

2014-0175-1147501/01

AMENDMENT 1
to the

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name

Consultant services for "Complex ES Bystričany - Transformation 400/110 kV"
(PMU Consultant)

Grant No.

BIDSF 020A

between

Slovenská elektrizačná prenosová sústava, a.s.

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

IČO: 35 829 141

DIČ: 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 referred to as "the Client") of the one part

and

GOPA –International Energy Consultants GmbH

Justus-von-Liebig-Str. 1, 61352 Bad Homburg, Germany

VAT reg. No: DE 815 132 668

Tax No. 003 234 61118

Bank: Commerzbank AG Bad Homburg, **Bank Code** 500 400 00

Account 345 314 900, **IBAN** DE 06 5004 0000 0345 3149 00

Swift: COBADEFF 501

Registererd: District Court Bad Homburg, HRB 11487

(hereinafter referred to as "the Consultant") of the other part

Dated: _____

This Amendment 1 is made the _____ day of the month of _____ between, on the one hand, **Slovenská elektrizačná prenosová sústava, a.s.** (hereinafter called the "Client") and, on the other hand, **GOPA –International Energy Consultants GmbH** (hereinafter called the "Consultant").

WHEREAS

The Client and Consultant are willing to ensure continued sound management to the Project;

NOW THEREFORE the parties hereto hereby agree as follows:

1. Words and expressions in this Amendment 1 shall have the same meanings as are respectively assigned to them in the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices hereinafter referred to.

2. The Contract for Consultant's Services shall be amended as follows:

2.1 In Article 1 delete the words:

“(c) Appendices:
Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C/D: Remuneration and Reimbursable Expenses Cost Estimates
Appendix E: Form of Advance Payments Guarantee
Appendix F: Consultants Methodology”

and replace them with:

“(c) Appendices:
Appendix A: Terms of Reference
Appendix B2: Key Experts
Appendix C/D2: Remuneration and Reimbursable Expenses Cost Estimates
Appendix E: Form of Advance Payments Guarantee
Appendix F: Consultants Methodology”

and delete the words:

“In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C/D, Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.”

and replace them with:

“In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B2; Appendix C/D2,

Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.”

3. The General Conditions of Contract (GCC) shall be amended as follows:

3.1 In Clause 29.1 replace the words “Appendix B” with words “Appendix B2”.

3.2 In Clause 29.2 replace the words “Appendix B” with words “Appendix B2”.

3.3 In Clause 34.1 replace the words “Appendix B” appearing twice in the Clause with words “Appendix B2”.

3.4 In Clause 34.2 replace the words “Appendix B” with words “Appendix B2”.

3.5 In Clause 42.4 replace the words “Appendix B” with words “Appendix B2”.

4. The Special Conditions of Contract (SCC) shall be amended as follows:

4.1 In Clause 14.1 replace the words “The time period shall be up to 31 December 2016.” with words “The time period shall be up to 31 December 2017.”

4.2 In Clause 41.2 replace the words

“The ceiling in local currency is: 280 000,00 EURO (two hundred and eighty thousand EUROS only) exclusive of VAT.”

with words

“The ceiling in local currency is: 382 500,00 EURO (three hundred eighty two thousand five hundred EUROS only) exclusive of VAT.”

4.3 In Clause 50 replace the words “Appendix C/D” with words “Appendix C/D2”.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be signed in their respective names as of the day and year first above written in four counterpart originals.

For and on behalf of Slovenská elektrizačná prenosová sústava, a.s.

Miroslav Stejskal, Chairman of Board of Directors

Michal Pokorný, Vice-Chairman of Board of Directors

For and on behalf of GOPA –International Energy Consultants GmbH

Klaus Langschied, Managing Director