

CONTRACT FOR ROOM RESERVATION/GROUP BOOKING

made between:

SHC Prague TRS, a.s., the operator of InterContinental Praha

the Company is entered in the Commercial Register administrated by the Municipal Court in Prague, section B, Entry No. 9078 with its registered office at: nám. Curierových 43/5, 110 00 Praha 1, Czech Republic

represented by: Robert, P. Herr or Lotte Unnerholm per procuram and Jerome Fuchs or Jana Landova per procuram
VAT registration number: CZ27112390

named hereinafter "Hotel"

and

Statni ustav pro kontrolu leziv

with its registered office at: Srobarova 48, 100 41 Praha 10, Czech Republic

represented by: PharmDr. Martin Benes, director

contact person: Lenka Balazova, phone: 00420272185203, e-mail: lenka.balazova@sukl.cz

named hereinafter "SUKL"

and

GUARANT International, spol. s.r.o.

the Company is entered in the Commercial Register administrated by the Municipal Court in Prague, section C, Entry No. 7144 with its registered office at: Opletalova 22, 110 00 Praha 1, Czech Republic

represented by: Ing. Ludek Vocilka, project director

contact person: Ing. Karel Prochazka

VAT registration number: 001-45245401

named hereinafter "Guarant"

I. SUBJECT OF THE CONTRACT

The subject of this Contract is the agreement between the parties defined above concerning the provision of accommodation (including rates) for certain group of visitors (named hereinafter "Group") at the Hotel during the event specified below, and the agreement between the same parties concerning the lease of the conference space at the Hotel and the provision of related services such as F&B and rent of technical equipment. The Contract also provides for the specification of deposit, payment and cancellation conditions as related to such accommodation and to such Event.

II. ACCOMMODATION REQUIREMENTS & RATES

	Wed 15 Apr 09	Thu 16 Apr 09
Classic Room	90	90

Rates in EUR:	Room Types:	Single use	Double use
	Classic Room:	212	212
	Deluxe Room supplement:	35	35
	Executive Room supplement:	60	60
	Junior Suite supplement:	100	100
	Executive Suite supplement:	220	220
	Club Lounge Access supplement:	45	65

The rates listed above are stated per room, per night, including service charges, city tax, full American buffet breakfast, and complimentary use of gym, pool, Jacuzzi, sauna and including current VAT 9%.

All accommodation rates listed above are inclusive of 8% commission, from rates excluding VAT.

Rooms description:

Classic & Deluxe rooms are fitted with king size or twin beds, high-speed internet and complimentary coffee/tea making facilities.

Deluxe rooms are situated on higher floors with Old Town or river views.

Executive rooms are considerably larger in size than Classic / Deluxe rooms and are fitted with king size beds, extended working desk and sitting corner.

Executive suite consists of a separate bedroom with its own bathroom, has a separate bath-tub and shower. Additionally there is an adjoining living room equipped with meeting table, sitting corner and guest toilet.

Club Lounge Access available at supplement for any of room category booked, providing following exclusive services:

- Private Express check in and check out at the reception within the lounge
- Extended Continental Breakfast Buffet
- Full beverage service and refreshment all day
- Free use of a boardroom-style conference room for up to 8 persons subject to availability and advanced reservation
- Newspapers and magazines, video and CDs available in the lounge
- Cocktails and canapés served in the evening
- Daily fruit and mineral water in all guest rooms and suites
- Free internet access in club lounge

Room use is not guaranteed before 3:00 p.m. on the day of arrival. Every effort will be made to accommodate early arrivals. Rooms must be vacated no later than midday on the departure day (12:00 a.m.).

Complimentary & Upgrade Policy:

Description:	1 complimentary room night for every 45 paid room night, max. 3 rooms per night
	10 upgrades to Felixe room at Classic room rate
	2 upgrades to Executive room at Classic room rate

ROOMING LIST:

SUKL shall submit the final rooming list no later than 7 days prior to the Group's arrival. With the receipt of the final rooming list all reservations are guaranteed.

REGISTRATION DETAILS:

Due to the fact that Czech law stipulates the obligation for hotels to keep a record of arriving guests, the following details will be required from all the guests arriving in the Group:

Family/First Name, Full permanent address (street name/number, postal code, city & country), foreigner's citizenship, Passport number, Date and place of birth, Purpose of stay in the Czech Republic. SUKL hereby acknowledges that all guests arriving at the Hotel will be asked to sign the registration card and, if the above mentioned information is not provided with the rooming list, also to fill out a guest registration card.

TRANSFER FROM/TO THE AIRPORT TO/FROM HOTEL

Hotel is able to arrange transportation via limousines and minivans to and from airport, railways station etc. Transfer will be charged at agreed rate if requested from SUKL.

INFOPULT

The Hotel shall ensure that the guests can anytime during their stay at the Hotel personally reach a person competent to provide them with information regarding hotel facilities and the city of Prague. The information must be provided in English language and must not be required beyond a reasonable extent.

III. CONFERENCE FACILITIES

SUKL hereby rents the conference/meeting space defined below. Guarant hereby agrees to pay the agreed rent and to abide by the payment and cancellation conditions stipulated in this Contract. SUKL acknowledges and agrees that if the number of participants of the individual Event increases or decreases in relation to the original reservation as defined below, the Hotel reserves the right to transfer the Event to a room whose size accommodates the revised number of guests.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/04/2009	14:00	20:00	Office	Congress office		5	Complimentary
5/04/2009	14:00	00:00	Meeting/Conference	Petr+Hubert	U-Shape	20	300.00
5/04/2009	19:00	22:00	Dinner	Zlata Praha restaurant	Buffet	90	Complimentary
6/04/2009	08:00	20:00	Office	Congress office		5	Complimentary
6/04/2009	08:00	18:00	Meeting/Conference	Congres hall AB	U-Shape	90	3,700.00
6/04/2009	10:00	10:30	Break	Diana + foyer of Diana	Coffee / Tea Break	90	
6/04/2009	12:30	13:30	Lunch	Restaurant Primator	Buffet	90	
6/04/2009	15:00	15:30	Break	Diana + foyer of Diana	Coffee / Tea Break	90	
7/04/2009	08:00	15:00	Office	Congress office		5	Complimentary
7/04/2009	08:00	13:00	Meeting/Conference	Congres hall AB	U-Shape	90	2,600.00
7/04/2009	10:00	10:30	Break	Diana + foyer of Diana	Coffee / Tea Break	90	
7/04/2009	13:00	14:30	Lunch	Restaurant Primator	Buffet	90	

The above rates include 19% VAT, which is the statutorily applicable VAT as of the day of the signature of this Contract. If the statutory VAT changes, the above mentioned rates will increase or decrease accordingly and automatically as of the day of effectiveness of the new statutory VAT.

STORAGE, DISPLAYS, etc.:

SUKL hereby acknowledges that the Hotel has a limited capacity to store materials and agrees that no materials will be delivered to the Hotel prior to the first arrival date of a Group. When shipping materials to the Hotel, SUKL is obliged to indicate the complete name of the Group and the date of the Event. All materials should be directed to the attention of the Event Department.

SUKL is fully responsible for ensuring that all materials shipped to the Hotel have been cleared through customs with all pertinent documents completed. The Hotel will not collect any parcels nor liaises in any way with the customs office on behalf of SUKL. Materials being shipped out of Hotel at the end of the Event should be shipped on the Group's departure date at the latest.

If SUKL uses the rented premises in such a way that is incompatible with their intended purposes, or which is contrary to morality, public order or applicable law or if the Event may, in the Hotel's general manager's reasonable opinion, prejudice the reputation of the Hotel, the Hotel may withdraw from the agreement with immediate effect, without prejudice of its right to claim damages.

SUKL acknowledges that he must not supply, directly or indirectly, any drinks, food, tobacco, flowers and other decoration, except with the prior written consent of the Hotel management.

All decoration plans, technical installations and various adjustments of apartments, bedrooms, meeting and banqueting rooms and lounges in the Hotel must comply with the applicable safety regulations and standards in force any require the prior written consent of the Hotel management. Such approval, always excludes the drilling of walls, floor or coverings by any means whatsoever and the use of the adhesive products on the same.

IV. CATERING / FOOD&BEVERAGES

FOOD & BEVERAGES:

Meals:	Description:	Price in EUR per person FROM:
Coffee breaks:	Various	10,00
Lunches:	3-course luncheon incl. coffee, excl. other beverages	27,00
	4-course luncheon incl. coffee, excl. other beverages	35,00
	Lunch-Buffer incl. coffee, excl. other beverages	29,00
Dinners:	3-course dinner incl. coffee, excl. other beverages	30,00
	4-course dinner incl. coffee, excl. other beverages	52,00
	Dinner-Buffer incl. coffee, excl. other beverages	39,00

Please note that minimum dinner menu/buffet price for Zlata Praha restaurant is EUR 52 per person.

Beverages:	Description:	Price in EUR per person FROM:
	Soft drinks & sodas	3,50 per 0,2 l
	White wines starting at	20,00 per 0,75 l
	Red wines starting at	20,00 per 0,75 l
	Beer - Budweiser, Pilsner Urquell	4,00 per 0,33 l

Cocktail Reception:	Description:	Price in EUR per person FROM:
	Open Bar „Wine & Beer“ ½ hour	15,00
	Open Bar „Wine & Beer“ 1 hour	22,00
	Open Bar „International“ including nuts, chips - 0,5 hour	19,00
	Open Bar „International“ including nuts, chips - 1 hour	27,00
	Welcome Drink starting at	9,50

Service of 10% will apply for all Food & Beverages functions (private breakfast, luncheons, dinners or reception&cocktail) held at Primator & Zlata Praha restaurant, Dukes Bar&Cafe, function rooms and outsider caterings. Service charge will apply for all group functions with min. 40 persons and consumption of food and beverages only (not to Day Delegate Rate).

Hotel will provide jugs with water in meeting room free of charge.

For F&B events wishing to continue after midnight, we will make a charge of EUR 2,50 per person and hour /based on the total number of guaranteed attendees) to cover hotel additional labor costs.

The above rate include 19% VAT, which is the statutorily applicable VAT as of the day of the signature of this Contract. If the statutory VAT changes, the above mentioned rates will increase or decrease accordingly and automatically as of the day of effectiveness of the new statutory VAT.

The Hotel reserves the exclusive right to serve all food and beverages within the Hotel. It is prohibited for SUKL or guests to bring any kind of food or beverages onto the Hotel premises, without written consent of the Hotel. SUKL hereby acknowledges that each agreement of this kind may include an additional charge.

The minimum numbers of guest for all banquet functions shall be submitted by SUKL to the Hotel 7 days prior to the Event and will be regarded as a guarantee. The Hotel will accept a maximum decrease of 10 percent of the guaranteed number free of charge until up to 2 working days prior to the function. Working days are considered being Monday-Friday, except local public Holidays.

The final menu choice must be made at the latest 9 days prior to the beginning of the Event.

In case there is no menu chosen within the above deadline, the Hotel reserves the right to choose the most appropriate menu according to SUKL's requirements and according the agreed budget.

SUKL hereby acknowledges and agrees that food and beverage prices are only approximate prices relating to the period when the Contract is signed, therefore the Hotel could guarantee them only for six months following signature of this Contract. If the Event is not organised within twelve months of the signature of the Contract, SUKL shall agree with the Hotel, no later than three months before the Event is held, on new prices for food and beverages.

V. DEPOSIT/ATTRITION, CANCELLATION AND NO-SHOWS FEES

DEPOSIT

In order to keep for SUKL the requested rooms/conference spaces, the Hotel requests that Guarant pays the deposit on the basis of the following schedule:

- 20 % of expected rooms, conference and F&B revenue to be paid upon signing of contract
- 80 % of expected rooms, conference and F&B revenue to be paid at the latest 1 month prior arrival

The above mentioned deposit is calculated on the basis of total revenue from the number of the conference spaces agreed in Contract and estimated costs of F&B agreed in Contract.

In case SUKL requests more rooms, conference spaces or Food and Beverage requirements than agreed in this Contract, the Hotel will request an additional deposit, which will be in proportion to the required increase.

The Hotel is entitled to rescind this Contract with immediate effect, if the agreed deposits are not received by the Hotel by the due date, i.e. if the due amount is not received in the Hotel's bank account or in cash by the Hotel.

Attrition fees & deadlines

- 10 % of the total room nights may be cancelled without penalty between 3 months and 10 days prior to arrival. *Any room night cancelled above 10% or later will result in a 100% cancellation fee at the contracted room rate and length of stay.*

*80% Guarant v.2.
Bathory v.2.*

Cancellation fees & deadlines

- Total cancellation between 3 months to 1 month prior will result in a cancellation fee equal to 70 % of expected rooms, conference and F&B revenue.
- Total cancellation later than 1 month prior will result in a cancellation fee equal to 90 % of expected rooms, conference and F&B revenue.

In case SUKL increases the room block, meeting space and/or F&B requirements after the present Contract has been signed, the calculation of the cancellation fees will be based on the last confirmed increase.

Any reduction or cancellation have to be done in writing and signed by both parties.

VI. BILLING INSTRUCTIONS

Room rates, conference and F/B revenue will be invoiced to **GUARANT International, spol. s.r.o.** after the Group departure. The deposit will be deduced from the final invoice.

Each participant will be personally responsible for his extra charges (i.e. minibar, telephone, laundry charges, etc.) and will settle these individually upon departure. For any unsettled extra bills SUKL will assist the Hotel in collecting open invoices.

Bank account of the Hotel:

Commerzbank Praha

Jugoslavská 1, 120 21 Praha 2, Czech Republic

Account Nr.:	Currency:	IBAN Code:
10189361	CZK	CZ58 6200 0062 1800 1018 9361
1018936	USD	CZ58 6200 0001 0700 1018 9361
1018936	EUR	CZ96 6200 0000 0000 1018 9361

Bank code	6200
SWIFT CODE for Europe	COBA CZPXXXX
SWIFT CODE for USA	COBA US3XXXX

Service which exceeded the agreed deposit shall be covered by **GUARANT International, spol. s.r.o.** in cash during check-out at Hotel's Front Desk or within 14 days from the date of the delivery of the relevant invoice. All final bill / invoice related queries must be addressed to the Hotel's Financial Department (Credit Manager tel: +420 29663 1231) within 14 days of the delivery of the invoice but no later than the invoice due date.

All actual billings (invoices) will be issued in Czech Crowns. The conversion will be based on the Hotel exchange rate valid first day of the month of group arrival. **GUARANT International, spol. s.r.o.** will receive together with the invoice a statement, which shows the relevant charges in CZK and contracted rates in EUR.

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GUARANT International, spol. s.r.o. agrees to pay on behalf of **SHC Prague TRS, a.s.**, a delay charge representing 0,05% of the outstanding amount concerned for each and every already commenced day of such default.

VII. MISCELLANEOUS

The Contract is only valid when it has been signed by the representative of the Hotel, SUKL and Guarant. Should this Contract be in conflict with any other contract/s which is/are valid between some of the subjects to this Contract, it is deemed that this Contract prevails to the extent of such conflict.
The quotation is no longer valid if the contract is not submitted to the Hotel by:
This Contract is governed by Czech law.

Date of issue:

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SHC Prague TRS, a.s.

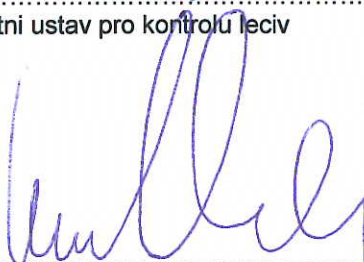


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SHC Prague TRS, a.s.

Státní ústav pro kontrolu léčiv
Šrobárova 48
100 41 Praha 10
(100)

2009.03.26.

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Státní ústav pro kontrolu léčiv



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GUARANT International, spol. s.r.o.

