

2008-0462-1177501/06

This Amendment number 6 to an Agreement of 16th September 2008, as amended by the Amendment 1 of 26 August 2009, the Amendment 2 of 16 February 2010, the Amendment 3 of 28 September 2010, the Amendment 4 of 8 July 2011 and the Amendment 5 of 31 October 2011 is made the **11 FEB. 2013**

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**Between: (1)**

**SLOVENSKÁ ELEKTRIZAČNÁ PRENOSOVÁ SÚSTAVA, a.s. (SEPS, a.s.)**  
Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic  
IČO: 35 829 141  
Tax-No.: 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 the Board of Directors  
Michal Pokorný, Vice-Chairman of the 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 (2)**

**GOPA - International Energy Consultants GmbH**  
(legal successor of Power System International (PSI) previously belonging to MVV decon GmbH, Norsk-Data-Strasse 1, 61352 Bad Homburg v.d.H., Germany with respect to the project Consultancy Services for *Measures in the transmission sector consequential final shutdown of Bohunice V1*)  
**Leopoldsweg 2, 61348 Bad Homburg, Germany"**  
Tax-No.: 003 234 61118  
VAT reg No: DE815 132 668  
Bank: Commerzbank AG Bad Homburg, IBAN: DE06 5004 0000 0345 3149 00  
SWIFT: COBADEFF 501  
**Statutory body:** Board of Directors, represented by:  
Dr. Radu Krohne, Chief Executive Officer  
Klaus Langschied, Managing Director  
**Registered:** in Bad Homburg Local Court, HRB/reg. no. 11487

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

**Whereas:**

Slovenská elektrizačná prenosová sústava, a.s. and GOPA - International Energy Consultants GmbH are willing to ensure continued sound management to the Project;

**Now this Amendment witnesseth as follows:**

**Articles**

1. Subject to Article 6 of this Amendment 6, with effect from but not prior to the Amendment 6 Effective Date this Amendment shall have effect and, save as amended hereby the Client / Consultant Services Agreement between the Parties of 16 September 2008 as amended by the Amendment 1 of 26 August 2009, the Amendment 2 of 16 February 2010, the Amendment 3 of 28 September 2010, the Amendment 4 of 8 July 2011 and the Amendment 5 of 31 October 2011 shall remain in full force and effect and the accrued rights and liabilities of the Parties shall be preserved notwithstanding this Amendment.
2. Words and expressions in this Amendment 6 shall have the same meanings as are respectively assigned to them in the Conditions of the Client / Consultant Services Agreement hereinafter referred to.
3. The Client / Consultant Services Agreement shall be amended as follows:
  - 3.1 In Article 3.2 after the words "to this Agreement, namely:" add: "Appendix C6: Remuneration and Payment for Stage 2"
  - 3.2 In Article 8.1 delete the sentence:

"The Second Interim Maximum Value shall be the amount payable for the Services in the period of Stage 2 and shall not exceed Euro 2 046 195,00."

and replace it with sentence:

"The Second Interim Maximum Value shall be the amount payable for the Services in the period of Stage 2 and shall not exceed **Euro 2 391 788,72.**"
  - 3.3 In Article 8.2 delete the sentence:

"The Overall Maximum Value shall be Euro 2 318 708,13 calculated as the sum of the First Interim Maximum Value plus the Second Interim Maximum Value."

and replace it with sentence:

"The Overall Maximum Value shall be Euro 2 664 301,85 calculated as the sum of the First Interim Maximum Value plus the Second Interim Maximum Value."
4. The Conditions of the Client / Consultant Services Agreement PART I STANDARD CONDITIONS shall be amended as follows:
  - 4.1 Replace definition (v) "Agreement" of Clause 1 with the following:

"Agreement" means the agreement entered into by the Parties together with the Conditions comprising the Conditions of the Client / Consultant Service Agreement Parts I and II together with Appendices A to E; A1 to C1; A2 to C2, C4 and C6 as more particularly set out in Sub-Article 3.2 and the Annexures set out in Sub-Article 3.3 all as amended by Amendment 1; Amendment 2; Amendment 3; Amendment 4; Amendment 5 and Amendment 6."
  - 4.2 Replace definition (xxxiv) "Term" of Clause 1 with the following:

“Term” means the period from the Date of Commencement until 31 December 2015 as such period may be altered from time to time in accordance with the terms of the Agreement.”

- 4.3 Add the following new definition to Clause 1:

(xl) “Amendment 6 Effective Date” means the date of signature of Amendment 6”;
- 4.4 In Clause 4 (ii) after the words “and/or Appendix C4 as appropriate” appearing twice in the Clause, add “and/or Appendix C6 as appropriate”;
- 4.5 In Clause 13 (i) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.6 In Clause 15 (i) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.7 In Clause 24.3 (iii) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.8 In Clause 27A (i) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.9 In Clause 27A after the words “and/or Appendix C4 as appropriate” in the last paragraph add “and/or Appendix C6 as appropriate”;
- 4.10 In Clause 28 after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.11 In Clause 30 (ii) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
- 4.12 In Clause 33 after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”.
5. The Conditions of the Client / Consultant Services Agreement PART II CONDITIONS OF PARTICULAR APPLICATION shall be amended as follows:
  - 5.1 In the reference to Clause 18 delete the sentence:

“An amount equal to the Overall Maximum Value.”

and replace it with sentence:

“An amount equal to the Second Interim Maximum Value.”
  - 5.2 In the reference to Clauses 31(i) and (ii) after the words “and/or Appendix C4 as appropriate” add “and/or Appendix C6 as appropriate”;
6. The Client shall use all reasonable endeavours and the Consultant shall provide all such co-operation as the Client may reasonably require, to obtain the written confirmation of Non-Objection that EBRD approves the terms of this Amendment 6 and save for this Clause only the Amendment 6 is conditional upon receipt by the Client of such confirmation of Non-Objection and its communication in writing to the Consultant.

7. The Parties attach to this Amendment 6 initialled copies of the Client / Consultant Services Agreement and the Conditions of the Client / Consultant Services Agreement which the Parties acknowledge have been accurately conformed to take account of the provisions of this Amendment 6. Such initialled copies are for the assistance of the Parties only but are of no contractual effect.
8. The Amendment is executed in four counterparts all of which when taken together shall constitute one and the same instrument.

**In Witness whereof** the Parties hereto have caused this Amendment 6 to be executed the day and year first before written in accordance with their respective laws in four counterpart originals.

Both for and on behalf of:  
Slovenská elektrizačná  
prenosová sústava, a.s.

**SIGNED by**

MIROSLAV STEJSKAL  
Chairman of the Board of  
Directors

**AND  
SIGNED by**

MICHAL POKORNÝ  
Vice-Chairman of the Board  
of Directors

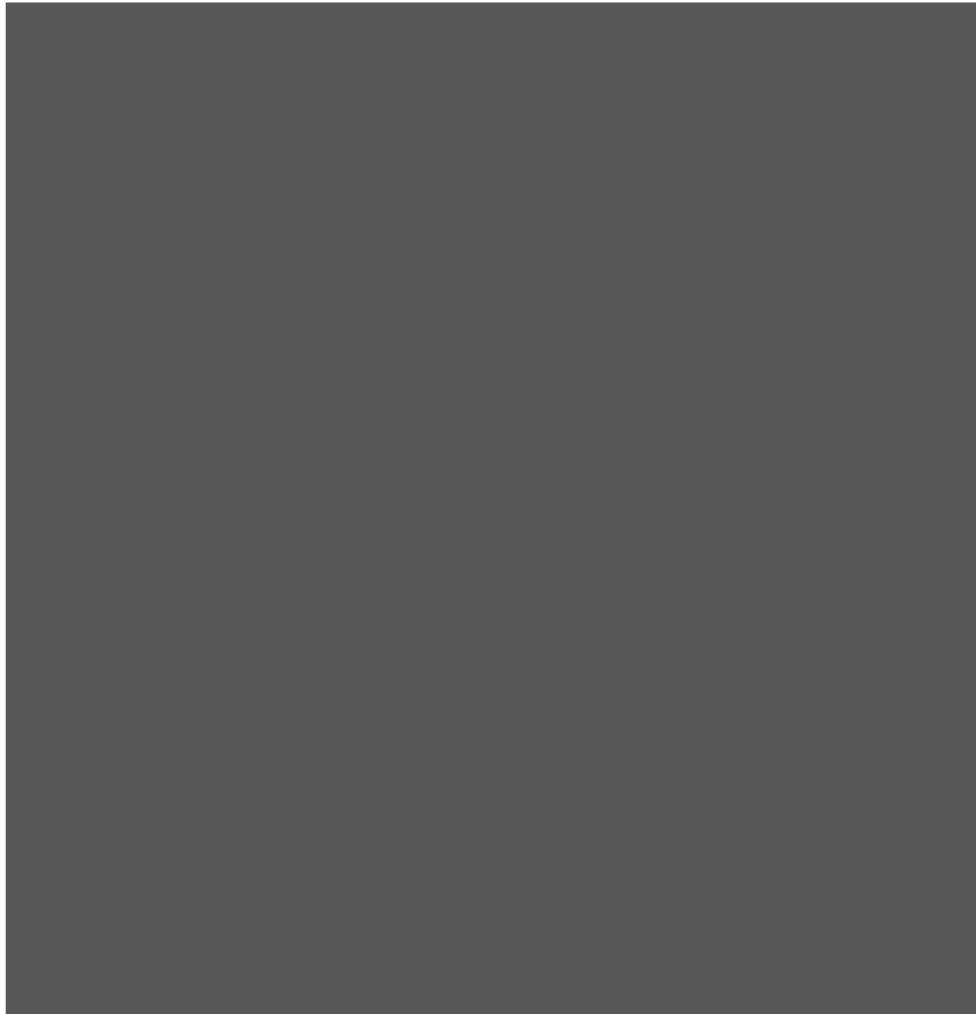
Both for and on behalf of:  
GOPA International Energy  
Consultants GmbH

**SIGNED by**

Dr. RADU KROHNE  
Chief Executive Officer

**AND  
SIGNED by**

KLAUS LANGSCHIED  
Managing Director



## APPENDIX C6

### REMUNERATION AND PAYMENT FOR STAGE 2

This Appendix shall comprise the body of the Appendix and the following Annexes attached hereto:

- Annex 1: Project Manning Schedule**
- Annex 2: Remuneration Cost Estimates**
- Annex 3: Remuneration Rates**
- Annex 4: Reimbursable Costs Estimate**
- Annex 5: Summary of Costs**

The Parties acknowledge that in accordance with Clauses 23 and 24, variations and/or the Stage 1 Review may result in amendments to this Appendix and agree to cooperate fully and in good faith in agreeing and putting into effect any such necessary and/or consequential amendments.

#### 1.0 Payments to the Consultant

- (a) The Client shall approve the Consultant's valid invoices to enable payment to the Consultant in respect of the Services subject to the First Interim Maximum Value or the Second Interim Maximum Value and/or the Overall Maximum Value as appropriate not being exceeded.
- (b) Notwithstanding the projected manning set out in Annex 1 where the man hours shown are indicative and the remuneration cost estimate set out in Annex 2 to this Appendix, remuneration (including the Consultant's fee) shall be determined on the basis of time actually spent by Consultant Personnel in the performance of the Services (including necessary travel time via the most direct route) at the remuneration rates specified in respect of such Consultant Personnel set out in Annex 3 to this Appendix, subject to the following:
  - (1) the monthly remuneration rates include all salary, overhead, social charges and fee and in particular includes costs in respect of insurance premiums whether statutory or otherwise, bonuses whether related to the performance of the relevant member of the Consultant Personnel or the particular organisation by whom they are employed or in respect of participation in the Project or otherwise, pension fund payments and any other contractual entitlements of a similar nature;
  - (2) the Consultant shall not be entitled to be paid overtime or other such payments for work by the Consultant Personnel in performing the Services in excess of a seven and half (7.5) hour working Day, and a five (5) Day thirty seven and half (37.5) hour working week and two hundred and twenty (220) Working Days per year without prior approval by the Client;
  - (3) the Client shall not be responsible for payment of home leave, R&R, holiday, vacation, and sick leave, other than as included as part of the daily or hourly rate set out in sub-paragraph (1) above;

- (4) remuneration for Consultant Personnel shall be calculated on a hourly basis for time spent in performing the Services using the hourly rates set out in Annex 3 to this Appendix subject to sub-paragraph (2) above. The field office hourly rate shall apply for time spent working in the field and the home office hourly rate shall apply for time spent working in home office; and
  - (5) unless otherwise agreed with the Client, Consultant field Personnel home leave trips shall not exceed more than two 2 week trips in any one year and no one trip shall exceed 2 weeks in length.
- (c) Reimbursable expenses incurred by the Consultant in the performance of the Agreement as set out in Annex 4 of this Appendix shall consist of the following expenses and be charged to the Client as follows:
- (1) per diem allowances payable to Consultant Personnel shall be calculated in accordance with the unit rates set out in Annex 4 to this Appendix. Such unit rates correspond to a Day and shall include all costs of accommodation and subsistence. For the avoidance of doubt, per diem allowances shall not be payable for time spent by Consultant Personnel:
    - (i) in home country save where Consultant Personnel are in home country on business trip related to the Project; and/or
    - (ii) on holiday save where the Consultant Personnel are present in Slovakia and Slovak public holidays and/or Client specific holidays do not coincide with the Consultant Personnel holidays; and/or
    - (iii) in more than one country for the same day;
  - (2) costs of and associated with international business travel for Consultant Personnel shall not exceed the unit rates set out in Annex of this Appendix without the prior approval of the Client and shall include:
    - (i) international transportation of the Consultant Personnel which shall be by the most appropriate means of transport by the most direct practicable route. In the case of air travel, such travel shall be by full fare economy class and shall be supported by either the receipted air ticket or the invoice for such ticket;
    - (ii) in the case of air travel, the costs of such travel shall be included in International Travel, in accordance with Annex 4 of this Appendix;
    - (iii) miscellaneous travel expenses such as the cost of visas or transportation to and from airports, shall be at cost per visa or per person per round trip and shall be supported by the receipt for such expenditure;
  - (3) the cost of communications required by the Consultant for the purposes of the Services which shall include the cost of line rental and the cost of both local and international telephone calls for all Consultant Personnel shall not exceed the total cost set out in Annex 4 of this Appendix and such

cost shall be charged by referenced to the relevant itemised invoices for such communications;

- (4) the cost of office supplies including for example printing and/or reproducing documents, reports, postage, and/or shipping and/or courioring of documents, reports etc. shall be charged by way of equal monthly amounts of the total sum set out in Annex 4;
- (5) the cost of items and technical services not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior approval of the Client;
- (6) the mobilisation and demobilisation allowance for Consultant field Personnel in the circumstances of Clause 15(i) as set out in Annex 4 to this Appendix which shall be charged as single lump sums as appropriate;
- (7) the cost of local transportation shall be charged by reference to the daily rate set out in Annex 4 and not to exceed the total sum also set out therein;
- (8) cost of a vehicle, to be procured in accordance with the EBRD Procurement Policies and Rules, where such cost shall not exceed the total cost set out in Annex 4 and such cost shall be charged by reference to a receipted invoice;
- (9) the costs of subcontracts not covered by any other part of this section 1.0 but excluding payments made under any subcontract or sub-consultancy by the Consultant for the services of any of the Personnel; and
- (10) participation of the Personnel in project related events other than training at the direction of EBRD.

## **2.0 Mode of Billing and Payment**

### **2.1 Billings and Payments**

Billing and payment for the Services shall be as follows:

- (a) as soon as practicable and no later than the thirteenth Day of the relevant Month during the Term, the Consultant shall submit to the Client, in original form and with two copies, an itemized invoice, of the amounts payable to the Consultant for the preceding two Months accompanied by:
  - (1) original receipted invoices, vouchers and other appropriate supporting materials for reimbursable costs as detailed above;
  - (2) completed timesheets which shall have been authorised by the Client as correct and which in any event shall identify the time spent working on the Project by each of the Consultant Personnel;

and for the avoidance of doubt the first invoice for the performance of the Services shall be rendered not later than the thirteenth Day of the second full Month of the Term;



- (b) the Consultant shall deliver to the Client a valid invoice and such invoice shall:
  - (1) distinguish that portion of the total eligible costs which pertains to remuneration and that portion which pertains to reimbursable expenses;
  - (2) include amongst other things a column marked 'Gross' and a column marked 'Net'. The amount to be shown in the column marked "Gross" is the amount of payment associated with the cost of the Services provided in the preceding two Months. The amount to be shown in the column "Net" is if appropriate the amount to be invoiced after (1) the addition of any Additional and/or Exceptional Costs and (2) the addition of amounts payable pursuant to Clause 27A;
- (c) the Client shall do all things necessary to cause the payment in the currency of the Agreement within sixty Days of receipt of the valid monthly invoice in correct form and its attendant supporting documents from the Consultant. Subject to Clauses 18.1 and 34 only such portion of a monthly invoice that is not properly supported may be withheld from payment provided however, that if any discrepancy should be found to exist at any time between a payment actually made to the Consultant and costs authorised to be incurred by the Consultant, the Client may adjust by adding or subtracting the difference from any subsequent invoice provided that the Client gives to the Consultant 7 Days prior written notice of making any such adjustment;
- (d) the last disbursement shall be made only after a final invoice, identified as such, shall have been submitted by the Consultant and approved by the Client;
- (e) prior to the payment the Consultant shall specify in writing to the Client the account(s) to which payments are to be made in accordance with this Agreement;
- (f) at the kick-off meeting (referred to in Appendix E (1)), the Client shall notify the Consultant of the relevant administrative arrangements relating to the preparation and submission of valid invoices including the provision of any necessary forms to be completed by the Consultant and such arrangements shall be followed by the Consultant and the same may be amended from time to time by the Client and notified to the Consultant.

### **3.0 Effect of the Interim and Overall Maximum Values**

- 3.1 The Agreement, in Article 8, specifies the Interim and Overall Maximum Values of the Services to be performed. The effect of the Interim and Overall Maximum Values shall be as follows:
  - 3.1.1 The Interim and Overall Maximum Values shall operate as target costs for the performance of the Services subject to adjustment in accordance with the terms of the Agreement;
  - 3.1.2 The First Interim Maximum Value shall operate as a target cost for the performance of the Services to be performed during Stage 1.

- 3.1.3 The Second Interim Maximum Value shall operate as a target cost for the performance of the Services during Stage 2.
- 3.1.4 The Overall Maximum Value shall operate as a target cost for the performance of the Services for the Term.
- 3.1.5 The Client shall have no obligation to cause payment to the Consultant for the Services above the First or Second Interim Maximum Values or the Overall Maximum Value as appropriate.

3.2 Notwithstanding Clause 30 (ii) and paragraph 3.1.5 above, the Consultant shall provide the Client and EBRD with written notice as soon as reasonably practicable after the identification of cost trends indicating that Consultant's incurred costs, together with its estimate of costs to perform the Services for the remainder of the Term and its estimated demobilization expenses, exceed the First or Second Maximum Values or the Overall Maximum Value as appropriate, stating the date by which the Consultant believes the relevant Maximum Value will be exhausted and providing all necessary supporting documentation to justify the Consultant's belief.

#### **4.0 Taxation**

4.1 All imported and local equipment, materials, works and services financed by the Grant Agreement shall be free from any and all taxes, customs duties or other fees or mandatory payments levied by, or in the territory of Slovak Republic.

This clause shall not be interpreted so that any person who shall be remunerated for the provision of such equipment, materials, works and any services shall be exempt from income or corporation tax.

4.2 All Personnel financed with resources from the Grant Agreement and assigned to assist in the implementation of the Project shall be free from any and all taxes or any other fees or mandatory payments levied by, or in the territory of Slovak Republic.