

Amendment to EPC Contract dated December 9, 2014
December 22, 2017
CONFIDENTIAL, contains commercial and business secret.

AMENDMENT

to

ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT

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

between

MVM Paks II. Nuclear Power Plant Development Private Company Limited by Shares

and

Joint-Stock Company ASE Engineering Company

**(former Joint-Stock Company Nizhny Novgorod Engineering Company
Atomenergoproekt)**



This Amendment (the "**Amendment**") is made on December 22, 2017 in Budapest, Hungary between

(1) 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 Mr. István Lenkei (chief executive officer), on the one hand, and

(2) Joint-Stock Company ASE Engineering Company (JSC ASE EC) (former Joint-Stock Company Nizhny Novgorod Engineering Company Atomenergoproekt (JSC NIAEP)), a company under the laws of the Russian Federation, with company registration number 1075260029240, having its registered office at Ploshad Svobody 3, Nizhny Novgorod, 603006, the Russian Federation (the "**Contractor**"), duly represented herein by Mr Tarlo Denis Georgievich by proxy from Mr Limarenko Valery Igorevich President of JSC ASE EC, 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**",

hereby modifies certain provisions of the EPC Contract dated December 9, 2014, for the construction of Units 5 and 6 of Paks NPP ("**EPC Contract**"), as follows:

RECITALS

- A. On December 09, 2014, the Owner and the Contractor entered into the Engineering, procurement and construction (EPC) contract for the construction of Paks II Nuclear Power Plant Units 5 and 6, Hungary.
- B. In accordance with the Applicable Laws applicable to the EPC Contract on November 23, 2015, after the preliminary proceeding the European Commission (DG COMP) opened an in-depth formal investigation into the Hungarian investment support for the Paks II nuclear power plant project. On November 30, 2015, the Parties entered into the Standstill Agreement (the "**Standstill Agreement**") that stipulated April 30, 2017 as the New Conditions Subsequent Date by way of the last addendum to the Standstill Agreement. The formal investigation procedure was closed by the positive decision of the DG COMP on March 6, 2017.
- C. In accordance with the Standstill Agreement the Parties intend to add the number of days of extension that occurred between December 1, 2015, and the date of issuance of the approval of the Ministry for National Economy of Hungary in accordance with Clause 38.3.2 of the EPC Contract (the "**Number of Days of Extension**") to the Completion Dates of the EPC Contract.
- D. The Ministry for National Economy of Hungary issued its approval in accordance with Clause 38.3.2 of the EPC Contract on March 28, 2017, thus the Number of Days of Extension means 483 (four hundred and eighty-three) calendar days in accordance with the Standstill Agreement.
- E. The Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs of the European Commission opened an investigation with respect to the Project in relation to EU procurement laws that was closed on November 17, 2016 and resulted in procedural issues. In order to resolve such procedural issues for the purpose of the proper

implementation of the Contract, the Contractor requested and the Parties agreed to add an additional 182 (one hundred and eighty-two) calendar days to the Completion Date for Phase 1.

- F. The Parties intend to amend the EPC Contract by signing this Amendment of the EPC Contract in order to (a) incorporate into the EPC Contract the end date of the Postponement Period and the New Conditions Subsequent Date in the meaning of the Standstill Agreement and (b) extend the Completion Dates and accordingly extend the deadlines, dates and periods of time of the EPC Contract that are directly affected by such extensions of the Completion Dates by 483 (four hundred and eighty-three) calendar days (Number of Days of Extension) in accordance with the Standstill Agreement and (c) extend the Completion Dates, and the deadlines, dates and periods of time of the EPC Contract that are directly affected by such extensions of the Completion Dates, by 182 (one hundred and eighty-two) calendar days, and in each case of points (b) and (c) above such extension being applicable only to deadlines, dates and periods of time stipulated in the EPC Contract to occur after December 1, 2015. The total of the number of days of extension as per points (b) plus (c) above is 665 (six hundred and sixty-five) calendar days.
- G. Effective as of December 6, 2016 the Contractor, NIAEP JSC changed its corporate name. The new name of the Contractor is Joint-Stock Company ASE Engineering Company (ASE EC JSC).

1. DEFINITIONS, INTERPRETATION

1. Unless otherwise stated in this Amendment all capitalized terms not defined herein shall have the same meaning as set forth in the EPC Contract and the Standstill Agreement.

2. AGREEMENT

2. The Definition "Completion Date for Phase 1" is replaced as follows: "Completion Date for Phase 1" means October 27, 2019.
3. If the requirement of Clause 19 of this Amendment is performed, the Definition "Completion Date for Unit 5" is replaced as follows: "Completion Date for Unit 5" means October 27, 2026.
4. If the requirement of Clause 19 of this Amendment is performed, the Definition "Completion Date for Unit 6" is replaced as follows: "Completion Date for Unit 6" means October 27, 2027.
5. The Definition "end date of the Postponement Period in the meaning of the Standstill Agreement" is added to the list of Definitions in Article 1 of the EPC Contract as follows:

"end date of the Postponement Period in the meaning of the Standstill Agreement" means April 28, 2017.
6. The Definition "New Conditions Subsequent Date" is added to the list of Definitions in Article 1 of the EPC Contract as follows:

"New Conditions Subsequent Date" means April 30, 2017.

7. The Definition "Standstill Agreement" is added to the list of Definitions in Article 1 of the EPC Contract as follows:

"Standstill Agreement" means the latest valid and effective version of the agreement between the Contractor and the Owner dated November 30, 2015, as amended by the Addendum to Standstill Agreement dated June 28, 2016, and the Addendum No 2 to the Standstill Agreement dated September 22, 2016, and the Addendum No 3 to the Standstill Agreement dated November 23, 2016, and the Addendum No 4 to the Standstill Agreement dated January 25, 2017, and the Addendum No 5 to the Standstill Agreement dated March 28, 2017.

8.


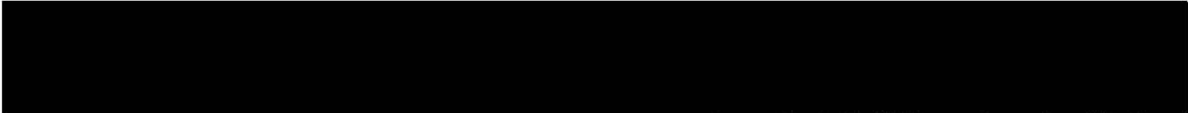
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10.

11.

12.

Not later than the Business Day following the end date of the Postponement Period in the meaning of the Standstill Agreement and as a prerequisite to continue the Phase 1 Project Implementation after the end date of the Postponement Period in the meaning of the Standstill Agreement, the Contractor shall provide a Performance Bank Guarantee for the proper performance of this Contract in the amount of 15 (fifteen) percent of the Contract Price for Phase 1, the validity of which shall expire on the 30th (thirtieth) day of the date of the Completion Date for Phase 1.

13. In Clause 19.1 of the EPC Contract the name of the Owner's Representative is replaced with "Mr. István Lenkei".
14. 
15. 
16. In Clause 38.3 of the EPC Contract the date "December 01, 2015" is replaced with the text "the New Conditions Subsequent Date".
17. The Parties hereby agree that the extension of the Completion Date for Unit 5, the Completion Date for Unit 6 – as per Clauses 3, 4 and 10 of this Amendment - and any other deadlines, dates and periods of time of the EPC Contract that are affected by the extension of the Completion Date for Unit 5 and the Completion Date for Unit 6 by the total number of days of extension as set forth in Recital F, is subject to the condition precedent of receipt by the Owner of a written declaration made, at the request of the Ministry for National Economy of Hungary, by the Ministry of Finance of the Russian Federation to the Ministry for National Economy of Hungary stipulating that the dates and periods of time for the utilization and repayment of the credit stipulated in the Financial Intergovernmental Agreement will be extended by the extensions of the Completion Dates, as set out in this Amendment.
18. The Parties agree that this Amendment amends the EPC Contract of December 09, 2014. Any provision of the EPC Contract not specifically amended by this Amendment shall remain valid and in force unchanged.
19. Each of the amendments in Clauses 3, 4 and 10 of this Amendment shall enter into force on the date when the financing is approved pursuant to Article 8 of the Financial Intergovernmental Agreement after the corresponding changes were introduced in the Financial Intergovernmental Agreement. The introduction of corresponding changes in the Financial Intergovernmental Agreement as per this Clause 19 shall be deemed to also satisfy the condition precedent of Clause 17 of this Amendment.
20. Unless set forth otherwise in this Amendment, this Amendment shall enter into force on the date on which it is duly signed by both Parties.
21. This Amendment is signed in 2 (two) original copies, 1 (one) for the Owner and 1 (one) for the Contractor.

SIGNED BY: _____

for and on behalf of the Owner

SIGNED BY: _____

for and on behalf of the Contractor