill of quantities the total net investment volume must be stated showing the following:

- a) Share of planning/engineering in EUR (net) and per cent of the total amount
- b) Share of technical installations/equipment/objects in EUR (net) and per cent of the total amount

2. Performance Deadlines

The following legal binding performance deadlines apply:

Start of performance:
Completion/delivery/handing over:




3. Peculiarities of the place of performance

The CL will ensure within the period (No. 2.) that the contractual object can be accessed at the following times for provision of the services:

Monday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock
Tuesday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock
Wednesday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock
Thursday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock
Friday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock
Saturday	from	<input type="text"/>	o'clock	until	<input type="text"/>	o'clock

4. Documentation

On completion of the services, the CL shall receive the following documents in the case of construction work:

- Functional description (in triplicate)
- Manual (one copy)
- Technical information, Luminaire data (one copy)
- If applicable, interfaces between installations existing in the contractual object and the installations built by the CN
- 
- 
- 

Apart from that, the CL shall receive the associated product information in the case of all other services.

ANNEX 6:

**INVESTMENT STRUCTURE, LIST OF
PRODUCTS AND QUALITY CRITERIA**

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

[REDACTED]
[REDACTED]
[REDACTED]

HEREINAFTER CALLED: CL (THE CLIENT)

AND

[REDACTED]
[REDACTED]
[REDACTED]

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE

[REDACTED]

THE ATTACHED DATA WILL BE PROVIDED FOR VERIFICATION BY THE CN

We declare the following in a legally binding way in the event we are awarded the contract:

Our offer is based on the following investment structure which we will observe in the context of our preparatory services in accordance with § 4.2. of the Saving Guarantee Contract if we are awarded the contract.

Total investment volume (net excl. turn. tax): Euro 100 %

Distributed (net excl. turnover tax) according to § 4.5.1. Saving Guarantee Contract:

1) Planning / Engineering Euro %

2) Technical Installations / Equipment / Objects Euro %

With regard to the service under 2) above we will use the products and manufacturers specified in **Appendix 1**.

The products listed in Appendix 1 are fulfilling the quality criteria shown in **Appendix 2**.

We are aware that for performance of the contract we may use products of other manufacturers only if they are equal also with regard to availability of replacement parts and maintenance expenditure **and** the CL has given his prior written approval.

Moreover, we represent and warrant that for a period of years after the end of the Saving Guarantee Contract replacement parts and software updates will be available for the above-mentioned products and installations including those used with the express permission of the CL at prices usual in the market and accordingly there will be no need to use considerably more expensive special custom-made products. Should nevertheless custom-made products need to be procured then our liability will be limited to procuring such products for the CL and paying any extra expenses.

(Place, date, stamp and legally binding signature)

Appendix 2: Quality Criteria

Part	Quality Criteria	Value
Luminaire		
Type:	Service life [a]:	
	Maintenance factor:	
	Protection rate (IP):	
Type:	Service life [a]:	
	Maintenance factor:	
	Protection rate (IP):	
Lamp		
Type:	Service life [h]:	
	Maintenance factor:	
	Luminous efficacy [lm/W]:	
	Colour appearance:	
Type:	Service life [h]:	
	Maintenance factor:	
	Luminous efficacy [lm/W]:	
	Colour appearance:	
Ballast		
Type:	Service life [h]:	
	Maintenance factor:	
	Loss of efficiency:	
	Starter time:	
Type:	Service life [h]:	
	Maintenance factor:	
	Loss of efficiency:	
	Starter time:	

ANNEX 7:

SUBJECT MATTER

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

[REDACTED]

HEREINAFTER CALLED: CL (THE CLIENT)

AND

[REDACTED]

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE

[REDACTED]

**IN THIS ANNEX THE COMPONENTS OF THE LIGHTING SYSTEM
OF THE OBJECTS LISTED IN ANNEX 2
ARE SPECIFIED AT PRESENT STATE OF KNOWLEDGE.**

THESE SHEETS ARE SPECIFICATIONS REFERING TO:

§ 4.3 SAVING GUARANTEE CONTRACT

THE DATA IS PROVIDED FOR VERIFICATION BY THE CL.

Appendix 1: Subject Matter

Part of installation	Energy saving	Maintenance	Cleaning		Other responsibilities	Places	
	Implemented measures	According to DIN 31051	Periods			Street name	Installation No.
<i>Lamp</i>	<i>Replacement of HST 250 W by HST 150 W</i>	<i>Maintenance, Inspection, Repair, Clearance of weak spots</i>	<i>no</i>	<i>-</i>	<i>none</i>	<i>Oslo Street, Madrid Street</i>	<i>1234 – 1300, 7000 – 7050</i>
<i>Luminaire</i>	<i>Change of luminaire head</i>	<i>Maintenance, Inspection</i>	<i>yes</i>	<i>yearly</i>	<i>none</i>	<i>Berlin Street</i>	<i>2345 – 2350</i>
<i>Ballast</i>	<i>Integration of electronic ballast</i>	<i>Maintenance, Inspection, Repair, Clearance of weak spots</i>	<i>no</i>	<i>-</i>	<i>none</i>	<i>Berlin Street, Rome Street, Paris Street</i>	<i>2345 – 2350, 378 – 390, 6000 – 6010</i>

The three data set entries are exemplarily.

ANNEX 8A:

CALCULATION INSTRUCTIONS

Calculation Instructions for the Determination of the Operating Costs Baseline, the Annual Amounts of Savings and the Remuneration

Version a)

These Calculation Instructions are only valid for energy supplies registered and invoiced by meters!

1. Basics

All prices and costs applied, including the operating costs baseline, are stated exclusively as net amounts. Changes in the amount of the statutory value-added tax are therefore not included in the calculation of the annual savings.

To determine the operating costs the overall consumption costs registered by meters and invoiced by the supplier on a period basis and the maintenance costs have to be calculated. The CL has adjusted the reference prices taking account of the price trends as they are currently foreseen¹. The prices are valid for the entire duration of the contract and form the basis of the baseline and the savings to be determined on an annual basis. Thus the CL bears the risk of changes in prices and tariffs.

The reference price for any meter is the tariff valid for that meter including the discounts granted to the CL plus all energy-related taxes.

The relevant period for the calculation of the baseline is the period from . .20 – . .20 . Accordingly, settlements during the contract period are to be referred to full contract years.

2. Baseline Calculation

2.1 Energy costs baseline

2.1.1 Energy Supplies Invoiced on a Lump-sum Basis (independent of settlement period)

In the case of energy supplies invoiced on a lump-sum basis or using fixed annual lump-sums the unadjusted annual lump-sum value is used for calculation of the energy costs baseline.

2.1.2 Energy Supplies Invoiced on a Period Basis (depending on the settlement period)

Energy supplies registered by meters and invoiced by the supplier on a period basis are used as basis for the year under review on a per-day basis.

This includes energy supplies and base prices.

¹ Reference prices are usually the tariffs valid at the end of the baseline year. If the baseline period lies far in the past, then current tariffs may be used. Strategic reference price determination is also possible (e.g. if considerable price changes are to be expected).

In the case of invoices reaching beyond the year under review the energy supplies are used as a basis for the year under review on a per-day basis.

$$EB_0 = EB_A \cdot \frac{d'_0}{d_A} + EB_B \cdot \frac{d''_0}{d_B}$$

EB_0 : Energy supply (kilowatt hours) for the year under review

EB_A : Energy supply (kilowatt hours) of accounts reaching into the preceding year

EB_B : Energy supply (kilowatt hours) of accounts reaching into the subsequent year

d_0 : Number of days in the year under review (365 or 366)

$$d_0 = d'_0 + d''_0$$

d'_0 : Number of accounting days in the year under review of accounts reaching into the preceding year

d''_0 : Number of accounting days in the year under review of accounts reaching into the subsequent year

d_A : Number of accounting days of accounts reaching into the preceding year

d_B : Number of accounting days of accounts reaching into the subsequent year

In the case of monthly invoices the invoices completely falling into the year under review are to be taken into account in addition to those reaching beyond the year under review..

2.1.3 Calculation of Energy Supply Costs

The **energy supply costs (EBK_0)** of the year under review are determined from the energy supply determined in the way described by applying the respective reference price according to Annex 9.

$$EBK_0 = EB_0 \cdot R_0$$

R_0 = reference price [€/kWh]

2.2 Maintenance costs baseline

Decisively changeable factors are the costs for changing the lamps. These costs include the costs for the lamps, wages, vehicles and disposal as well as cleaning of the lamps. The annual costs for changing the lamps are also influenced by the operating method and the service life or changing intervals of the lamps.

The number of lamps to change annually n_{law} is calculated as shown below:

$$n_{law} = \frac{t_{GN}}{TL} \cdot n_{laGN} + \frac{t_{HN}}{TL} \cdot n_{laHN}$$

t_{GN} = annual operating time in full night service

t_{HN} = annual operating time in half night service

n_{laGN} = number of lamps in full night or reduced service

n_{laHN} = number of lamps in half night service
TL = service life of the lamps

The annual **costs for changing the lamps** LWK_0 are:

$$LWK_0 = n_{law} \cdot K_{law}$$

K_{law} = Material costs, wage, cleaning and disposal costs for a single change of lamp

2.3 Operating costs baseline

The annual **operating costs** BK_0 are calculated as shown below:

$$BK_0 = EBK_0 + LWK_0$$

3. Amount of Savings

3.1 Principles

The Energy Saving Guarantee Contract aims at reducing the operating costs for street lighting. The supply costs are reduced by the following mechanisms:

- Reduction of kilowatt hour rate delivery [kWh]
→ will be 100% effective for the CN's remuneration
- Reduction of maintenance costs
→ will be 100% effective for the CN's remuneration
- Tariff changes
→ will not be effective for the CN's remuneration

Thus, tariff changes during the contract period and the associated price risk will basically be completely to the benefit/detriment of the CL.

The energy savings are calculated from the difference in energy supply in the invoicing of the energy supplier.

3.2 Usage Adjustment According to § 7.3.

If changes in utilisation occur during the period of contract which result in a direct influence on the energy supply and/or maintenance costs, the expected changes have to be taken into account.

3.3 Determination of the Reduction of the Energy Supplies in the Settlement Year

The usage adjusted energy supplies in the settlement year are compared to the consumption in the baseline year:

$$\Delta EB_{AJ} = EB_0 - EB_{AJ}^*$$

ΔEB_{AJ} : Reduction of energy supply costs in the settlement year

EB_0 : Energy supply in the baseline year

EB_{AJ}^* : usage adjusted energy supply in the settlement year

By using the corresponding emission factors the lowering of CO₂ emissions can be calculated based on the calculated energy supply reduction.

3.4 Determination of the Reduction of the Maintenance Costs

The reduction of the maintenance costs is based on the offer of the CN.

3.5 Determination of the Amount of Savings in the Settlement Year

Reductions of energy supplies realised in the settlement year are rated with the demand reference prices, after usage adjustment. This procedure ensures a clear differentiation of the causes of energy cost reductions. The CN can only claim actual reductions in the amount of energy consumption and reductions in the amount of maintenance costs.

The **operating cost savings** achieved in the settlement year are calculated using the following formula:

$$\Delta BK_{AJ} = \Delta EBK_{AJ} + \Delta LWK$$

ΔBK_{AJ} : Reduction of operating costs in the settlement year

ΔLWK : Reduction of the maintenance costs according the offer

4. Remuneration

If in the settlement year the savings do not exceed the monetary value of the saving guarantee, then the CN's remuneration is calculated as shown below:

$$GVA_{AJ} = \Delta EBK_{AJ} - HE$$

GVA_{AJ} : Basic remuneration in the settlement year in EUR

HE : Guaranteed budgetary relief of the CL in EUR

ANNEX 8B:**CALCULATION INSTRUCTIONS****Calculation Instructions for the Determination of the
Operating Costs Baseline,
the Annual Amounts of Savings
and the Remuneration****Version b)**

These Calculation Instructions are only valid for energy supplies which are not registered and invoiced by meters!

1. Basics

All prices and costs applied, including the operating costs baseline, are stated exclusively as net amounts. Changes in the amount of the statutory value-added tax are therefore not included in the calculation of the annual savings.

To determine the operating costs the overall consumption costs have to be calculated on the basis of the data given in Annex 3, if consumption registration by meters is missing. The CL has adjusted the reference prices taking account of the price trends as they are currently foreseen². The prices are valid for the entire duration of the contract and form the basis of the baseline and the savings to be determined on an annual basis. Thus the CL bears the risk of changes in prices and tariffs.

The relevant period for the calculation of the baseline is the period from . .20 – . .20 . Accordingly, settlements during the contract period are to be referred to full contract years.

2. Baseline Calculation**2.1 Calculative determined energy supplies**

The calculation of the energy supply results from the calculation of the different lamp types, the operating time at full and reduced capacity and the obtained power. For the calculation the different existing calculation tools can be used (e.g. the calculation tool developed in the E-Street project).

$$EB_0 = n_{LAM_1} \times (L_{VOLL_1} \times t_{VOLL_1} + L_{RED_1} \times t_{RED_1}) + n_{LAM_2} \times (L_{VOLL_2} \times t_{VOLL_2} + L_{RED_2} \times t_{RED_2}) + \dots \\ + n_{LAM_n} \times (L_{VOLL_n} \times t_{VOLL_n} + L_{RED_n} \times t_{RED_n})$$

EB₀ : Energy supply (kilowatt hours) for the year under review

n_{LAM_x} : Number of lamps per type of lamp

² Reference prices are usually the tariffs valid at the end of the baseline year. If the baseline period lies far in the past, then current tariffs may be used. Strategic reference price determination is also possible (e.g. if considerable price changes are to be expected).

L_{VOLL_x} :	Power of the respective lamp at full capacity [W]
L_{RED_x} :	Power of the respective lamp at reduced capacity [W]
t_{VOLL_x} :	Operating time of the respective lamp at full capacity [h]
t_{RED_x} :	Operating time of the respective lamp at reduced capacity [h]

2.2 Calculation of Energy Supply Costs

The **energy supply costs (EBK₀)** of the year under review are determined from the energy supply determined in the way described by applying the respective reference price according to Annex 9.

$$EBK_0 = EB_0 \cdot R_0$$

R_0 = reference price [€/kWh]

2.3 Maintenance costs baseline

Decisively changeable factors are the costs for changing the lamps. These costs include the costs for the lamps, wages, vehicles and disposal as well as cleaning of the lamps. The annual costs for changing the lamps are also influenced by the operating method and the service life or changing intervals of the lamps.

The number of lamps to change annually n_{law} is calculated as shown below:

$$n_{law} = \frac{t_{GN}}{TL} \cdot n_{laGN} + \frac{t_{HN}}{TL} \cdot n_{laHN}$$

t_{GN} = annual operating time in full night service

t_{HN} = annual operating time in half night service

n_{laGN} = number of lamps in full night or reduced service

n_{laHN} = number of lamps in half night service

TL = service life of the lamps

The annual **costs for changing the lamps LWK₀** are:

$$LWK_0 = n_{law} \cdot K_{law}$$

K_{law} = Material costs, wage, cleaning and disposal costs for a single change of lamp

2.4 Operating costs baseline

The annual **operating costs BK₀** are calculated as shown below:

$$BK_0 = EBK_0 + LWK_0$$

3. Amount of Savings

3.1 Principles

The Energy Saving Guarantee Contract aims at reducing the operating costs for street lighting. The supply costs are reduced by the following mechanisms:

- Reduction of kilowatt hour rate delivery [kWh]
→ will be 100% effective for the CN's remuneration
- Reduction of maintenance costs
→ will be 100% effective for the CN's remuneration
- Tariff changes
→ will not be effective for the CN's remuneration

Thus, tariff changes during the contract period and the associated price risk will basically be completely to the benefit/detriment of the CL.

The energy savings are calculated from the difference in energy supply in the invoicing of the energy supplier.

3.2 Determination of the Reduction of the Energy Supplies in the Settlement Year

The usage adjusted energy supplies in the settlement year are compared to the consumption in the baseline year:

$$\Delta EB_{AJ} = EB_0 - EB_{AJ}^*$$

ΔEB_{AJ} : Reduction of energy supply costs in the settlement year

EB_0 : Energy supply in the baseline year

EB_{AJ}^* : usage adjusted energy supply in the settlement year

By using the corresponding emission factors the lowering of CO₂ emissions can be calculated based on the calculated energy supply reduction.

3.3 Determination of the Reduction of the Maintenance Costs

The reduction of the maintenance costs is based on the offer of the CN.

3.4 Determination of the Amount of Savings in the Settlement Year

Reductions of energy supplies realised in the settlement year are rated with the demand reference prices, after usage adjustment. This procedure ensures a clear differentiation of the causes of energy cost reductions. The CN can only claim actual reductions in the amount of energy consumption and reductions in the amount of maintenance costs.

The **operating cost savings** achieved in the settlement year are calculated using the following formula:

$$\Delta BK_{AJ} = \Delta EBK_{AJ} + \Delta LWK$$

ΔBK_{AJ} : Reduction of operating costs in the settlement year

ΔLWK : Reduction of the maintenance costs according to offer

4. Remuneration

If in the settlement year the savings do not exceed the monetary value of the saving guarantee, then the CN's remuneration is calculated as shown below:

$$GVA_{AJ} = \Delta EBK_{AJ} - HE$$

GVA_{AJ} : Basic remuneration in the settlement year in EUR

HE: Guaranteed budgetary relief of the CL in EUR

ANNEX 9:

REFERENCE PRICES

TO THE

SAVING GUARANTEE CONTRACT

BETWEEN

[REDACTED]

HEREINAFTER CALLED: CL (THE CLIENT)

AND

[REDACTED]

HEREINAFTER CALLED: CN (THE CONTRACTOR)

DATE

[REDACTED]

**IN THIS ANNEX THE
ENERGY CONSUMPTION, MAINTENANCE COSTS AND REFERENCEPRICES OF THE OBJECTS
LISTED IN ANNEX 2
ARE SPECIFIED AT PRESENT STATE OF KNOWLEDGE**

PECIFICATIONS ACCORDING TO:

§ 5.1.3 SAVING GUARANTEE CONTRACT

THE ATTACHED DATA WILL BE PROVIDED FOR VERIFICATION BY THE CL

ANNEX 10A:

Version a)

These Calculation Instructions are only valid for energy supplies registered and invoiced by meters!

Settlement form for the settlement period [] **until** []
 (according to § 5.1.1. Saving Guarantee Contract (SGC))

Operating costs baseline (§ 5.1.2. SGC or amount now relevant): [] - €

Value 1:

Energy costs after measure
 (§ 7.1. SGC - see attached calculation): [] - €

Value 2:

Value after adjustment according to § 7.3. SGC
 (change in utilisation) [] - €

Value 3:

Maintenance costs after measure
 (§ 7.1. SGC - see attached calculation): [] - €

Adjusted annual operating costs: [] - €

Guaranteed savings according to § 5.2. SGC [] - €

Difference: [] - €

Settlement in the case of achievement or non-achievement of the guarantee:

CN's basic remuneration (§ 8.1. SGC - current amount) [] - €

Above difference if negative
 if positive or 0, enter 0 [] - €

Balance: [] - €

Positive balance is CN's remuneration.
 Negative balance is to be paid to CL.

Yours sincerely,

 (Date, stamp, signature of CN)

ANNEX 10B:

Version b)

These Calculation Instructions are only valid for energy supplies which are not registered and invoiced by meters!

Settlement form for the settlement period [] **until** []
 (according to § 5.1.1. Saving Guarantee Contract (SGC))

Operating costs baseline (§ 5.1.2. SGC or amount now relevant): [] - €

Value 1:

Energy costs after measure
 (§ 7.1. SGC - see attached calculation): [] - €

Value 2:

Maintenance costs after measure
 (§ 7.1. SGC - see attached calculation): [] - €

Annual operating costs: [] - €

Guaranteed savings according to § 5.2. SGC [] - €

Difference: [] - €

Settlement in the case of achievement or non-achievement of the guarantee:

CN's basic remuneration (§ 8.1. SGC - current amount) [] - €

Above difference if negative
 if positive or 0, enter 0 [] - €

Balance: [] - €

Positive balance is CN's remuneration.
 Negative balance is to be paid to CL.

Yours sincerely,

(Date, stamp, signature of CN)