Analyse, inform and activate



Stichting Laka: Documentatie- en onderzoekscentrum kernenergie

#### De Laka-bibliotheek

Dit is een pdf van één van de publicaties in de bibliotheek van Stichting Laka, het in Amsterdam gevestigde documentatie- en onderzoekscentrum kernenergie.

Laka heeft een bibliotheek met ongeveer 8000 boeken (waarvan een gedeelte dus ook als pdf), duizenden kranten- en tijdschriftenartikelen, honderden tijdschriftentitels, posters, video's en ander beeldmateriaal. Laka digitaliseert (oude) tijdschriften en boeken uit de internationale antikernenergiebeweging.

De <u>catalogus</u> van de Laka-bibliotheek staat op onze site. De collectie bevat een grote verzameling gedigitaliseerde <u>tijdschriften</u> uit de Nederlandse antikernenergie-beweging en een verzameling <u>video's</u>.

Laka speelt met oa. haar informatievoorziening een belangrijke rol in de Nederlandse anti-kernenergiebeweging.

### The Laka-library

This is a PDF from one of the publications from the library of the Laka Foundation; the Amsterdam-based documentation and research centre on nuclear energy.

The Laka library consists of about 8,000 books (of which a part is available as PDF), thousands of newspaper clippings, hundreds of magazines, posters, video's and other material.

Laka digitizes books and magazines from the international movement against nuclear power.

The <u>catalogue</u> of the Laka-library can be found at our website. The collection also contains a large number of digitized <u>magazines</u> from the Dutch anti-nuclear power movement and a video-section.

Laka plays with, amongst others things, its information services, an important role in the Dutch anti-nuclear movement.

Appreciate our work? Feel free to make a small donation. Thank you.



www.laka.org | info@laka.org | Ketelhuisplein 43, 1054 RD Amsterdam | 020-6168294

## **RECS Certificate / Guarantee of Origin Agreement**

This RECS Certificate / Guarantee of Origin Agreement (the "Agreement") is 11<sup>th</sup> September 2010. The purpose of this Agreement is to set out the terms and conditions of the Agreement between the Seller and the Buyer whereas the Seller agrees to sell and the Buyer agrees to buy a fixed number of RECS Certificates and/or Guarantees of Origin as specified below in No 5 (the "Certificates").

The definitions and provisions contained in the Principles and Rules of Operation of Members of the Association of Issuing Bodies for the European Energy Certification System (the "PRO"), including its appendices (Chapters), and the following scheme Domain Protocol will govern and are incorporated into this Agreement.

- Relevant Domain Protocol for Sweden applicable from time to time according to the Issuing Body ("Domain Protocol")
- Relevant Domain Protocol for Finland applicable from time to time according to the Issuing Body ("Domain Protocol")

In the event of any inconsistency between the PRO or the Domain Protocol and this Agreement, this Agreement will prevail. In the event of any inconsistency between the PRO and the Domain Protocol, the Domain Protocol will prevail.

It is hereby agreed as follows:

1.	Date of Agreement		11 <sup>th</sup> September 2010	
2.	Contract No	Seller	Fortum Power and Heat Cy	
		Buyer	Atoomstroom B.V.	
3.	Seller	Company : Address:	Fortum Power and Heat Oy Kellaniementie 1, FIN-02150 Espoo, Finland	
		Contact person : Phone: Fax:	Hans Backström +358 10 45 36482 +358 10 45 36337	
		E-mail:	hans backstrom@forlum.com	
		Invoice address:	Fortum Power and Heat Oy Kellaniementie 1, FIN-02150 Espoo, Finland	
		Bank account details:	Nordea Bank Finland PLC - BIC: NDEAFIHH IBAN: FI8015713000017229	
		Account no with the Issuing Bady;	Sweden 31X000013C Finland 30X000011P (643002406500000033)	
4.	Buyer	Company : Address:	Atoomstroom B.V. WTC Amsterdam, Strawinskylaan 1011 1077 XX Amsterdam, the Netherlands	
		Contact person: Phone: Fax:	Sjef Peerear +31 20 737 05 46	
		E-mall:	s.peerear@atoomstroom.nl	
		Invoice address:	Atoomstroom B.V. WTC Amsterdam, Strawinskylaan 1011 1077 XX Amsterdam, the Netherlands	
		Bank account details:	ABN Amro Bank N.V. ACCOUNT NBR: 46.52.43.126	
		Account no with the issuing Body:	· · · · · · · · · · · · · · · · · · ·	



5.	Product	Type of Certificate	Guarantee of Origin (GoO) (Nuclear)
		Issuing Body	The Issuing Body
		Production Device	n/a
		Production device name/location	n/a
		Time of Issuing	The Certificates will be issued for electricity production between: 2011 - 2015
		Technology Code	Nuclear guarantee of origin
		Earmark	n/a
		Capacity	· n/a
		Date of commission- ing of the facility	· n/a
		Validity of certificate	n/a
6.	Production Domain		Finland and Sweden
7.	Quantity		("Maximum volume"):
	· · ·	:	2011; 75,000 Mwh
			2012: 150.000 Mwh
			2013: 200.000 Mwh
			2014; 250,000 Mwh
			2015: 300.000 Mwh
		•	Comment:
			<ul> <li>Seller commits to delivering a maximum volume of GoO per year.</li> <li>Seller has no obligation to deliver additional volume as specified above.</li> <li>Buyer has an obligation to purchase a minimum volume of 75 Gwh per year.</li> </ul>
		·	If Buyer wants to receive volumes exceeding the 75 GWh but not exceeding the Maximum Volume, Buyer will submit a request per email to Seller with a specification of the requested volume ("Delivered Volume")
8.	Price		Buyer pays to Seller the following amounts each year ("Prepayment Amount"):
			2011: € 10,000 (Payable in November 2010)
			2012; € 15.000
			2013: € 25,000
			2014; € 25.000
			2015: € 25,000
			100,000,- EURO in total (the "Total Contract Price").
			These payments are based on the following prices ("Price/Mwh"):
		:	2011: € 0,10
			2012; € 0,11
			2013: € 0,12
			2014; € 0,13
-			2015: € 0,14  If the Delivered Volume multiplied by the Price/Mwh exceeds the Prepayment Amount, Buyer has the obligation to pre-pay the additional amount before delivery.
	e namenome		All amounts referred to in this Agreement are exclusive of any applicable VAT and, where applicable, VAT shall be payable by the Buyer in addition to such amounts.



9.	Transaction The Seller and the Buyer will each bear its own fees and expenses incurre Costs with the negotiations, preparation and execution of this Agreement and the templated by this Agreement.		, preparation and execution of this Agreement and the transaction con-	
10.	Transfer	Date of Transfer On or before 15 June of each production year 2011 - 2015		
		Transfer	Transfer of ownership by electronic transfer.	
			No later than on the Date of Transfer, Seller shall transfer ownership of the Quantity to Buyer's account No. with the Issuing Body.	
			Seller initiates the transfer by entering the transaction in the Central- Monitoring-Office-Web Application of the Domain.	
			In case Transfer of ownership by electronic transfer is technically no possible, transfer will be done by redemption statement	
			No later than on the Date of Transfer, Seller shall initiate the redemption by entering the transaction in the Central-Monitoring-Office-Web Application of the Domain. As soon as practicable thereafter the Seller shall notify the Buyer in writing by sending a redemption statement including information on:	
			Volume of certificates to redeem;  Redeem to Country	
			Redeem to Country; Redeem to Company; and	
			Redemplion purpose; (the "Redemption Statement") by fax to the Buyer.	
			Any registration, transfer and redemption of Certificates will be governed by the PRO and any such registration, transfer and redemption will be performed by the Issuing Body on the request of the titleholder.	
			Comments:	
		v	- Seller will make sure the conditions with the Issuing Body for getting the installations registered for GoO in the mode possible for Nuclear devices, and as soon possible to ensure the Issuing of GoOs with start as of 1st January 2011.	
			<ul> <li>If the Issuing Body will not approve the certification of Nuclear GoO, Seller will provide self declaration statement instead GoO.</li> <li>In this case, Buyer will only be obliged to pay the Delivered Volume multiplied by the Price/Mwh. Seller will repay the prepaid amount to</li> </ul>	
		:	Buyer.  - If the Issuing Body will not approve the certification of Nuclear GoO, Seller will provide a written statement of such rejection.	
	Invoicing and Payment	Involcing and Pay- ment Date	Seller will invoice the Buyer, After having received the confirmation of the payment for the Certificates, Seller will initiate transfer of the certificates within 5 Business Days (except for 2011 production, which will be invoiced and paid in November 2010).	
			"Payment Date" shall be 15 Business Days after the invoicing date.	
			"Business Day" means a day (other than Saturday or Sunday) on which the banks in the jurisdiction of Production Domain are open for general business.	
,		Payment	The Buyer shall pay the Total Contract Price on the Payment Date to the Seller's bank account specified herein (No. 3), free of any expenses and without any withholdings and deductions. Payment shall be remitted by bank transfer. Each party shall give in No. 3 and 4 to the other party bank details for the purposes of payment.	
		Default Interest Rate	As from the Payment Date the Seller shall be entitled to charge default interest at a rate of 5 % above the one-month EURIBOR interest rate released on the Payment Interest may be charged from, and including, the Payment Date and to, and excluding, the date of complete payment	



#### Alcomstroom-Fortum PII Nuclear GO 11.9,2010 **Payment Netting** If on any day the parties are each required to pay one or more amounts in the same currency under one or more individual agreements then such amounts with respect to each party shall be aggregated and the parties shall discharge their respective payment obligations through netting, in which case the party, if any, owing the greater aggregate amount shall pay the other party the difference between the amounts owed. Special Arrangements Warranties of Seller hereby warrants as of the date hereof that. the Seller Seller is entitled to dispose of the Certificates, and the Certificates are not subject to any pledge interest or other encumbrance, and the Certificates are transferable the Certificates are corresponding to the above mentioned specification Warranties of Each party warrants and represents to the other party as of the date hereof that: the Buyer and It is duly organised and existing under the laws of the jurisdiction of its organisation and of the Seller has full power and legal right to execute, deliver and perform under this Agreement. its execution, delivery and performance of this Agreement does not constitute a violation of any law, governmental regulation, its memorandum and articles of association, other agreements or undertakings, and that it possesses the necessary knowledge in order to be able to perform pursuant to the Agreement, and the person signing this Agreement is authorised and empowered to do so. It has obtained or submitted any authorisation or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement. this Agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moralorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). There are no pending or threatened legal or administrative proceedings to which it is a party, which to the best of its knowledge would materially adversely affect its ability to perform its obligations under this Agreement. It has entered into this Agreement in connection with its line of business and the terms hereof have been individually tailored and negotiated. It is not relying upon any representation or warranty of the other party other than those g) expressly set forth in this Agreement. It has entered into this Agreement as principal (and not as agent or in any other capacity fiduciary or otherwise). It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks. It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgement and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party. The other party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement. 14. Limitation of The liability of each party, irrespective of from whatever legal base it might be claimed, for

any actions, omissions or failures of Itself, its employees, officers, contractors and/or agents, that causes any damage, loss, cost or expense incurred by the other party is limited to an amount equal to the Total Contract Price and to the fact that the damage is due to gross negligence, intentional default or fraud of the party, its employees, officers, contractors or agents. To achieve this, in calculating the damages the market price may be used instead of the contract price. The liability does in no event include any consequential damages, loss of

profit, goodwill or anticipated savings.

Liability

#### 15. Force Majeure

If the Seller is prevented, hindered or delayed in its performance of any of its obligations under this Agreement by Force Majeure, the Seller shall be excused from the performance of such obligations during the existence of such cause, and shall not be responsible for any damages suffered by the Buyer as a result of such suspended performance except as provided below in this provision, provided that the Seller prevented from or delayed in performance by any such cause shall use its best efforts to avoid, overcome and offset the effects of such cause.

In the event of a Force Majeure, the Seller shall do its reasonable efforts to mitigate the effect of a Force Majeure event

Where Force Majeure should prevent the Buyer from making a payment under this Agreement, such payment may be postponed until the obstacle no longer exists and the Buyer shall not be charged default interest as a result of the delayed payment.

"Force Majeure" means any circumstances which could not have reasonable been anticipated and avoided by a party or that are beyond a party's reasonable control, including but not limited to war, explosion, natural calamities, general strike, not, civil disturbances, sabotage, embargoes, acts rules or regulations of national or local governmental division, subdivision, agencies or instrumentalities of any government, including currency, import or export prohibitions, Acts of God or other causes similar or dissimilar to the foregoing which are beyond the reasonable control of such party.

A party who desires relief according to this provision must notify the other party of the Force Majeure preventing or delaying its performance without delay (and shall keep the other party informed of subsequent developments in such circumstances as they occur) and shall continue to take any actions within its power to comply as fully and timely as possible with its obligations under this Agreement and to keep the damage as small as possible.

#### 16. Co-operation and Reasonable Best Efforts

Subject to the terms and conditions hereof, the Seller and the Buyer (a) shall co-operate with the other in connection with consummating the transactions contemplated by this Agreement; and (b) agree to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. For purposes of this provision, the covenant of the parties to use their "reasonable best efforts" shall not require any party to (i) incur any unreasonable expenses, (ii) agree to materially limit the conduct of its business or (iii) divest itself of any material assets or properties, in each case except as otherwise contemplated hereunder.

#### 17. Confidentiality

The parties shall treat the contents of this Agreement and any arbitration award related to this Agreement as confidential. Neither party shall disclose information concerning the contents of this Agreement's or any arbitration awards related to this Agreement to third parties or disclose this Agreement or an arbitration award in part or in full without prior written consent of the other party, unless required by law or governmental regulation. For the purpose of this provision, Affiliates of the Saller and/or Buyer are not deemed as third parties.

This shall not apply to information which is required to be disclosed to the issuing Bodies or to other third parties in order to perform this Agreement.

Information required for the calculation of indexes may to the extent necessary be disclosed by the parties to the index publisher without the prior written approval of the other unless otherwise agreed upon

Each party is obliged to keep all other information with which they become acquainted in respect of the other party's business or business operations confidential, with the exception of information which is public knowledge or which is deemed public accessible at the time of the disclosure.

#### 18. Termination

Either party may terminate this Agreement with immediate effect for serious cause by giving written notice to the defaulting party. Serious cause includes, but is not limited to, bankruptcy of a party (the defaulting party) or a party (the defaulting party) being insolvent or is liquidated whether voluntarily or involuntarily. Circumstances constituting Force Majeure under this Agreement shall not be deemed as a serious cause.

In addition, either party may terminate this Agreement with immediate effect upon the execution or ratification of, change in or amendment to, any law, rule or regulation (or the application or interpretation of any law, rule or regulation) that occurs after the date of this Agreement but prior to the Transfer, and which (i) materially adversely affects either party; or (ii) results in the performance of any obligation of either of the parties under this Agreement being unlawful. The terminating party shall send a written notice to the other party stating the date of termination of the Agreement. Such notification must be given in writing by mail or fax

The right under this provision is in addition to any other remedies available under this Agreement or at law.

#### 19. Assignment

Neither party shall be entitled to assign any of its rights or obligations under this Agreement to any person, without the prior written consent of the other party. Such consent may not be withheld unreasonably or delayed, and any purported assignment, charge or transfer in violation of this Clause shall be void. Each party shall be entitled to assign and transfer its rights or obligations without the prior consent of the other Party to an affiliate controlled by or under common control of the relevant Party.

#### 20. Notifications and Correspondence

All notices or other correspondence under this Agreement shall be in writing and in the English language and shall be deemed to have been received by a party:

- (a) If delivered by hand or courier, on the day of delivery;
- (b) if posted, on the 5th Business Day after being mailed; or
- (c) if sent by fax, upon receipt by the sender of the confirmation receipt at the end of the transmission.

All such notices and other communications shall be addressed as set out above in No 3, if to the Seller, and as set out in No 4, if to the Buyer or to such other addresses and telefax numbers as may be notified in accordance with this provision.

#### 21. Telephone Recordings

Each party is entitled to record telephone conversations held in connection with this Agreement and to use the same as evidence. Each party waives further notice of such recording and acknowledges that is has obtained all necessary consents of its officers and employees to such recording.

#### 22. Severability

In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement shall remain binding on the parties hereto. However, in the event that any such provision shall be declared unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law or governmental or regulatory authority and shall continue to be fully enforceable as so modified.

#### 23. Entire Agreement

This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to its subject matter and constitutes the entire agreement between the parties.

Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the duly authorized representatives of the parties.

#### 24. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Finland, Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Helsinki Chamber of Commerce. The arbitrat tribunal shall be composed of three arbitrators. The place of the arbitration shall be Helsinki. The language to be used in the arbitral proceedings shall be English.

In the event of any difficulty in relation to the performance of the Agreement, the parties undertake to proceed diligently with good faith negotiations in an attempt to find the solution best adapted to the situation. The difficulty shall be raised by means of a written communication from one party to the other.

# 25. Credit support

n/a

5

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Agreement enclosed for that purpose and returning it to us.

Fortum Power and Heat Oy

Atoomstroom B.V.

Name: Title:

Name: Title;