

Příloha č. 10
Form of Bank Guarantee for release of Retention

[Letterhead of an internationally recognised bank]

Client :

[contractor]

[city], [00.00.2011]

Re: **Dolní nádraží Karlovy Vary, Odstranění staré ekologické zátěže**
Performance Bond № [.....]

Dear Sirs,

1. We are informed that under the Design and Build Contract for Works dated, [] between [GAMMA Property a.s.], as Client and [name and address], as Contractor, the Contractor has agreed to provide performance securities in the amount of [xxx] CZK's¹, to replace retention monies held by you under the Contract.
2. At the request of [Contractor]², we hereby unconditionally and irrevocably undertake to pay at your request, upon your first written demand and without any examination of the legal and factual circumstances underlying such demand and waiving any objection, protest and set-off, an amount of

[xxx] CZK
([word] CZK currency)

or any other amount requested by you up to an aggregate maximum of [xxx] CZK ([word] CZK) within three (3) bank business days following receipt of such request for payment on a bank account to be given by you in writing.
3. This Letter of Guarantee shall remain valid until and shall expire on [date]³. At the lapse of this term this Letter of Guarantee shall automatically expire with respect to any amounts for which no request for payment has been lodged by that time. In order to be validly lodged, any request for payment must be received by us not later than on [date]⁴, 24:00 hours Prague time.
4. Our fees as well as all costs, taxes, levies duties and the like arising from or in connection with this Letter of Guarantee will be charged to [xxx].
5. Our obligations under this guarantee shall not be affected in any way by any other security that may exist for the obligations of the contractor under the Build Contract for Works.

¹ In total 10% of the Guaranteed Maximum Price

² ... to be inserted.

³ Period which is five years from take of take over as confirmed in final Substantial Completion Certificate

⁴ Period which is five years from take of take over as confirmed in final Substantial Completion Certificate

6. Rights and receivables arising from this guarantee may only be assigned to the Client's bank, Raiffeisen Bank a.s., IČ: 49240901, registered office at Hvězdova 1716/2b, 140 78 Praha 4 („Client's bank“). Of such assignment of rights and/or receivables under this guarantee we shall be notified without delay in a form of a written notification („Notification“) duly signed by the Client and the Client's bank. The Notification has to be signed by persons authorised to act on behalf of the Client and the signatures must be authenticated by the notary or by the Client's bank. The Client's bank's signatures must be identical with the specimen signatures of the Client's bank maintained by us. From the moment we receive the Notification on assignment of rights and/or receivables under this guarantee, it will be exclusively the Client's bank who will be authorised to submit a demand for payment under this guarantee, in accordance with all conditions hereof.
7. This Letter of Guarantee shall be governed by and construed in accordance with Czech law without reference to or application of any conflicts of laws. Any disputes and controversies out of or in connection with this Letter of Guarantee shall be settled by the competent court in Czech Republic.
8. This Letter of Guarantee shall enter into force immediately upon signature hereof.

Very truly yours,

[bank]

By: _____

Name: _____

Position: _____

Place and Date: _____