

Pendeltågsverksamheten i Stockholmsregionen
(E24)
Bilaga 7C Bankgaranti

AVTAL
2015-12-04

Ärende/Dok. id.
SL 2014-0784
Infosäk. klass
K1 (Öppen)

E24 Bilaga 7C

Bankgaranti

Not: För det fall det antagna datumet för Driftstart (11 december 2016) förskjuts förbinder sig Trafikutövaren att vid utfärdande av bankgarantin tillse att det slutdatum för giltighet av bankgarantin justeras/förskjuts för att beakta sådan förskjutning.



GUARANTEE

Date
December ..., 2015

Should be quoted in all correspondence	
No.	...

Bank

The guarantee should be returned to the Bank as soon as it ceases to be valid.

Beneficiary

Principal/Applicant

Name and address

Stockholms läns landsting/ Trafiknämnden och
AB Storstockholms Lokaltrafik

105 73 Stockholm

Name and address

MTR Gamma AB

GUARANTEE NO ...

Orderer: Stockholms läns landsting, Trafiknämnden/232100-0016 and
AB Storstockholms Lokaltrafik/556013-0683

Supplier: MTR Gamma AB/556965-4964

Agreement: Contract, signed..., concerning "pendeltågsverksamhet i Stockholmsregionen"

Guarantor: [Redacted]

We [Redacted], do hereby irrevocably undertake to pay to the Orderer, upon first demand in writing, irrespective of the validity and the effects of the above mentioned Agreement and waiving all rights of objection and defense therefrom any amount not exceeding in total the maximum aggregate amount of

SEK ONE BILLION (SEK 1,000,000,000) ONLY.

A claim for payment under this guarantee must be made in writing by any of the Orderers and include a declaration that the Supplier has not fulfilled its contractual payment obligations under the Agreement. Contractual payment obligations include payment of all monies, interest, costs, fees and expenses that may become payable by the Supplier to the Orderer according to the Agreement or any supplementary Agreement, or amendment of the Agreement.

Claims may be submitted by each of the Orderers individually or collectively. The aggregate amounts claimed by the Orderers according to this guarantee shall in total not exceed the guarantee amount of SEK 1,000,000,000. In case competing claims are made that in aggregate exceed the guarantee amount, the claim that is first received by the Guarantor shall have precedence. If competing claims are received on the same date by the Guarantor the available guarantee amount shall be paid pro rata in proportion to the size of the competing claims. The Guarantor's obligation to pay under this guarantee is limited to an aggregate total amount of SEK 1,000,000,000.

This guarantee expires six (6) months after the expiration of the Agreement, i.e. 2027-06-11, unless the Agreement is extended for four (4) additional years (according to the terms and conditions of the Agreement) in which case this guarantee is automatically extended for four (4) years, i.e. to 2031-06-11. The date when this guarantee expires according to the above is hereafter referred to as the "Expiry Date". The Guarantor is to be notified in writing by the Supplier of extension or non-extension of the Agreement no later than 2027-06-11. Claims, if any, under this guarantee as set forth above must be in the Guarantor's possession on or before the Expiry Date, after which date this guarantee automatically becomes null and void.

This guarantee shall be governed and construed by Swedish law and the courts of Sweden shall have exclusive jurisdiction over matters arising out of or in connection with this guarantee. The City Court of Stockholm shall be court of first instance.

This guarantee is assignable only with the Guarantors prior written consent.

Stockholm, December ..., 2015

[Redacted]

If the Bank effects payment on account of this Bank [Redacted]	
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]