

AMENDMENT No. 1

2016-0095-1177501/01

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. 1 to the Contract 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. Miroslav Oberť, Chairman of BOD
Ing. Miroslav Stejskal, Vice-chairman of BOD
Registered: in the Commercial Register of Bratislava I District Court, Section: Sa, Insert No.:
2906/B

Person responsible to negotiate the technical issues: Mr. Ľubomír Maco

Person responsible to negotiate the contractual issues: Mr. Robert Vehner

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

and

Association SPIE Elektrovod, a.s. – Alter Energo, a.s., successor of association SAG Elektrovod, a.s. – Alter Energo, a.s.

Head of the Association:

*SPIE Elektrovod, a.s.
Prievozská 4C,
824 66 Bratislava 26,
Slovak Republic*

IČO: 36 863 513
Tax-No.: 2022840127
VAT reg. No.: SK2022840127
Bank: Tatra banka, a.s., IBAN: SK26 1100 0000 0026 2004 0555
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Tomáš Malatinský, MBA, Member of BOD
Ing. Milan Ferenc, PhD., Member of BOD
Registered: in the Commercial Register of Bratislava I District Court, Section: Sa, Insert No.:
5058/B

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

Whereas:

- (A) The company SAG Elektrovod, a.s. had changed its business name to SPIE Elektrovod, a.s. with the effectiveness from 1 September 2017;
- (B) The company SAG Elektrovod, a.s. had notified the Employer about the business name change in the letter dated August 2017, received on 16 August 2017;
- (C) Only the business name had been changed, the corporation remained unchanged;

The Employer and the Contractor agree as follows:

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

3.1 In article 2 delete the words:

- "(a) This Contract Agreement,
- (b) The Letter of Acceptance, dated 20 December 2016,
- (c) The Letter of Tender, dated 23 September 2016,
- (d) The Particular Conditions of Contract,
- (e) The General Conditions of Contract,
- (f) The Employer's Requirements,
- (g) The completed Price Schedules, Data Sheets and Schedules of Requirements,
- (h) The Contractors Tender with Appendices."

and replace them with words:

- "(a) Amendment No. 1,
- (b) The Contract Agreement,
- (c) The Letter of Acceptance, dated 20 December 2016,
- (d) The Letter of Tender, dated 23 September 2016,
- (e) The Particular Conditions of Contract,
- (f) The General Conditions of Contract,
- (g) The Employer's Requirements,
- (h) The completed Price Schedules, Data Sheets and Schedules of Requirements,
- (i) The Contractors Tender with Appendices."

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

3.2 In the Appendix to Tender, in sub-clause 1.1.2.3 & 1.3 add the words:

“Contractor's name:

Association SPIE Elektrovod, a.s. – Alter Energo, a.s.

Contractor's address:

SPIE Elektrovod, a.s.

Prievozská 4C,

824 66 Bratislava 26,

Slovak Republic”

3.3 In the Appendix to Tender, in sub-clause 1.1.2.4 & 1.3 delete the words:

“GOPA - International Energy Consultants GmbH

Justus-von-Liebig-Strasse 1

61352 Bad Homburg v. d. H.

Germany

(to be confirmed on signing of the Contract)”

and replace them with words:

“GOPA - International Energy Consultants GmbH

Justus-von-Liebig-Strasse 1


61352 Bad Homburg v. d. H.

Germany”

4. Since Slovenská elektrizačná prenosová sústava, a.s. is the obliged person pursuant to the Slovak Act No 211/2000 Coll. on free access to information (hereafter as “Act on free access to information”) and since this legal obligation is to be fulfilled regardless of the governing law of the agreement, the Parties to this Contract are informed, that this Amendment No. 1 and related tax documents will be published as foreseen in the Act on free access to information in § 5a and § 5b for agreements, orders and invoices.
5. All other terms and conditions unaffected by this Amendment No. 1 shall remain unchanged.
6. This Amendment No. 1 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. 1. This Amendment No. 1 becomes valid and legally binding from the day of the last party has signed it and effective from the day following the day of the publication of the Contract pursuant to § 47a section 1 of the Act No 40/1964 Coll. Civil Code.

SIGNED by: _____


Ing. Miroslav Obert

Date: _____

for and on behalf of the Employer

SIGNED by: _____

Ing. Tomáš Malatinský, MBA

Date: _____

for and on behalf of the Contractor

SIGNED by: _____


Ing. Miroslav Stejskal

Date: _____

for and on behalf of the Employer

SIGNED by: _____


Ing. Milan Ferenc, PhD.

Date: _____

for and on behalf of the Contractor