

FIRST DEMAND GUARANTEE

[*name of financial institution,
national registration no.,
address*]

[*place and date*]

The Danish Energy Agency (*Energistyrelsen*)
Carsten Niebuhrs Gade 43
DK-1577 Copenhagen V

Reference:

Contract for aid and price guarantee for electricity generated at [*insert technology*], including any subsequent amendments

ARTICLE 1 - DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

Acting at the request and for the account of [*name, national registration no./national identification no. and address of the winning tenderer*] (in the following referred to as the "Beneficiary"), we, the undersigned [*name, national registration no., and address of the financial institution*] (in the following referred to as the "Guarantor") hereby confirm that we give to the Danish Energy Agency an unconditional and irrevocable first demand guarantee consisting in the undertaking to pay to the Danish Energy Agency a sum of:

DKK [*in figures: insert amount corresponding to capacity * full load hours per year * 0.17, see clause 5.11.3 of the tender specifications*] (say, [*insert the same amount, but written in words*]
Danish kroner)

(in the following referred to as the "Guarantee")

The Guarantee is given for the payment of a retention penalty that the Beneficiary might become liable to pay pursuant to contract with any subsequent amendments, Contract for aid and price guarantee for electricity generated at [*insert technology*] (in the following referred to as the "Contract") which will be entered into by and between the Danish Energy Agency and the Beneficiary.

ARTICLE 2 - PAYMENT UNDER THE GUARANTEE

1. The Guarantor undertakes to pay to the Danish Energy Agency the guaranteed amount upon the Danish Energy Agency's first demand in writing to the Guarantor stating that the Danish Energy Agency is entitled to the amount in DKK demanded pursuant to the Contract (in the following referred to as the "Payment Demand").

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Claims under the Guarantee shall be paid to the Danish Energy Agency on demand into a bank account designated by the Danish Energy Agency without review or other documentation of the legitimacy of the demand.

Claims under the Guarantee shall be paid to the Danish Energy Agency not later than five working days after the Danish Energy Agency's submission of the Payment Demand by registered letter or by courier with acknowledgement of receipt. The Guarantor shall inform the Danish Energy Agency in writing as soon as the payment has been made.

2. If the Payment Demand is not met, irrespective of the reason, the Guarantor shall be liable to pay default interest to the Danish Energy Agency running from 20 days after the date of the Payment Demand until payment takes place. The default interest shall be determined in accordance with section 5 of the Danish Interest Act (*renteloven*).

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

The Guarantor undertakes to immediately inform the Danish Energy Agency in writing by registered letter or by courier with acknowledgement of receipt in the event of a change of the Guarantor's legal status, ownership structure or address.

ARTICLE 4 - DATE OF ENTRY INTO FORCE

This Guarantee shall come into force upon its signature by the Guarantor.

ARTICLE 5 - END DATE AND CONDITIONS OF RELEASE

1. The Guarantee shall remain in force until it is released by the Danish Energy Agency.
2. The Guarantor may be released from this Guarantee only with the Danish Energy Agency's written notification thereof. If the Guarantee is partially released, the Guarantee shall remain valid to cover the amount which has not yet been released.
3. This Guarantee shall expire on the Danish Energy Agency's return of the original Guarantee to the Guarantor's offices by registered letter or by courier with acknowledgement of receipt.
4. The return of the Guarantee, see paragraph 3 of this Article, shall take place not later than one month after the Danish Energy Agency has approved that it is adequately documented that the Beneficiary has connected 85 % (per cent) of the capacity covered by the Contract to the grid, cf. however clause 12.5 in the Contract. However, if the Danish Energy Agency has requested further documentation that 85 % (per cent) of the capacity covered by the Contract has been connected to the grid, the Danish Energy Agency will not be obliged to release the Guarantee until one month after the additional documentation has been received and approved by the Danish Energy Agency.

ARTICLE 6 - TRANSFER

1. The Guarantor accepts the right of the Danish Energy Agency pursuant to the Contract to transfer its rights and obligations under the Contract to another public institution or any institution or private entity ultimately controlled ("controlled" is defined in accordance with the International Accounting

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Standard (IAS 27) of the International Accounting Standards Board (IASB)) by the Danish State or another Danish public authority or mainly financed by public funds, if the public tasks so far performed by the Danish Energy Agency, or if the public tasks covered by the Contract, are transferred, in whole or in part, to any of the mentioned parties.

2. The Danish Energy Agency is entitled to transfer its rights and obligations under this Guarantee to another public institution or any institution or private entity ultimately controlled ("controlled" is defined in accordance with the International Accounting Standard (IAS 27) of the International Accounting Standards Board (IASB)) by the Danish State or another Danish public authority or mainly financed by public funds, if the public tasks so far performed by the Danish Energy Agency, or if the public tasks covered by this Guarantee, are assigned, in whole or in part, to any of the mentioned parties.

ARTICLE 7 - APPLICABLE LAW

This Guarantee and any dispute arising under or out of this Guarantee shall in all respects be governed by and interpreted in accordance with the laws of Denmark, without regard to any conflict of law rules.

ARTICLE 8 - VENUE

Any dispute arising out of or in connection with this Guarantee, including disputes regarding its existence, validity or termination or the legal relationship established by this Guarantee, shall be finally resolved by the ordinary courts of Copenhagen, Denmark.

ARTICLE 9 - ENFORCEABILITY OF DANISH COURT DECISIONS

The Guarantor hereby declares that Danish court decisions shall have direct enforceability on the Guarantor concerning all matters relating to this Guarantee.

Current documentation of signing rules must be submitted together with the Guarantee.

Date

Signature.....

Name: *[insert name of person signing]*

Title: *[insert title of person signing]*

Name of Guarantor: *[insert name of financial institution]*