

AMENDMENT No. 4

2009-0490-1177501/04

to the

CONTRACT AGREEMENT

Financed By

Bohunice International Decommissioning Support Fund (BIDSF),
administered by the European Bank for Reconstruction and Development (EBRD)

This Amendment No. 4 to the Contract made between:

Slovenská elektrizačná prenosová sústava, a.s. (SEPS, a.s.)

Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic

IČO: 35 829 141

Tax-No.: 2020261342

VAT reg. No.: SK2020261342

Bank: Tatrabanka Bratislava, IBAN: SK30 1100 0000 0026 2019 1900

SWIFT: TATRSKBX

Statutory body: Board of Directors, represented by:

Miroslav Stejskal, Chairman of Board of Directors

Michal Pokorný, Vice-Chairman of Board of Directors

Registered: in Trade Register of County Court Bratislava I, Section: Sa, Record No.: 2906/B

(hereinafter called "the Employer") of the one part

and

ENERGOINVEST, dd Sarajevo, Leader of Joint Venture Partnership

Hamdije Čemerlića 2, Sarajevo, Bosnia and Herzegovina

Tax-No.: 4200214380009

VAT reg. No.: 200214380009

Bank: Raiffeisen bank dd Bosna i Hercegovina, Account No: 1610000010300053

SWIFT: RZBABA2S

Statutory body:

General Manager of Energoinvest: Mr. Enes Cengic

Registered: in Cantonal Court in Sarajevo, Bosna i Hercegovina, Registration No: 1-12859 (UF/I-389/04)

and

VLB Leitungsbau GmbH & Co KG, Partner of Joint Venture Partnership

Obdacherstrasse 500, 9462 Bad St. Leonhard, Austria

Tax-No.: ATU 627 15 306

VAT reg. No.: 097/0778

Bank: Raiffeisen bank Bad St. Leonhard, Austria, IBAN No: AT 583949100000020560

SWIFT: RZKTAT2K491

Statutory body:

Executive Director of VLB: Mr. Siegfried Vallant

Registered: in Landesgericht Klagenfurt, Austria, Registration No: FN 280833 S

(hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Works known as **2 x 400 kV Transmission Lines for ES Medzibrod** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Amendment No. 4 words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. This Amendment No. 4 shall supersede the Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Contract Agreement.
3. The Contract Agreement shall be amended as follows:
 - 3.1. In article 2 delete the words:

- (a) Amendment No. 3 including Annex 1, Annex 2, Annex 3 and Annex 4 to Amendment No. 3,
- (b) Amendment No. 2,
- (c) Amendment No. 1,
- (d) The Contract Agreement,
- (e) The Letter of Acceptance, dated 10th August 2010,
- (f) The Letter of Tender, dated 26th February 2010,
- (g) Tender Clarification Requests and Responses,
- (h) Questions and Answers during bidding period,
- (i) The Particular Conditions of Contract,
- (j) The General Conditions of Contract,
- (k) The Employer's Requirements,
- (l) The Contractors Tender with Appendices including completed Price Schedules, Data Sheets and Schedules of Requirements."

and replace them with:

- (a) Amendment No. 4 including Annex 1, Annex 2, Annex 3 and Annex 4 to Amendment No. 4,
- (b) Amendment No. 3 including Annex 1, Annex 2, Annex 3 and Annex 4 to Amendment No. 3,
- (c) Amendment No. 2,
- (d) Amendment No. 1,
- (e) The Contract Agreement,
- (f) The Letter of Acceptance, dated 10th August 2010,
- (g) The Letter of Tender, dated 26th February 2010,
- (h) Tender Clarification Requests and Responses,
- (i) Questions and Answers during bidding period,
- (j) The Particular Conditions of Contract,
- (k) The General Conditions of Contract,
- (l) The Employer's Requirements,
- (m) The Contractors Tender with Appendices including completed Price Schedules, Data Sheets and Schedules of Requirements."

Addenda shall have the order of precedence of the document they are modifying.

- 3.2. In the Appendix to Tender replace the Schedule of Payments in the sub-clause 14.4 with the Schedule of Payments in Annex 1 of this Amendment No. 4.
4. The Contract Price shall be amended as follows:

"The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the amount of:

28 702 943,22 EUR (twenty eight million seven hundred and two thousand nine hundred and forty three Euro twenty two Cent)

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT and other taxes shall not be paid on the funds originating from BIDSF funds."

5. All other terms and conditions unaffected by this Amendment No. 4 shall remain unchanged.
6. This Amendment No. 4 is made in four counterpart originals, two of them for each part of the Contract Agreement.

In Witness whereof the parties hereto have caused the Amendment No. 4. This Amendment No. 4 becomes effective from the day the last party has signed it

SIGNED by: _____

Name: Miroslav STEJSKAL
Chairman of Board of Directors

Name: Enes CENGIC
General Manager of Energoinvest

Date: _____

for and on behalf of the Employer

Date: _____

for and on behalf of the Contractor

SIGNED by

Name: Michal POKORNÝ
Vice-Chairman of Board of Directors

SIGNED by: _____

Name: Siegfried VALLANT
Executive Director of VLB

Date: _____

for and on behalf of the Employer

Date: _____

for and on behalf of the Contractor