

AMENDMENT 8 (dated)
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 020B

Contract No.
BIDSF-020-01-01-00

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, a.s., IBAN: SK30 1100 0000 0026 2019 1900,
SWIFT: TATRSKBX

Statutory body: Board of Directors, represented by:
Miroslav Obert, Chairman of Board of Directors
Miroslav Kolník, 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

Represented by: Klaus Langschied, Managing Director

Registered: District Court Bad Homburg, HRB 11487

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

This Amendment 8 is made 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

- (A) The Consultant has agreed to provide additional services that include inspection of 240 towers to be constructed within the project “Double 400kV OHL Križovany-Bystričany”;
- (B) The additional services related to inspection of 240 towers were not priced in the original contract and/or Amendments 1-7 and thus Appendix C/D8 Remuneration and Reimbursable Expenses Cost Estimates needs to be updated to account for inspection costs;
- (C) It is necessary to add additional expert Mr. Reinhard Heier and thus Appendix B8 Experts input needs to be updated;
- (D) The necessary changes resulting from the above issues need to be incorporated into Contract Provisions.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Words and expressions in this Amendment 8 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 A3: Terms of Reference
Appendix B8: Experts Input
Appendix C/D8: Remuneration and Reimbursable Expenses Cost Estimates
Appendix E: Form of Advance Payments Guarantee
Appendix F: Consultants Methodology”

and replace them with:

“(c) Appendices:
Appendix A3: Terms of Reference
Appendix B9: Experts Input
Appendix C/D9: 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 A3; Appendix B8; Appendix C/D8; 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 A3; Appendix B9; Appendix C/D9; 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 B8” with words “Appendix B9”.

3.2 In Clause 29.2 replace the words “Appendix B8” with words “Appendix B9”.

3.3 In Clause 34.1 replace the words “Appendix B8” appearing twice in the Clause with words “Appendix B9”.

3.4 In Clause 34.2 replace the words “Appendix B8” with words “Appendix B9”.

3.5 In Clause 42.4 replace the words “Appendix B8” with words “Appendix B9”.

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

4.1 In Clause 9.1 replace the words

“The Authorized Representatives are:

For the Client: Anna Kamila Szer, anna.szer@sepsas.sk

For the Consultant: Frank Preschke, frank.preschke@gopa-intec.de

Matthias Spatz, matthias.spatz@gopa-intec.de”

with words

“The Authorized Representatives are:

For the Client: Monika Božíková, monika.bozikova@sepsas.sk

For the Consultant: Frank Preschke, frank.preschke@gopa-intec.de

Maya Pitskhelauri, maya.pitskhelauri@gopa-intec.de”

4.2. In Clause 41.2 replace the words

“The ceiling in local currency is: 2 882 406,40 EURO (two million eight hundred and eighty two thousand four hundred and six and 40/100 EUROS only) exclusive of VAT.”

with words

“The ceiling in local currency is: 2 994 726,40 EURO (two million nine hundred and ninety four thousand seven hundred and twenty six and 40/100 EUROS only) exclusive of VAT.”

4.3 In Clause 50 replace the words “Appendix C/D8” with words “Appendix C/D9”.

5. 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 Amendment 8 are informed, that this Amendment 8 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.

6. All other terms and conditions unaffected by this Amendment 8 shall remain unchanged.

In Witness whereof the parties hereto have caused this Amendment 8 to be signed in four counterpart originals. This Amendment 8 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.

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

Date:

Miroslav Obert, Chairman of Board of Directors

Miroslav Kolník, Vice-Chairman of Board of Directors

For and on behalf of ~~GOPA~~ – International Energy Consultants GmbH

Date:

Klaus Langschied, Managing Director

Appendix B9 - Experts Input

Appendix C/D9 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-2: Summary of Costs

Contract + Amendments 1 to 8

Appendix C/D9 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-3/4: Staffing Schedule and Breakdown of Costs - Complex ES Bystričany - Transformation 400 / 110 kV
(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

2. REIMBURSABLE EXPENSES¹⁾