

Amendment No. 2

TO ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT

relating to the

**Construction of Paks II Nuclear Power Plant Units 5 and 6, Hungary
dated December 9, 2014**

between

Paks II. Nuclear Power Plant Company Ltd.

**(formerly MVM Paks II.
Nuclear Power Plant Development Private Limited Company)**

and

Joint Stock Company ASE Engineering Company

(formerly Joint Stock Company Nizhny Novgorod Engineering Company "Atomenergoproekt")

This Amendment No. 2 (the "**Amendment No. 2**") is entered into on July 31, 2019 in Paks, Hungary.

THE UNDERSIGNED

- (1) **Paks II. Nuclear Power Plant Ltd.** (formerly: MVM Paks II. Nuclear Power Plant Development Private Company Limited by Shares), a company duly incorporated 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 Mr. István Lenkei (Chief Executive Officer), on the one hand; and
- (2) **Joint-Stock Company ASE Engineering Company** (JSC ASE EC) (formerly: Joint-Stock Company Nizhny Novgorod Engineering Company Atomenergoproekt (NIAEP JSC), a company duly incorporated under the laws of the Russian Federation, with company registration number 1075260029240, having its registered office at Ploshad Svobody 3, Nizhny Novgorod, Russia, 603006, the Russian Federation (the "**Contractor**"), duly represented herein by Mr. Khazin Alexander Borisovich, acting under power of attorney numbered 77/805-~~4~~/77-2019-5-200 dated 01.02.2019, duly issued by the President of JSC ASE EC, on the other hand (together, save as otherwise indicated, the "**Parties**", and each individually, a "**Party**"),

hereby modify certain provisions of the EPC Contract (as defined below), as follows:

RECITALS

- A. On December 9, 2014, the Owner and the Contractor entered into the engineering, procurement and construction contract for the construction of Paks II Nuclear Power Plant Units 5 and 6 (the "**EPC Contract**").
- B. On June 29, 2015, the Parties made adjustments and added interpretations to the EPC Contract.
- C. On December 22, 2017, the Parties amended the EPC Contract to adjust the Completion Dates, subject to the respective amendment of the Financial Intergovernmental Agreement (which amendment constituted the first amendment to the EPC Contract) (the "**Amendment**").
- D. On February 26, 2018, the Parties amended the EPC Contract to facilitate an earlier start of certain preliminary construction works in order to timely complete the construction works of Unit 5 and Unit 6 and made adjustments to the Table of Selected Technical Milestones of Table 2 of the Supplement to Appendix 3.2 Payment Schedule to the EPC Contract for the purpose of updating certain milestones during the Project's implementation (which amendment constituted the second amendment to the EPC Contract) ("**Amendment No. 1**").
- E. In order to extend the Completion Dates under Article 33.4 of the EPC Contract, and as a result of the related negotiations between the Parties, the Parties have agreed to amend certain terms of the EPC Contract in the manner set forth in this Amendment No.2 (with this Amendment No. 2 constituting the third amendment to the EPC Contract).

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Amendment No.2, the capitalized terms used herein shall have the same meaning as set forth in the EPC Contract, unless defined herein or the context otherwise requires.
- 1.2 Any article references used herein shall be interpreted as referring to the relevant article in the EPC Contract, unless otherwise stated.
- 1.3 Article 2 (*Interpretation*), Article 3 (*Notices and Language*), Article 27 (*Governing Law*), and Article 28 (*Settlement of Claims, Disputes and Arbitration*) of the EPC Contract shall apply and be incorporated by reference into this Amendment No. 2, as if fully set out in this Amendment No. 2, save that references in those articles to "this Contract" (or an equivalent or corresponding term) shall be construed as references to this Amendment No.2, and otherwise *mutatis mutandis*.

2. AMENDMENT

- 2.1 The Parties agree that:
- (a) the defined terms (i) "Completion Date for Phase 1" (ii) "Completion Date for Unit 5" and (iii) "Completion Date for Unit 6", each in Article 1 (*Definitions, Interpretation and Appendices*) of the EPC Contract shall each be deleted and replaced with the following, respective, defined terms:
- (i) "**Completion Date for Phase 1: means September 27, 2021.**"
- (ii) "**Completion Date for Unit 5: means November 29, 2029.**"
- (iii) "**Completion Date for Unit 6: means November 29, 2030.**"
- (b) the third and fourth section of Article 6.2 of the EPC Contract shall be deleted and replaced with the following newly introduced sentences:

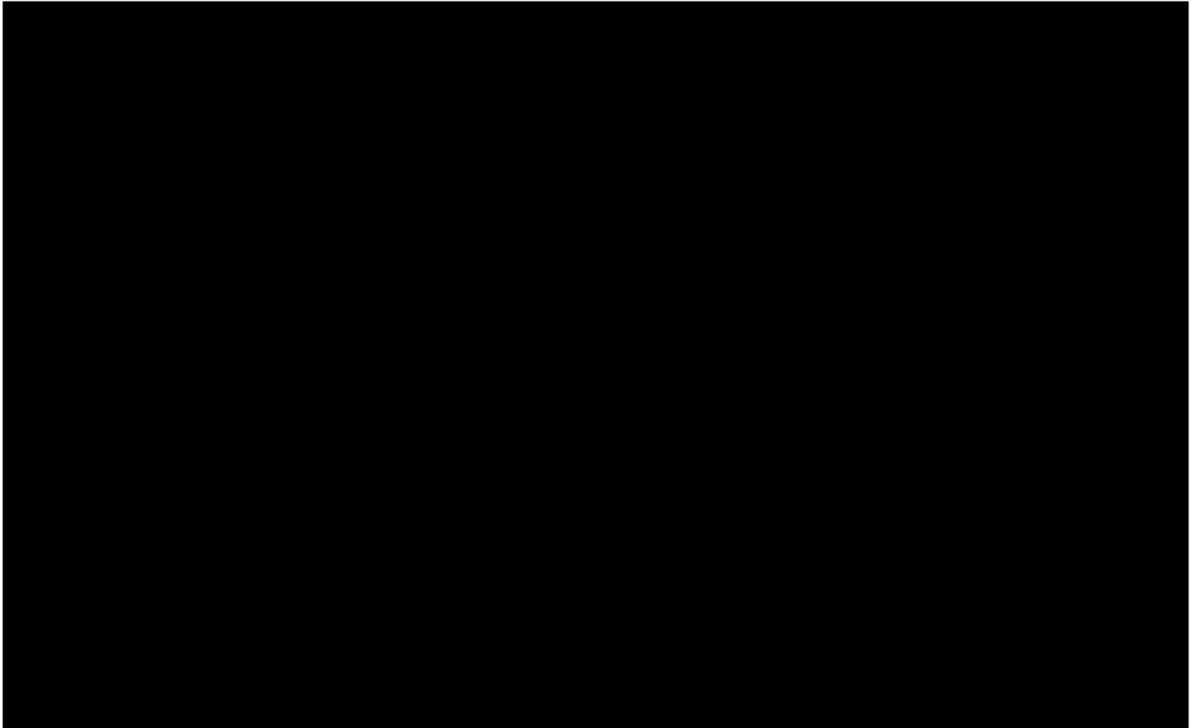
"The Owner shall hand over the Sub-Site 2 to the Contractor free of charge in accordance with this Contract on February 1, 2020, until the date of the Provisional Takeover Certificate of Unit 6 in compliance with the Sub-Site 2 Regulations."

"The Owner shall hand over the Sub-Site 3 to the Contractor free of charge in accordance with this Contract on March 1, 2020, until the date of the Provisional Takeover Certificate of Unit 6 in compliance with the Sub-Site 3 Regulations."

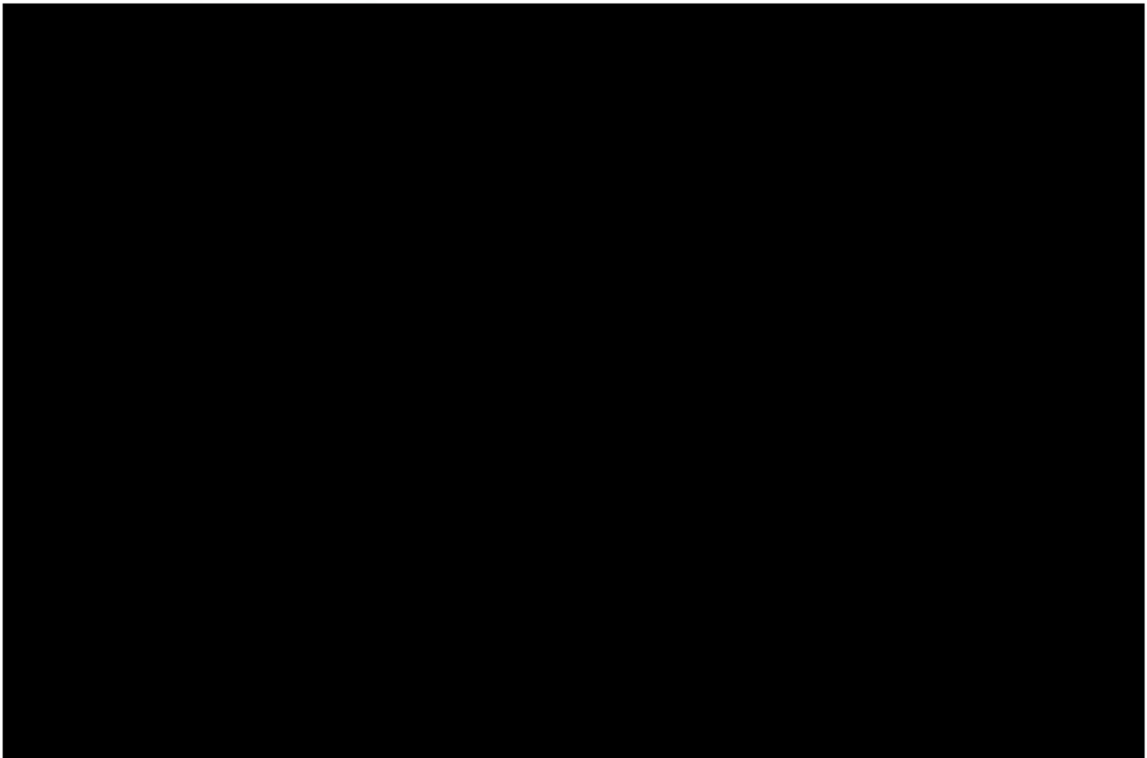
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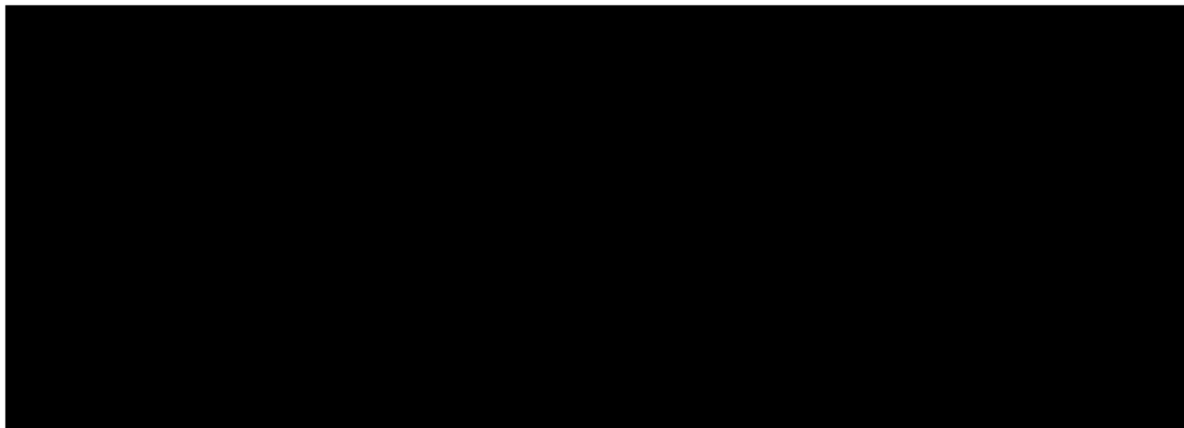
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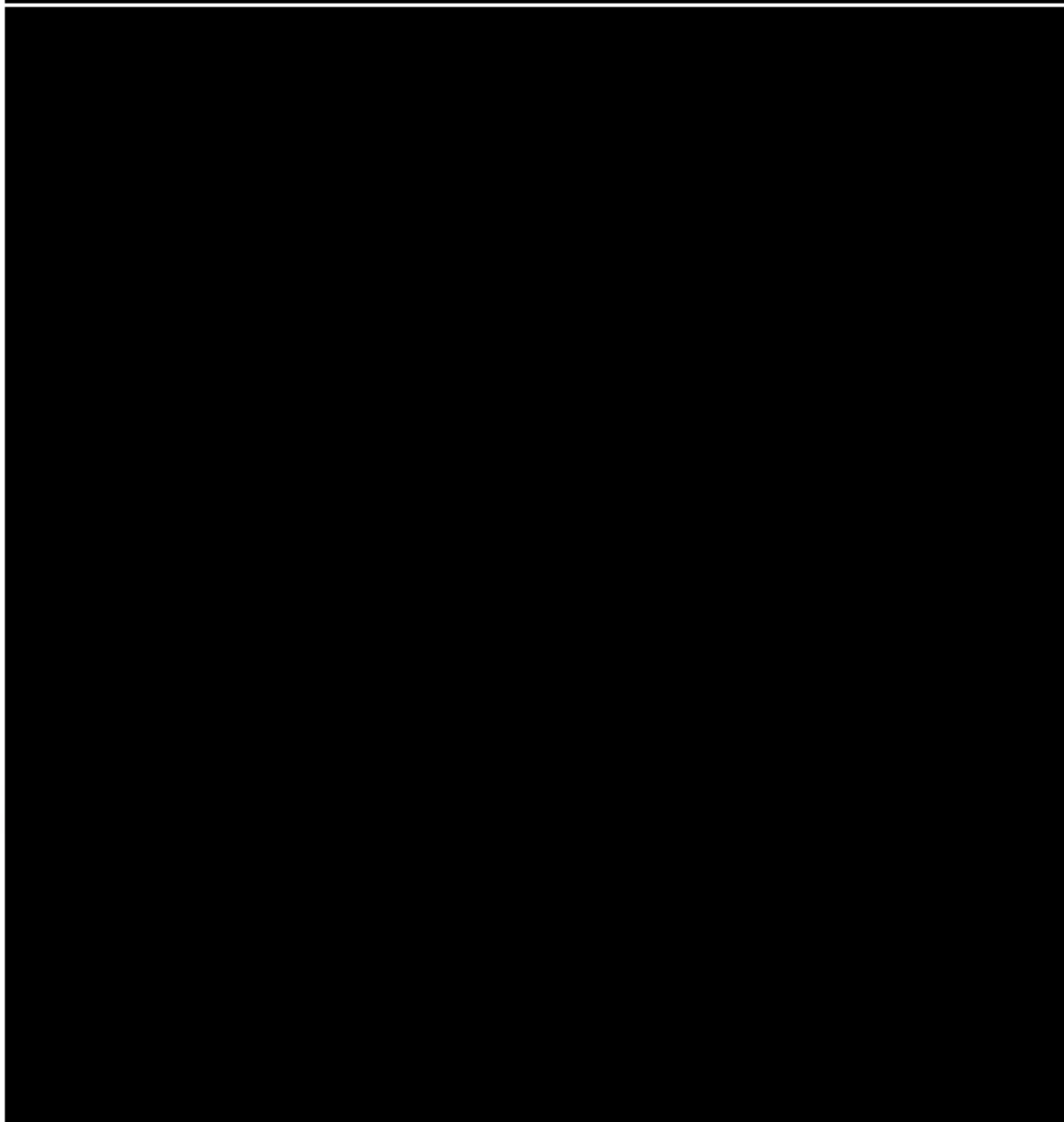
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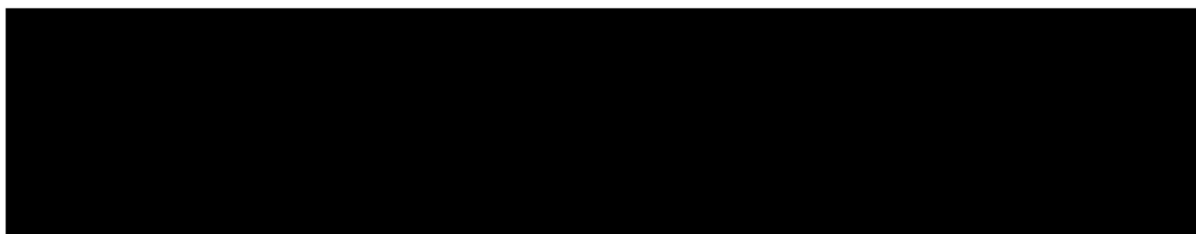
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- [REDACTED]
- (i) Table 1 [REDACTED] of the Supplement to Appendix 3.2 of the EPC Contract shall be deleted in its entirety and replaced with the newly introduced Table 1 [REDACTED] appended hereto at paragraph 2 of Schedule 1.
 - (j) the Project Schedule set forth in Appendix 2.5 of the EPC Contract, as amended by the Amendment No.1, shall be deleted in its entirety and replaced with the newly introduced Project Schedule appended hereto as Schedule 2.

3. AGREEMENT

3.1 The Parties hereby acknowledge and agree that:

- (a) Clause 10 of the Amendment, dated December 22, 2017, shall, as of the date of this Amendment No. 2, be of no further force or effect;
- (b) the Owner shall act in good faith and use its respective reasonable endeavors to obtain the consent and/or approval (formal, informal or otherwise) of each of the European Commission's (i) Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs (DG GROW); (ii) Directorate-General for Energy (DG ENER); and (iii) Directorate-General for Competition (DG COMP) (collectively, the "**Commission**") to the terms of this Amendment No. 2 (the "**EC Consents**"), assuming the EC Consents are required by Applicable Law, and the Contractor shall, in good faith, provide all necessary support and cooperation as is reasonably requested by the Owner to obtain the EC Consents; and
- (c) the extension of the Completion Date for Unit 5, the Completion Date for Unit 6, as per Clause 2.1(a)(ii) and (iii), respectively, of this Amendment No. 2, is conditional upon the following condition precedents: (i) the corresponding changes arising in connection with this Amendment No. 2, being introduced into the Financial Intergovernmental Agreement; and (ii) internal procedures in the Russian Federation and Hungary related to approval and entry into force of such amendments to the Financial Intergovernmental Agreement having been finalized.

- #### 3.2
- The Contractor hereby waives the claims listed in Schedule 3 to this Amendment No. 2 (the "**Waived Claims**"). Furthermore, the Contractor declares that it shall not, and shall procure that its affiliates shall not, raise any claims arising in relation to the basis of the Waived Claims irrespective of whether such claims or rights of action are presently known to any party or exist as a matter of law or otherwise. Subject to the Waived Claims and the foregoing terms of this Clause 3.2, the Parties reserve any rights that are available to them under the EPC Contract in respect of any other claims and/or Variations.

- 3.3 Subject to Clause 3.2 hereof, the Parties hereby agree that they will negotiate in good faith to settle any disputes in relation to any claims under the EPC Contract (as amended). Should the Parties fail to settle any such claims which may arise from time to time, by the earlier of the date on which: (i) the nuclear facility implementation license application (referred to in Point 2.8 of Appendix 1.4 (*Licensing and Permitting Plan*) of the EPC Contract) is filed with the Hungarian Atomic Energy Authority; and (ii) 30 June 2020, either Party may refer any such claim to the DAB for settlement in accordance with Article 28 of the EPC Contract. The legal effect of this Clause relates solely to the right of the Parties to initiate a DAB proceeding under the EPC Contract, and shall not affect any other rights and/or remedies available to the Parties under the EPC Contract.

4. MISCELLANEOUS

- 4.1 This Amendment No.2 is limited as specified and shall not constitute a modification or waiver of any of the other provisions of the EPC Contract, each of which shall continue in full force and effect except as otherwise provided in this Amendment No. 2.
- 4.2 This Amendment No.2 contains the whole agreement between the Parties relating to the subject matter of this Amendment No.2 at the date of this Amendment No.2 to the exclusion of any terms implied by law, which may be excluded by contractual rights and supersedes any other previous written or oral agreement between the Parties in relation to the matters dealt with in this Amendment No.2.
- 4.3 Unless otherwise specified in this Amendment No.2, this Amendment No.2 shall enter into force on the date on which it is duly signed by both Parties.
- 4.4 The following schedules form an integral part of this Amendment No.2:
- (1) Schedule 1 – “Supplement to Appendix 3.2 - Table 1 [REDACTED]”
 - (2) Schedule 2 – “Appendix 2.5 - Project Schedule”
 - (3) Schedule 3 – “Waived Claims”
- 4.5 This Amendment No. 2 is signed in 4 (four) original copies, 2 (two) for the Owner and 2 (two) for the Contractor.

SIGNED:

For and on behalf of the **Owner**

SIGNED:

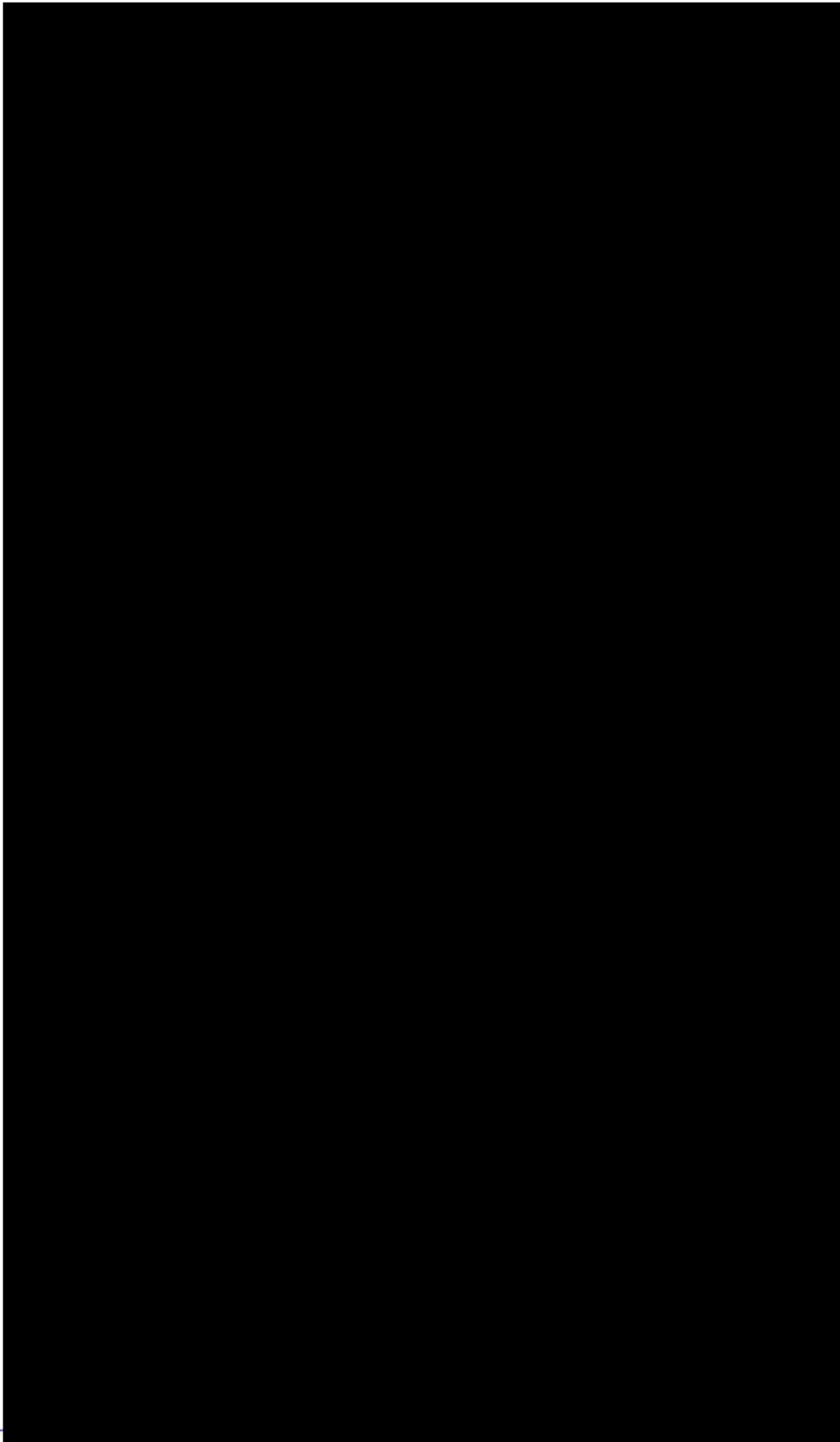
For and on behalf of the **Contractor**

Schedule 1



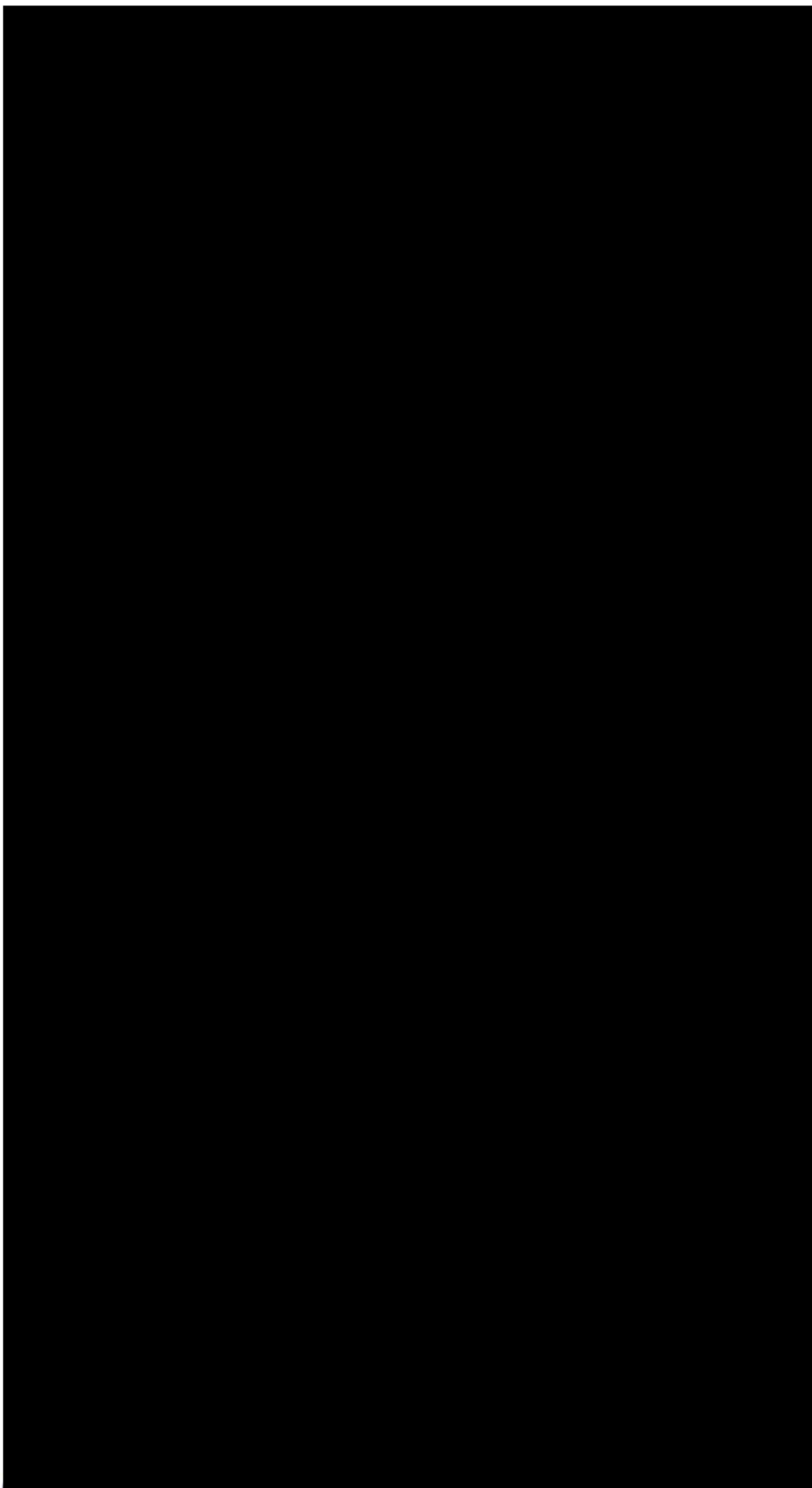
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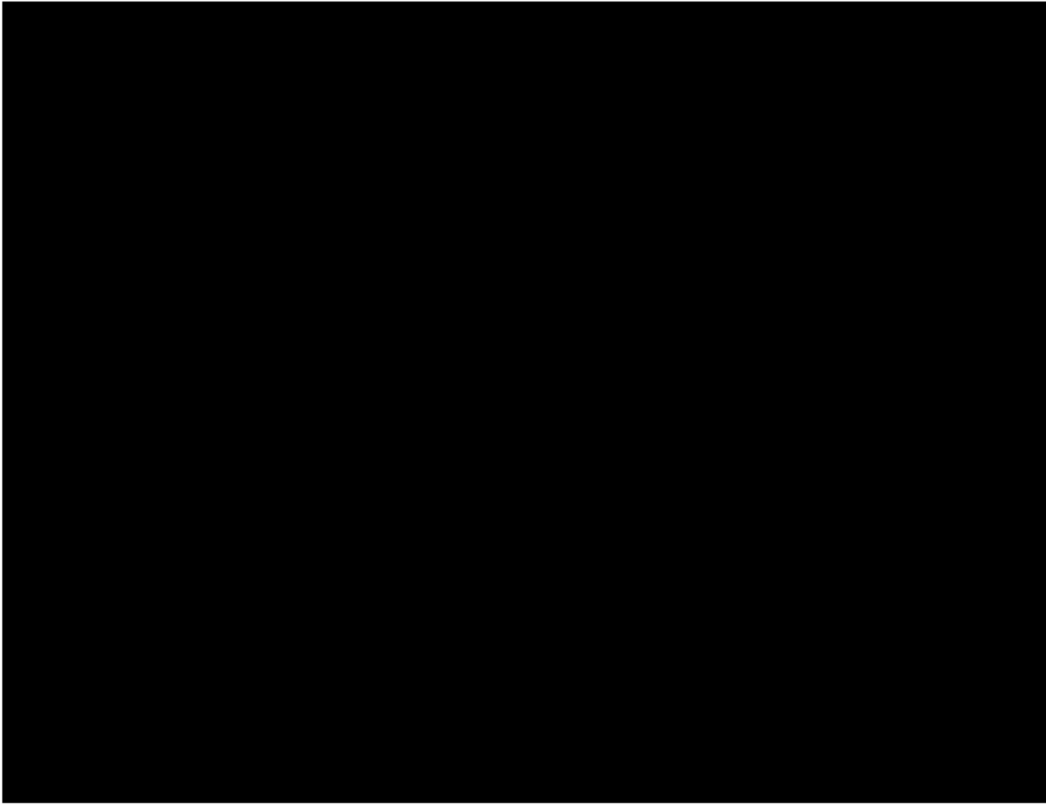
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Amendment No. 2. to EPC Contract dated December 9, 2014
July 31, 2019
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Schedule 2



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Amendment No. 2. to EPC Contract dated December 9, 2014

July 31, 2019

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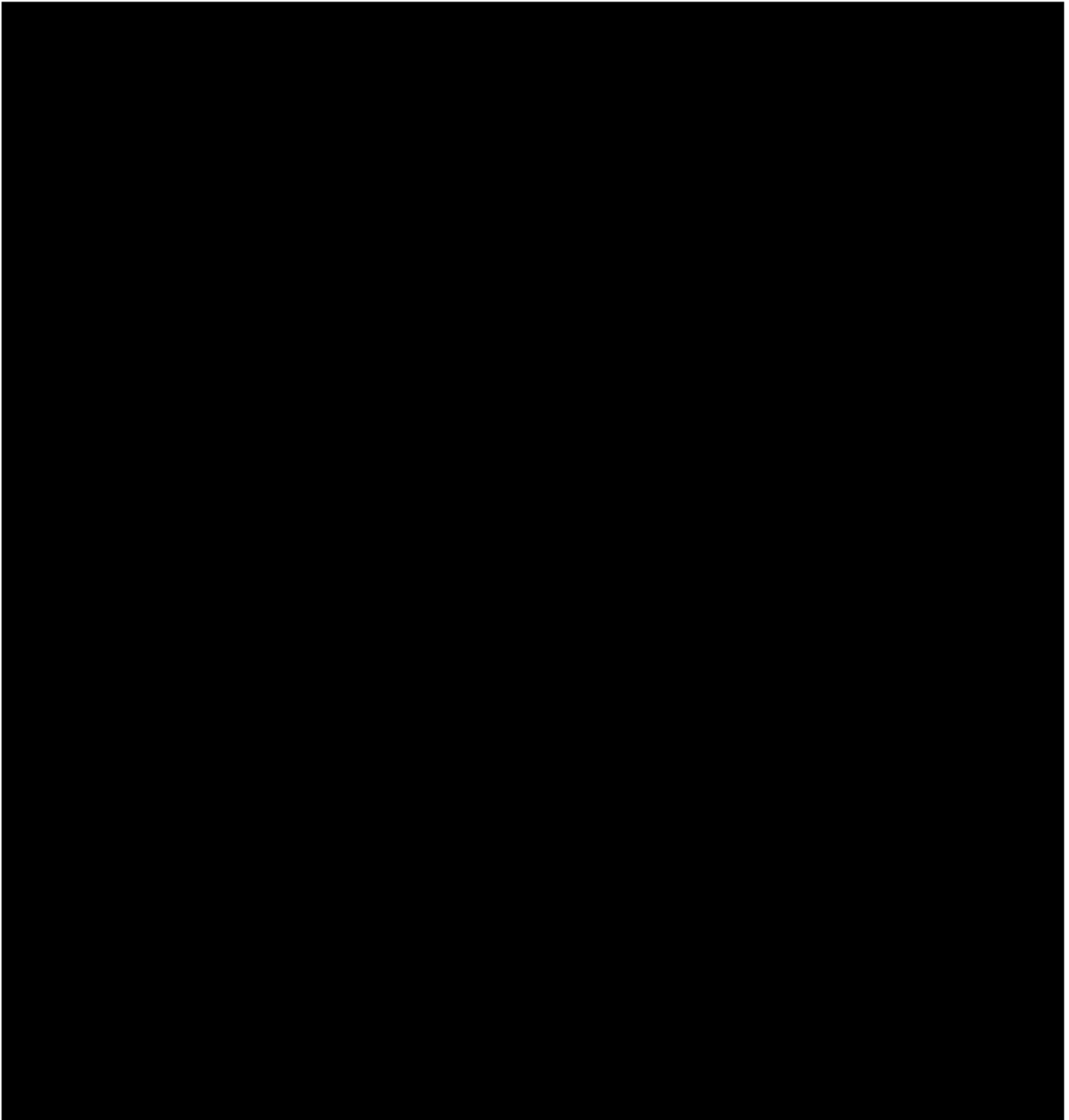
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Schedule 3



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