

Amendment No. 1. to OM Contract December 9, 2014
_____, 2020
CONFIDENTIAL, contains commercial and business secret

AMENDMENT No. 1.

to OM CONTRACT

**Operation and maintenance support for Paks Nuclear Power Plant units
5 and 6, Hungary**

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This Amendment No. 1. (the "**Amendment No. 1.**") is made on _____, 2020 in Budapest, Hungary between

(1) Paks II. Nuclear Power Plant Private Company Limited by Shares (former MVM Paks II. Nuclear Power Plant Development Private Company Limited by Shares), a company under the laws of Hungary, with company registration number 17 10 001282, having its registered office at Gagarin street 1, Paks, Hungary 7030 (the "**Owner**") duly represented herein by István Lenkei (chief executive officer), on the one hand, and

(2) Joint-Stock Company Rusatom Service (Rusatom Service) a company under the laws of the Russian Federation, with company registration number 1117746845523, having its registered office at Nakhimovsky Prospekt, 58, Moscow, Russian Federation, 117335 (the "**Contractor**"), duly represented herein by Evgeny Salkov (general director) on the other hand,

and each of the parties to be hereinafter referred to as the "**Party**", and the Owner and the Contractor together the "**Parties**",

to hereby amend certain provisions of the Operation and maintenance support for Paks Nuclear Power Plant units 5 and 6, Hungary (OM) Contract dated 9 December 2014 (the "**Contract**"), as follows:

RECITALS

- A. On December 09, 2014, the Owner and the Joint-Stock Company ASE Engineering Company, hereinafter referred to as JSC ASE EC (former name: Joint-Stock Company Nizhny Novgorod Engineering Company Atomenergoproekt, NIAEP JSC), a company operating under the laws of the Russian Federation, with Primary State Registration Number 1075260029240, having its registered office at Svobody sqr. 3, Nizhny Novgorod, 603006, the Russian Federation duly represented by Mr. Alexander Markovich Lokshin, entered into the Contract.
- B. The Parties are aware of that no Services have been performed under the Contract until this Amendment No. 1. comes into effect.
- C. JSC ASE EC as the assignor, the Contractor as the assignee and the Owner have signed the tripartite agreement on assignment of rights and obligations under the Contract for Operation and Maintenance of Paks Nuclear Power Plant units 5 and 6, Hungary which shall enter into effect by signing this Amendment No. 1.
- D. In order to facilitate the performance of the Contract in an effective and timely manner the Parties intended to modify certain provisions of the Contract.

1. DEFINITIONS, INTERPRETATION

- 1. Unless otherwise stated in this Amendment No. 1., all capitalized terms not defined herein shall have the same meaning as set forth in the Contract.

2. AGREEMENT

1. The Definition of "Agreement on Assignment" shall be inserted in the Definitions in Article 1 as follows

Agreement on Assignment means the agreement on assignment of rights and obligations under the Contract for Operation and Maintenance of Paks Nuclear Power Plant units 5 and 6, Hungary under which the Contractor has entered into the Contract.

2. Clause 12.4 of the Contract shall be replaced as follows

"12.4. Any notice or other official communications required hereunder shall be sent to the following addresses

If to the Owner:

Company's name: Paks II. Nuclear Power Plant Private Company Limited by Shares

Address: Gagarin street 1. floor, Paks, Hungary, 7030

Fax: +36 (75) 501-647

For the attention of: Mr. István Lenkei, Chief Executive Officer

If to the Contractor:

Company's name: Joint Stock Company Rusatom Service

Address: Nakhimovsky Prospekt, 58, Moscow, Russian Federation, 117335

For the attention of: Mr. Evgeny Salkov, General Director

All official communications must be taken as given, served or made in relation to a Party:

- (a) in the case of delivery by hand, on delivery;
- (b) in the case of pre-paid mail, on the second day after the date of posting;

A Party may from time to time change any details specified in this Article by not less than five (5) working day notice to the other Party."

3. Appendix A Scope of Reports to the Contract shall be replaced by Appendix A hereto which is added to the Contract as set out in Appendix No. 1. to this Amendment No. 1.


3. MISCELLANEOUS

1. This Amendment No. 1. shall enter into force on the date of the receipt of the notice referred to in para. 6.3. of the Agreement on Assignment by the Owner.

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2. The amendments to the Contract set out in Clauses 1 through 3 herein shall form part of the Contract.
3. The Parties agree that any reference to an Article or Clause or Appendix in any of the Appendices, that is renumbered or replaced by this Amendment No. 1. by some other Article or Clause or Appendix, is automatically replaced in such Appendix in accordance with this Amendment No. 1. by the force of this Amendment No. 1.
4. Provisions of the Contract not affected by this Amendment No. 1. shall remain valid and in effect unchanged.
5. Integral parts of this Amendment No. 1. shall be the appendices below:
 - a. Appendix No. 1 – [REDACTED]
6. This Amendment No. 1. is signed in 3 (three) original copies, 2 (two) for the Owner and 1 (one) for the Contractor.

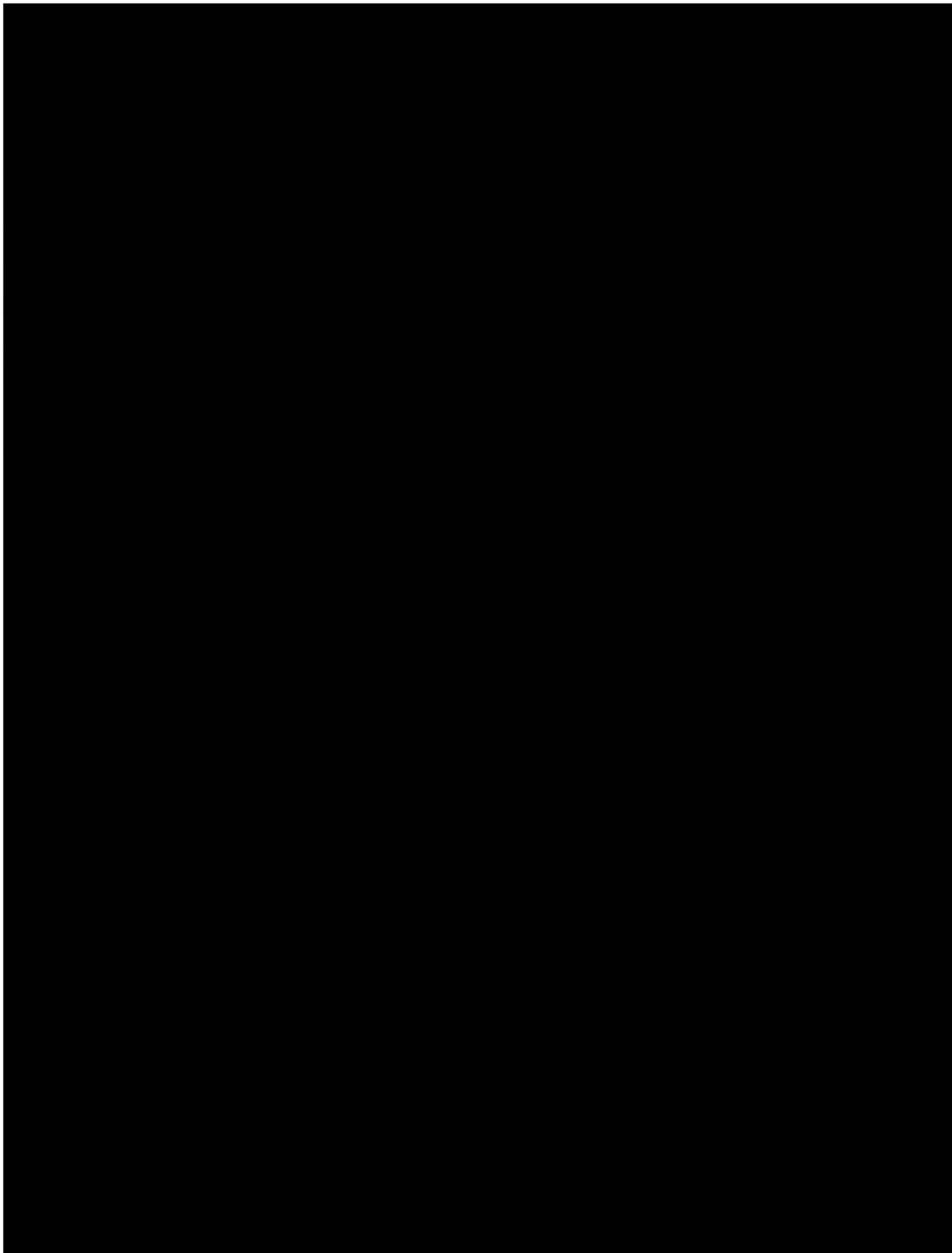
Budapest, 03-04, 2020

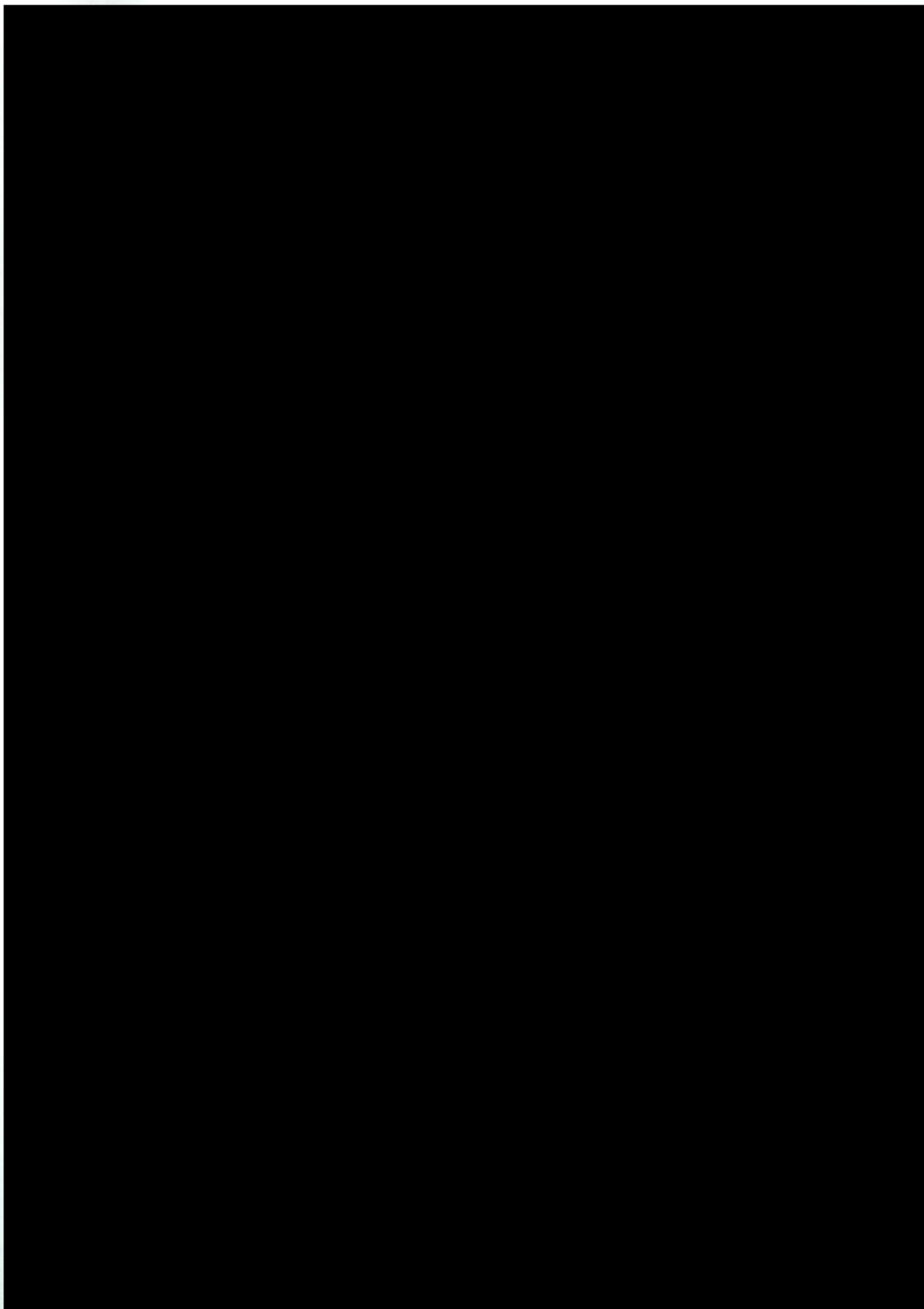
SIGNED BY: 
Paks II. Atomerőmű
Zártkörűen Működő Részvénytársaság
1.
for and on behalf of the Owner

SIGNED BY: 
for and on behalf of the Contractor

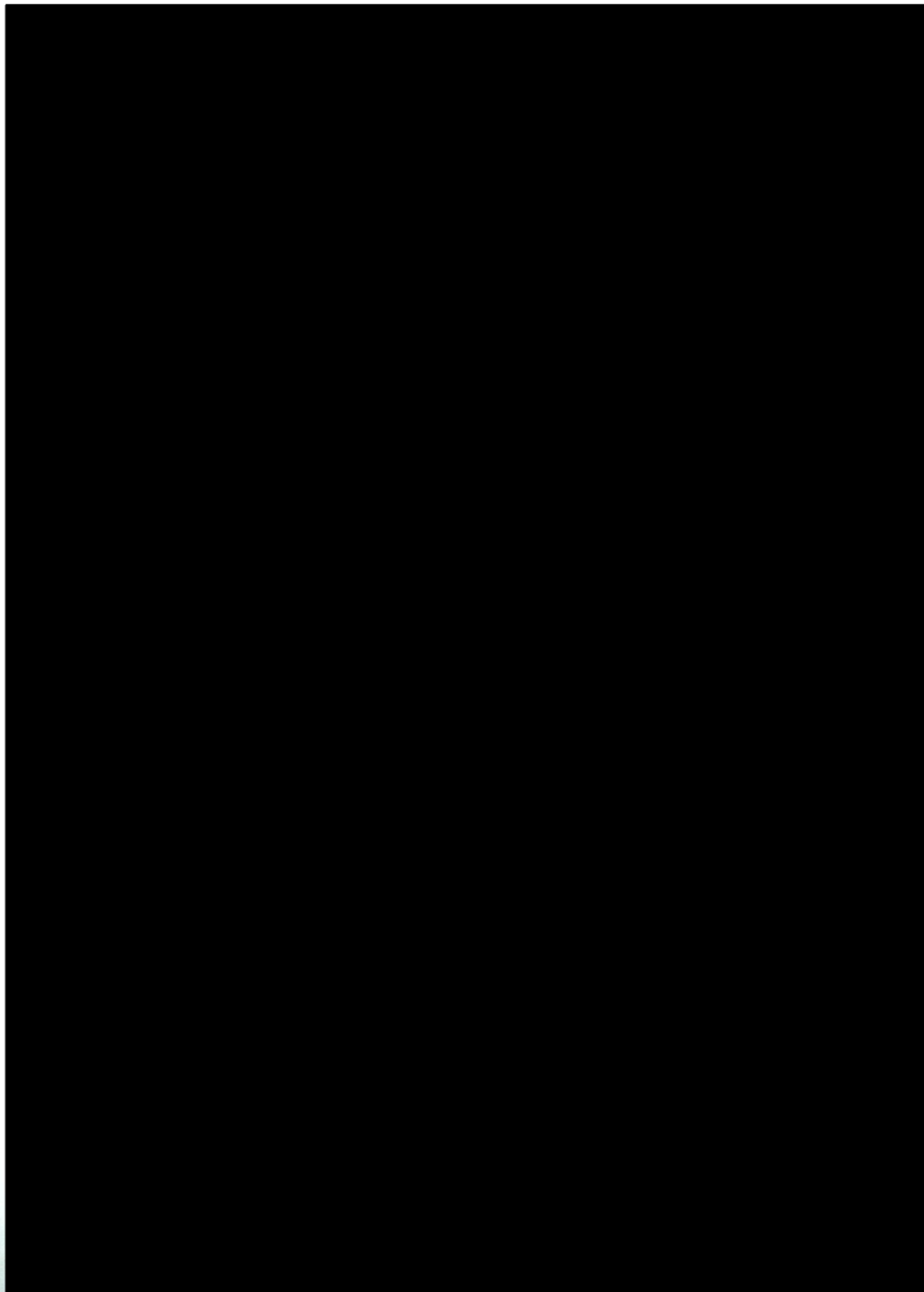


APPENDIX No. 1

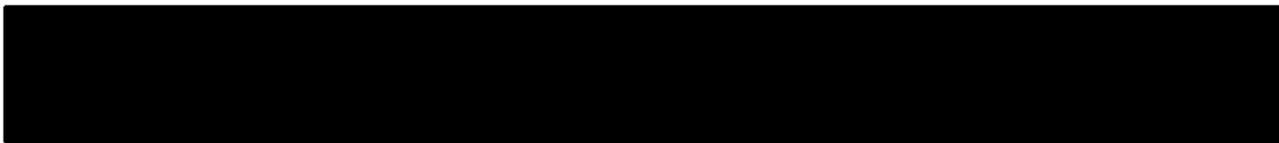




Л. Л.



L.f.



1.7

Bound, numbered and sealed __ sheets

The Owner



Faks II. Atomerőmű

Zártkörűen Működő Részvénytársaság

1.

The Contractor



