

In below template NNNNN needs to be replaced.

With use of one of following companies	Replace NNNNN by	
		established
RWE Generation NL BV	RWE Generation NL BV	Geertruidenberg
RWE Eemshaven Holding II BV	RWE Eemshaven Holding II BV	Geertruidenberg
With use of both Generation and Eemshaven Holding II together	RWE Generation Holding BV	Geertruidenberg

dec.2019

<Model ATIV>

MODEL FOR PAYMENT GUARANTEE

PAYMENT GUARANTEE NO.

To: NNNNN _____

The undersigned, (name and address of bank) _____, having its headquarters in (country and town) _____, and with offices in (country and town) _____ considering,

that an agreement has been concluded between (name of Counter Party) _____, having its headquarters in (country and town) _____, hereinafter referred to as the "Counter Party", and NNNNN _____ having its headquarters in NL _____, Netherlands, hereinafter referred to as "NNNNN", concerning the supply of (description) _____ under agreement number (number) _____ dated (date) _____ for a total amount of Euro (amount) _____ (in words: Euro _____) excluding VAT;

that NNNNN will make an initial payment of ...% of the order sum against submission of a bank guarantee by the Counter Party as security for correct performance by the Counter Party of its obligations under the aforementioned agreement, hereby declares:

that the undersigned is prepared, by way of a separate undertaking, to act as guarantor for the benefit of NNNNN for the correct performance by the Counter Party of its obligations towards NNNNN under the aforementioned Agreement, if the Counter Party does not fulfil its contractual obligations, but up to a maximum of Euro (amount) _____ (in words: Euro _____);

that the undersigned at the first request and on a single written notification from

NNNNN, that the Counter Party has not fulfilled its obligations towards NNNNN, gives an undertaking to NNNNN that it will discharge as its own debt whatever NNNNN deems it has to claim from the Counter Party according to its written specification, but without exceeding the aforementioned maximum sum of Euro (amount) _____ (in words; Euro _____);

that amendments or additions to the agreement, in any form whatsoever, which are agreed between NNNNN and Counter Party, do not in any way discharge the undersigned from its letter of guarantee, irrespective of whether these have or have not been made known to the undersigned;

This guarantee is governed by Dutch law. Disputes regarding this guarantee will be decided by the competent civil court in NL-'s-Hertogenbosch.

This guarantee is valid from the moment that the sum of Euro (amount) is credited to account number (number) _____ in the name of (name) _____ at the _____ bank in (country and town) _____ and remains valid until 30 days after the date of Completion or Delivery pursuant to the aforementioned agreement, anticipated for (date) _____, so that any claims arising out of it must be received by the undersigned not later 30 days after that date.

The undersigned,
(signature and stamp of the Bank)
(date)