

AMENDMENT No. 1 (dated *25/03/20*)

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. 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 Obert, Chairman of Board of Directors
Ing. Miroslav Kolník, Vice-chairman of 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, the
successor of Mrs. Anna Szer

(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. Zoltán Harsányi, PhD., Chairman of the Board
Ing. Alexander Kšiňan, Member 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.

Whereas:

- (A) The omission of Contract Number and title needs to be rectified by incorporation of the omitted information into the Contract;
- (B) The Employer and the European Bank for Reconstruction and Development agreed that BIDSF will fully finance the Contract and thus concluded the amended and restated BIDSF Grant Agreement No. 020B;
- (C) The Employer has appointed Mrs. Monika Božíková as a successor of Mrs. Anna Szer;
- (D) The necessary changes resulting from the above issue need to be incorporated into the Contract provisions.

The Employer and the Contractor agree to amend the Contract through the Amendment No. 1 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 Form of Contract Agreement.
3. The Form of Contract Agreement shall be amended as follows:
 - 3.1 The following text "*Contract*" shall be deleted and replaced by "*Contract Agreement No BIDSF-020-04-01-00 "Double 400 kV OHL Križovany – Bystričany"*" in the title of the contract Agreement.
 - 3.2 The following text in the first paragraph that provides details of the Employer:
"Person responsible to negotiate the contractual issues: Mrs. Anna Szer"
shall be replaced with the text:
"Person responsible to negotiate the contractual issues: Mrs. Monika Božíková,"
 - 3.3 In article 2 delete the words:

- (a) This Contract Agreement,*
- (b) The Letter of Acceptance dated 12 December 2018,*
- (c) The Letter of Tender, dated 16 July 2018,*
- (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.*

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

and replace them with words:

- (a) The Amendment No. 1*
- (b) The Form of Contract Agreement,*
- (c) The Letter of Acceptance dated 12 December 2018,*
- (d) The Letter of Tender, dated 16 July 2018,*
- (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.”

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

4.1 In clause 2.4 Employer's Financial Arrangements delete the words:

“Pursuant to an agreement between the European Bank for Reconstruction and Development (the Bank) as the Administrator of the Bohunice International Decommissioning Support Fund (the Fund) and the Employer as Recipient of the grant(s) being administered by the Bank, the Employer intends using part of the proceeds of the grant(s) for eligible payments under the Contract to finance 50% of the Contract Price. Payment by the Bank will be made on behalf of the Employer, and only at the request of the Employer and upon approval by the Bank in accordance with the terms and conditions of the Grant Agreement and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank's grant(s) will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Except as the Bank may specifically otherwise agree, no other party other than the Employer shall derive any rights from the agreement or have any rights to the proceeds of the grant(s). For financing of other 50% of the Contract Price the Employer intends to use Employer's funds. If there

is a material change to the Employer's Financial Arrangements, including the suspension of the grant(s), or unavailability of Employer's funds the Employer shall notify the Contractor, with detailed particulars of such change, within 7 days of such change"

and replace with the following:

"Pursuant to an agreement between the European Bank for Reconstruction and Development (the Bank) as the Administrator of the Bohunice International Decommissioning Support Fund (the Fund) and the Employer as Recipient of the grant(s) being administered by the Bank, the Employer intends using part of the proceeds of the grant(s) for eligible payments under the Contract to finance 100% of the Contract Price. Payment by the Bank will be made on behalf of the Employer, and only at the request of the Employer and upon approval by the Bank in accordance with the terms and conditions of the Grant Agreement and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank's grant(s) will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Except as the Bank may specifically otherwise agree, no other party other than the Employer shall derive any rights from the agreement or have any rights to the proceeds of the grant(s). If there is a material change to the Employer's Financial Arrangements, including the suspension of the grant(s), the Employer shall notify the Contractor, with detailed particulars of such change, within 7 days of such change"

4.2 In clause 14.1 delete the words:

"The Contract Price will be co-financed by the Fund and the Employer: 50% of Contract Price will be financed by the Fund and 50% by the Employer."

and replace them with words:

"100% of Contract Price will be financed by the BIDSF"

4.3 Delete all text of clause 14.7 and replace with the following text:

"Insert as first sentence of this Sub-Clause:

"Payment of the Contract Price shall be made according to the Direct Disbursement procedure of the Bank. Payment by the Bank will be made on behalf of the Employer and only at the request of the Employer and upon approval by the Bank.

Payment will be made to the following account of the Contractor:

Bank: Slovenská sporiteľňa, a.s., IBAN: SK76 0900 0000 0051 5153 0992"

Insert as last sentence of this Sub-Clause:

"The source of the BIDSF cannot be used for payment of any customs duties or other similar import taxes payable on the imported Plant and Equipment."

At the end of Sub-Clause 14.7 add:

The following points shall be observed when submitting invoices for payment.

All invoices with the accepted protocols and itemized specification of performed Works and/or performed integral parts of supply together with the relevant details of the amounts to which the Contractor considers himself to be entitled shall be addressed and sent to the Employer who will approve them and forward them to the Bank for payment.

The approved invoices will be paid to the Contractor by the Bank on behalf of the Employer after the Bank will accept the invoice approved by the Employer.

All invoices shall be issued bilingually in English and Slovak language.

The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.

The Contract number and the integral part of supply shall be quoted on the invoice.

The Contract number and the integral part of supply shall be quoted on the invoice. Invoices shall be marked as an invoice showing invoice number, issue date, date on which particular integral part of the supply is completed and a Taking-Over Certificate is issued, due date of the invoice, business address of the Employer and Contractor, Contractor's registration number and Tax Identification Numbers.

The invoice shall include also a column marked "Gross" (Amount for the completed integral part without taxes), column marked "Amortization of the Advance Payment" and column marked "Net". The amount to be shown in the column "Gross" is the amount corresponding to the amount that Contractor considers himself to be entitled for the completed integral part of supply for which a Taking-Over Certificate is issued and shall be free from any and all taxes, customs duties or other fees or mandatory payments levied by, or in the territory of, the Slovak Republic. The amount to be show in column "Amortization of the Advance Payment" is the amount of the instalment due for the repayment of the Advance Payment. The amount to be shown in column "Net" is the amount to be invoiced after deduction of the corresponding amortization rate of the Advance payment.

Invoice payments will be made by direct transfer to the following bank account:

Bank: Slovenská sporiteľňa, a.s., IBAN: SK76 0900 0000 0051 5153 0992

Full details of the bank account where payment shall be made shall also be stated on the invoices, including currency of the account and SWIFT number (if available).

For the purpose of the refunding of the taxes, customs duties levied by, or in the territory of, the Slovak Republic;

The VAT number provided by Slovak tax office obtained by the registration of the Contractor in Slovak Republic or VAT registration number from the Contractor's country if the Contractor is not registered in Slovak Republic, shall be inscribed on the invoices and the Contractor should enclose the relevant documents (invoices, others) demonstrating the amount and payment of the required refunding amount.

Number of Invoices: one (1) original and one (1) copy.

The Contract Price as invoiced by the Contractor will be fully paid by the Bank on behalf of the Employer out of proceeds of BIDSF.

The Employer shall not be responsible for delayed payments if the submission of the correct application for disbursement as well as submission of correct invoice with all supporting documentation by the Employer to the Bank is no later than 41 days after the Employer received the invoice and supporting documents.”

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 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.
6. All other terms and conditions unaffected by this Amendment No. 1 shall remain unchanged.
7. 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).

For and on behalf of the Employer:

For and on behalf of the Contractor:

SIGNED by:

Ing. Miroslav Obert
Chairman of the Board
Slovenská elektrizačná prenosová sústava,
a.s.

SIGNED by:

Ing. Zoltán Harsányi, PhD.
Chairman of the Board
VUJE, a.s.

SIGNED by:

Ing. Miroslav Kolník /
Vice-chairman of the Board
Slovenská elektrizačná prenosová sústava,
a.s.

SIGNED by:

Ing. Alexander Kšiňan
Member of the Board
VUJE, a.s.

Date: ____

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
Member of the Board
ELCON Bratislava a.s.

Date: _____