

AMENDMENT No. 3

to the

Contract Agreement No BIDSF-020-04-01-00

Double 400 kV OHL Križovany – Bystričany

Financed by

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

This Amendment No. 3 to the Contract is made between:

Slovenská elektrizačná prenosová sústava, a.s.

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

IČO: 35 829 141
Tax-No.: 2020261342
VAT reg. No.: SK2020261342
Bank: Tatra banka, a.s., IBAN: SK30 1100 0000 0026 2019 1900
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Peter Dovhun, Chairman of the Board of Directors
Marián Širanec, MBA, Vice-chairman of the Board of Directors
Registered: in the Commercial Register of Bratislava I District Court, Section:
Sa, Insert No.: 2906/B

Person responsible to negotiate the technical issues: Mr. Marián Sabol

Person responsible to negotiate the contractual issues: Mrs. Monika Božíková

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

and

JVC VUJE – ELCON – Alter Energo

Head of the Association:

*VUJE, a.s.
Okružná 5,
918 64 Trnava,
Slovak Republic*

IČO: 31 450 474
Tax-No.: 2020392539
VAT reg. No.: SK2020392539
Bank: Slovenská sporiteľňa, a.s., IBAN: SK76 0900 0000 0051 5153 0992

Statutory body: Ing. Matej Korec, PhD., Member of the Board

Ing. Alexander Kšiňan, Vice-chairman of the Board

Registered: in the Business Register of the Municipal Court Trnava,
Section: Sa, File No.: 164/T

(hereinafter called "the Contractor") of the other part.
(the Employer and the Contractor shall be collectively referred to as "Parties")

Whereas:

- (A) The parties concluded a Contract under the name of "Double 400 kV OHL Križovany – Bystričany" dated 20th December 2018, in the wording of the Amendment No. 1, dated 25th March 2020 and Amendment No. 2, dated 26th March 2021 ("the Contract");
- (B) The parties agreed that duties of the Engineer shall be exercised by the Employer, International contracts department;
- (C) The necessary changes resulting from the above issues need to be incorporated into the Contract provisions.

The Employer and the Contractor agree to amend the Contract through the Amendment No. 3 as follows:

- 1. In this Amendment No. 3 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. 3 shall supersede the Amendment No. 2, Amendment No. 1 and the Contract Agreement.
- 3. The Contract Agreement shall be amended as follows:

3.1 In article 2 of the Contract Agreement delete the following wording:

- "(a) Amendment No. 2 including Annex 1, Annex 2, Annex 3 and Annex 4 to Amendment No. 2*
- (b) The Amendment No.1*
- (c) The Form of Contract Agreement,*
- (d) The Letter of Acceptance dated 12 December 2018,*
- (e) The Letter of Tender, dated 16 July 2018,*
- (f) The Particular Conditions of Contract,*
- (g) The General Conditions of Contract,*
- (h) The Employer's Requirements,*
- (i) The completed Price Schedules, Data Sheets and Schedules of Requirements*

(j) *The Contractors Tender with Appendices.*”

and replace with the following wording:

- (a) *Amendment No. 3*
 - (b) *Amendment No. 2 including Annex 1, Annex 2, Annex 3 and Annex 4 to Amendment No. 2*
 - (c) *The Amendment No.1*
 - (d) *The Form of Contract Agreement,*
 - (e) *The Letter of Acceptance dated 12 December 2018,*
 - (f) *The Letter of Tender, dated 16 July 2018,*
 - (g) *The Particular Conditions of Contract,*
 - (h) *The General Conditions of Contract,*
 - (i) *The Employer's Requirements,*
 - (j) *The completed Price Schedules, Data Sheets and Schedules of Requirements*
 - (k) *The Contractors Tender with Appendices.*
- Addenda shall have the order of precedence of the document they are modifying.”*

3.2 Delete text of article 4 and replace with the following text:

“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:

38 209 010,65 EUR

(Thirty eight million two hundred and nine thousand ten Euros and sixty five Cents)

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. The Contract Price is adjusted according to the provisions of clause 13.5 of the Particular Conditions of Contract.”

4. The Particular Conditions of Contract shall be amended as follows:

4.1 In Sub-Clause 13.5, item (c), the last paragraph, delete the following text:

“The provisions of Clause 20.1 [Contractor's Claims] shall apply for the Contractor's entitlement to any disincentive payment applicable under this Sub-Clause 13.5.”

5. The Appendix to Tender shall be amended as follows:

The following wording shall be deleted:

1.1.2.4 & 1.3	Engineer's name and address	GOPA - International Energy Consultants GmbH Justus-von-Liebig-Strasse 1 61352 Bad Homburg v. d. H. Germany <i>Branch office to address the correspondence:</i> Slovenská elektrizačná prenosová sústava, a.s. GOPA - International Energy Consultants GmbH Mlynské nivy 59/A 824 84 Bratislava Slovak republic
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and replaced with the following wording:

1.1.2.4 & 1.3	Engineer's name and address	Slovenská elektrizačná prenosová sústava, a.s. Mlynské nivy 59/A 824 84 Bratislava Slovak republic
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The provisions of this clause shall become effective from the day of 1st November 2021.

6. Since Slovenská elektrizačná prenosová sústava, a.s. is a liable person within the meaning of Act no. 211/2000 Coll. on Free Access to Information and Amendments to certain Acts (Freedom of Information Act) as amended (hereinafter referred to as the "Freedom of Information Act"), the Parties are aware that the Amendment No. 3 and tax documents related to the Amendment No. 3 will be published in such a way, which imposes the Act on Freedom of Information in its statute for compulsorily published contracts, orders and invoices pursuant to § 5a and § 5b.
7. All other terms and conditions unaffected by this Amendment No. 3 shall remain unchanged.
8. This Amendment No. 3 is made in four counterpart originals, two of them for each part of the Contract Agreement.

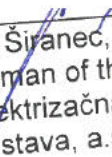
In Witness whereof the parties hereto have caused the Amendment No. 3. This Amendment No. 3 becomes valid and legally binding from the day of the last party has signed it, except for the clause 5 of the Amendment No. 3, becomes effective from the day of 1st November 2021. After the signature by both parties the Employer ensures publication of this Amendment No. 3 pursuant to § 47a section 1 of the Act No. 40/1964 Coll. (Civil Code).

For and on behalf of the Employer:

SIGNED by:


Ing. Peter Dohun
Chairman of the Board
Slovenská elektrizačná prenosová
sústava, a.s.


SIGNED by:


Marián Širaneč, MBA
Vice-chairman of the Board
Slovenská elektrizačná prenosová
sústava, a.s.


Date:

For and on behalf of the Contractor:

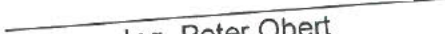
SIGNED by:


Ing. Matej Korec, PhD.
Member of the Board
VUJE, a.s.


SIGNED by:


Ing. Alexander Kšiňan
Vice-chairman of the Board
VUJE, a.s.


SIGNED by:


Ing. Peter Obert
Chairman of the Board
Alter Energo, a.s.

SIGNED by:


Jozef Szombath
Member of the Board
Alter Energo, a.s.

SIGNED by:


Ing. Marián Mašeja
Chairman of the Board
ELCON Bratislava, a.s.

Date: