

WZÓR NR 10 PORĘCZENIE (jęz. angielski)

.....  
(company stamp of PKO BP SA)

.....  
(place and date of issue)

Creditor (Beneficiary): .....  
(name/business name of the Creditor  
(Beneficiary) of the surety and address of its  
registered office)

SURETY BOND NO .....

1. Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna with its registered office in Warsaw at ul. Puławska 15, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000026438; Tax ID number NIP: 525-000-77-38, REGON: 16298263; share capital (paid-in capital) PLN 1,250,000,000, ..... .. Branch\*/Regional Corporate Branch\* in ..... ("Bank"), hereby grants surety bond for the obligations of: .....

.....  
(name of the Debtor and address of its registered office)

in favour of .....  
.....

(name of the Creditor and address of its registered office)

hereinafter referred to as the Creditor, on account of .....

.....  
(specification of the obligation covered by the surety and its conditions)

2. Our surety bond covers the obligations specified in section 1 to the amount of ..... ..\*

(specification of the amount and currency of the surety)

(in words:.....).

3. Changes in the conditions of the obligation covered by the surety do not result in the respective increase in the obligation of PKO BP SA on account of the surety, if it is not accompanied by the amendment of the surety bond.

4. This surety bond is for a specified term and it shall be valid until .....

- 5. The obligation on account of this surety bond shall be fulfilled immediately upon the Creditor's request to us to fulfil obligations on account of this surety.
  
- 6. The request for payment, referred to in section 5 must be filed in the form of tested SWIFT message (SWIFT code: BPKOPLPW) or in writing to the address ..... prior to the expiry of the validity period of this surety bond and must contain a written statement of the Creditor that the Debtor.....  

*(name of the Debtor)*

has not fulfilled its obligations towards the Creditor described in section 1 hereinabove.
  
- 7. In order to identify the signature affixed under your request for payment, this request must be presented to the Bank through the bank holding the Creditor's account and must contain a statement of this bank stating that the signatures on the request for payment have been affixed by the persons authorised to make statements of intent on behalf of the Creditor.
  
- 8. The Creditor is obliged to notify the Bank of any case of delay of the Debtor in fulfilling the obligation secured by this surety bond, as well as of any payment of the Debtor made after the request for payment, referred to in item 5, has been sent.
  
- 9. Upon the expiry of the validity period of this surety bond, as well as after the fulfillment of the obligation secured by the surety bond by the Debtor, the obligation of the Bank on account of this surety shall expire, even if the document of surety bond is not returned to us.
  
- 10. If after the expiry of the validity period of this surety bond, any request for payment on account of this surety bond is filed with us, it will not be accepted and exercised by us.
  
- 11. This surety bond can not be transferred to another entity without the express written consent of the Bank.

.....  
 (company stamp of PKO BP SA and signatures  
 of persons  
 authorised to make statements of intent  
 on behalf of PKO BP Polski SA)