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11th June 2012

STRICTLY CONFIDENTIAL



Soltecture GmbH
HRB 81941
Groß-Berliner Damm 149
D-12487 Berlin
Germany

Mr. Hartwig Albers
In his capacity as preliminary insolvency
administrator over the insolvency estate of
Soltecture GmbH
Lützowstraße 100
10785 Berlin

Dear Sirs

TERMS OF ENGAGEMENT

Introduction

We refer to our ongoing engagement in relation to the project code-named Solstice involving the sale of all or part of the business or assets of Soltecture GmbH ("Soltecture" or the "Client"), referred to herein as the ("Transaction") pursuant to the engagement agreement between the Macquarie Capital business group of Macquarie Capital (Europe) Limited ("Macquarie") dated 10th May 2011 (the "Original Engagement Agreement").

Following the Client's application for insolvency proceedings on 9th May 2012 and the appointment of Mr. Hartwig Albers as the preliminary insolvency administrator (see Attachment 1) ("Administrator"), we are pleased to confirm the terms upon which the Client has re-engaged Macquarie to act as his financial adviser in relation to the Transaction ("Engagement"). The preliminary committee of creditors (*vorläufiger Gläubigerausschuss*) of Soltecture has approved the Engagement. Moreover, the competent insolvency court has authorised the Administrator to enter into this Engagement (see Attachment 2).

This letter and the Standard Terms of Engagement attached hereto (together the "Engagement Agreement") together set out the terms of the Engagement between the Client and Macquarie (together the "Parties" or "Party" respectively) and shall supersede the terms of the Original Engagement Agreement in their entirety.

Macquarie Capital (Europe) Limited is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia), and its obligations do not represent deposits or other liabilities of Macquarie Bank Limited ABN 46 008 583 542. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Capital (Europe) Limited.

Macquarie Capital (Europe) Limited is incorporated and registered as a private limited company in England and Wales with company number 03704031. Registered office is located at Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD. Macquarie Capital (Europe) Limited is authorised and regulated by the Financial Services Authority (Firm No.193905).

1. MACQUARIE'S ROLE

The Client has engaged Macquarie to act as its financial adviser in connection with the Transaction. In connection with this Engagement, Macquarie shall provide financial advice and assistance in relation to the Transaction, which will be restricted to, unless otherwise agreed in writing by the Parties, financial advice and assistance (together "Services") in relation to:

- i) preparing together with the Client a short-list of prospective acquirers;
- ii) contacting prospective acquirers to invite them into a process to review Solteure and consider submitting a proposal for a Transaction;
- iii) co-ordinating communications with prospective acquirers including distribution of confidentiality agreements, provision of copies of process letters, information material prepared by the Client or its advisers (as relevant) and receipt of investment proposals, provided that all such material shall be distributed on behalf of and in the name of the Client;
- iv) assisting generally as to strategy and timetable in connection with the Transaction;
- v) assisting the Client and its other advisers review any investment proposals; and
- vi) providing such other financial advice and assistance in relation to the Transaction as may be agreed in writing from time to time.

Subject to any written instructions to the contrary, Macquarie will have authority to do anything which it reasonably considers necessary or desirable to carry out the Engagement. For the avoidance of doubt, the Services shall not include the provision of specialist advice in respect of matters which are not within Macquarie's expertise including (i) giving tax, legal, regulatory, accountancy or other specialist or technical advice or services; (ii) giving general financial or strategic advice; (iii) preparing valuation reports; or (iv) responsibility for any industry-related advice provided (unless otherwise agreed in writing), and Macquarie does not hold itself out as a consultant on the industry.

The services provided pursuant to the Engagement will be provided solely to and for the benefit of the Administrator to the extent set out in Clause 5 below. Macquarie shall not be required to take into account the specific requirements of individual shareholders of Solteure except as instructed to do so by the Client. None of the Shareholders shall be entitled to rely on the financial advice and assistance provided by Macquarie, and Macquarie shall assume no additional liability to the Shareholders with respect to the Services, except as expressly agreed in writing and on terms acceptable to Macquarie.

The Client confirms that it has made and will continue to make its own independent investigation and assessment of its financial condition and affairs, its assets and liabilities and its related entities, and that it will rely on its own expertise and on that of specialist legal, accounting and tax advisers in respect of any due diligence exercise and in assessing the conclusions.

Macquarie Group may provide advice or other services to third parties whose interests may be in conflict or competition with the Client's interests. Macquarie Group and its employees may take positions opposite to the Client or may be in competition with the Client or its objectives. Macquarie Group will not deliberately favour any person over the Client but will not be responsible for any loss which may result from such competition.

The Client and the Administrator agree to take such steps as Macquarie regards as reasonably necessary to assist Macquarie in limiting Macquarie's liability pursuant to the Engagement. Such steps may include requiring potential bidders or purchasers to execute exclusions of liability and hold harmless letters with Macquarie prior to them being admitted into the Transaction process and including provisions in the sale and purchase documentation limiting Macquarie's liability to any purchaser.

2. TRANSACTION TEAM

The Transaction Team will be supervised by Dr. Rainer Langel. The Macquarie staff who will form the Transaction Team for the Engagement will principally comprise the following persons: _____ and _____.

3. FEES

In consideration for Macquarie's services as set out in this Engagement Agreement, Client agrees to pay Macquarie the following fees:

Success Fee

A Success Fee in cash in Euros equal to 9% of any gross proceeds received by the Client (and/or any of its security holders and/or other related parties) as part of the Transaction. The Success Fee will be payable immediately following receipt of the gross proceeds by the Administrator (and/or any of its security holders and/or other related parties). Gross proceeds shall include (i) any amounts paid to holders of any warrants or convertible securities or creditors of Client and (ii) the total amount of indebtedness for borrowed money or similar trade or non-trade liabilities or obligations (including pension liabilities, guarantees, capitalised leases, amounts owed to suppliers or contractors and any similar or equivalent obligations) of the Client repaid or assumed in connection with the Transaction.

No Success Fee shall be payable in the event that the assets of the Client are broken up and sold separately to purchasers who have not been contacted by Macquarie pursuant to the Engagement.

Out-of-pocket expenses and fees on-charged for specialist advice are addressed in the Standard Terms of Engagement enclosed with this letter and shall be limited to a maximum amount of EUR10,000 unless otherwise agreed by the Parties in writing.

4. FSA CLASSIFICATION

Macquarie is authorised and regulated by the Financial Services Authority ("FSA").

Based on the information available to Macquarie and as permitted by the FSA rules, Macquarie proposes to classify Client as a Professional Client.

The Client has the right to request a different client categorisation. If Macquarie receives such a request, Macquarie will inform the Client of whether or not such a request has been accepted. If Macquarie does accept it, Macquarie will inform the Client of the consequences of the re-categorisation, including any limitations to the level of protection that such a different categorisation would entail. However, until Macquarie receives such a request and informs the Client of its acceptance of it, Macquarie shall deal with the Client on the basis that Client is a Professional Client.

The Client agrees and acknowledges that he is responsible for keeping Macquarie informed about any change that could affect the Client's categorisation as a Professional Client.

5. ADMINISTRATOR

For the sole purpose of its assessment and conduct of the Transaction in the course of the insolvency proceeding, the Administrator shall be entitled to rely upon the written financial advice or work product ("Work Product") of Macquarie that is provided in accordance with this Engagement. In consideration of Macquarie allowing the Administrator to rely on the Work Product, the Administrator, in its personal capacity, acknowledges and agrees that:

- a) Macquarie has provided services:

- a. to the Client pursuant to the Engagement at his request and to reflect the Client's instructions;
 - b. From information provided by or on behalf of the Client Group or the Administrators;
 - c. For the purpose of the Transaction and not for any other purpose;
 - d. In accordance with and subject to the terms of the Engagement Agreement;
- b) The Administrator may only use the Work Product for the purpose of their assessment and conduct of the Transaction in the course of their administration of the Client. Macquarie provides no representation or warranty that the Work Product is sufficient or appropriate for the Administrator for this purpose;
- c) Macquarie has provided the Work Product for the sole use and benefit of the Client in relation to the Transaction only, and has considered only the interest of the Client. Macquarie may not have addressed matters in the Work Product which may be of interest to the Administrator or which may be relevant to the Administrators or its purpose;
- d) The Administrator agrees to be bound by the terms of the Engagement Agreement and to use the Work Product subject to the terms and conditions of the Engagement Agreement provided that the Administrator shall not be personally liable for any payments owed to Macquarie by the insolvency estate of the Client except as set out in clause 5(h) below;
- e) Nothing in this Engagement Agreement shall establish a client or fiduciary relationship between the Administrator and Macquarie;
- f) The Administrator shall not rely on the Work Product as the sole or principal basis of its assessment and conduct of the Transaction in the course of its administration of Solteure and the Administrator shall take such other advice and rely on such other information as it considers necessary or desirable to support its assessment;
- g) The Administrator will not distribute, or provide access to the Work Product, in whole or in part, to any person or file or lodge the Written Advice with any regulator except with Macquarie's prior written consent;
- h) In the event that there is any claim by Macquarie Group under the Engagement Agreement against the Client, in accordance with the indemnification provisions set out in clause 11 of the Standard Terms of Engagement, which is not satisfied in full by the estate of the Client, the Administrator agrees that it shall contribute an amount not exceeding EUR 5 million towards satisfaction of the amounts owing by Client to Macquarie Group.

6. STANDARD TERMS OF ENGAGEMENT

The Standard Terms of Engagement enclosed with this letter form part of the Engagement.

The terms in this letter will prevail to the extent that there is any inconsistency between them and the Standard Terms of Engagement.

7. CONFIRMATION OF ACCEPTANCE


Would you please acknowledge receipt and indicate your acceptance of the Engagement (which includes the Standard Terms of Engagement enclosed with this letter) by signing the attached copy of this letter and returning an original to us within ten days of the date hereof

Macquarie Capital (Europe) Limited

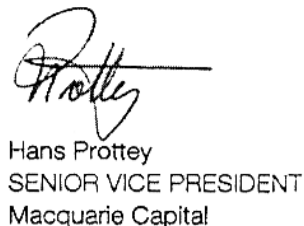
together with the payment of the Initial Engagement Fee. If you do not inform us to the contrary and continue to instruct us to act for you after receipt of this letter, you will be taken to have accepted these terms.

We look forward to working with you on the Transaction.

Yours faithfully
Macquarie Capital (Europe) Limited



Daniel Wong
SENIOR MANAGING DIRECTOR
Macquarie Capital



Hans Prottey
SENIOR VICE PRESIDENT
Macquarie Capital

Accepted for and on behalf of Soltecture GmbH, HRB 81941:

.....
Signature

Hartwig Albers

.....
In his capacity as preliminary insolvency administrator
over the assets of Silecture GmbH

.....
Date