

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

CONTRACT FOR WORK
CONSERVATION AND FIRE-FIGHTING MEASURES

AMENDMENT NO. 3

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

This AMENDMENT NO. 3 TO THE CONTRACT FOR WORK (hereinafter the „AMENDMENT“) was entered into on the below specified day, month and year by and between the following parties:

the PURCHASER:

registered office at:
registered in the Commercial Register

acting through:

person authorized to represent the company in business matters:

person authorized to represent the company in technical matters:

ID No:

Tax ID No:

Exportní garanční a pojišťovací společnost, a.s.

Vodičkova 34/701, 11121 Praha 1, Czech Republic
kept by the Municipal Court in Prague, Section B, Insert 1619

Mr. Jan Procházka, Chairman of the Board of Directors and
Mr. Marek Dlouhý, Vice-Chairman of the Board of Directors

45279314

CZ45279314

and

the CONTRACTOR:

registered office at:
registered in the Commercial Register
kept by
acting through:

person authorized to represent the company in business matters:

person authorized to represent the company in technical matters:

ID No:

Tax ID No:

Bank details:

ŠKODA PRAHA a.s.

Duhová 1444/2, 140 00 Praha 4, Czech Republic
Section B, Insert 372
Municipal Court in Prague, Czech Republic

Mr. Jan Štancl, Chairman of the Board of Directors and Mr.
Tomáš Novotný, Vice-Chairman of the Board of Directors

00128201

CZ00128201

and

the adjoining parties

the Owner as an adjoining party:

registered office at:

registered in the Commercial Register
kept by

Adularya Enerji Elektrik Üretimi ve Madencilik A.S.

Mutlukent Mah. 1942. Cad. No:45 Çayyolu Çankaya /
ANKARA

Ankara Chamber of Commerce

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

acting through:

person authorized to represent the
company in business matters:

person authorized to represent the
company in technical matters:

ID No:

Tax ID No:

and

the CEB as an adjoining party:

registered office at:

registered in the Commercial Register

kept by

acting through:

person authorized to represent the
company in business matters:

ID No:

Tax ID No:

Bank details:

Česká exportní banka, a.s.

Vodičkova 34/701, Prague 1, 111 21, Czech Republic

Municipal Court of Prague, Section B, Insert 3042

Mr. Jaroslav Výborný, Chairman of the Board
and Mr. Emil Holan, Member of the Board

Mr. Jaroslav Výborný, Chairman of the Board
and Mr. Emil Holan, Member of the Board

63078333

CZ63078333

The PURCHASER and the CONTRACTOR are hereinafter referred to individually as the “**PARTY**” or collectively as the “**PARTIES**”.

WHEREAS:

- (A) On 13 June 2018, the PARTIES have entered into the Contract for work, as amendment by Amendment No. 1 and Amendment No. 2 (hereinafter the “**CONTRACT**”) designated “**CONSERVATION AND FIRE-FIGHTING MEASURES**”;
- (B) Subject to this AMENDMENT, the PARTIES wish to amend certain provisions of the **CONTRACT** and certain PARTIES’ rights and obligations under the **CONTRACT** and its Enclosures;
- (C) Subject to this AMENDMENT, the PARTIES (i) wish to proceed in compliance with provisions of the **CONTRACT** in relation to obligations and services (one-off inspections) described in this AMENDMENT and (ii) hereby express their will to be bound by provisions of the **CONTRACT** in relation to obligations and services (one-off inspections) described in this AMENDMENT.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

1. INTERPRETATION OF THE AMENDMENT

- 1.1 All capitalized terms, unless defined in this AMENDMENT otherwise, shall have the meanings ascribed to them in the CONTRACT.
- 1.2 The terms defined in this AMENDMENT in the singular shall include also the plural and vice versa.
- 1.3 The headings used in this AMENDMENT serve only for clarity of the text and do not affect the interpretation of this AMENDMENT.

2. AMENDING THE CLAUSES AND THE ENCLOSURES OF THE CONTRACT

- 2.1 The PARTIES have agreed that the existing paragraph 12.2 of the CONTRACT shall be replaced by the new following wording:

[REDACTED]

- 2.3 The PARTIES have agreed that the following new Article 4 will be added to the existing wording of Enclosure 1:

[REDACTED]

- 2.4 The PARTIES have agreed that a new Article 13.1.5 will be added to the existing wording of the CONTRACT:

[REDACTED]

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

[REDACTED]

2.6 The PARTIES have agreed that a new Article 14.19 will be added to the existing wording of the CONTRACT:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

3. INTERPRETATIVE RULES

3.1 The following interpretative rules shall be used when interpreting the CONTRACT as amended by this AMENDMENT, unless resulting otherwise from the CONTRACT or its context.

3.1.1 When the reference is made to the “*CONTRACT*” in the CONTRACT, it shall be understood as the CONTRACT as amended by this AMENDMENT as well as by Amendment No. 1 and Amendment No 2.

3.1.2 [REDACTED]

3.1.3 [REDACTED]

3.1.4 [REDACTED]

4. FINAL PROVISION

4.1 This AMENDMENT becomes valid upon its signature by the PURCHASER, CONTRACTOR, OWNER and CEB. This AMENDMENT shall become effective on the day of its publication in the Czech Register of Contracts (hereinafter the “**Register of Contracts**”) under the Czech Act No. 340/2015 Coll., Act on the Register of Contracts, as amended. The PARTIES have agreed that this AMENDMENT shall be published in the Register of Contracts by the PURCHASER in the

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

publishable version - i.e. after the anonymization of the data (metadata) which form the part of the business secret, not later than 30 days since the CONTRACT was signed by the PURCHASER, CONTRACTOR, OWNER and CEB.“

- 4.2 The provisions of the CONTRACT which are not explicitly amended by this AMENDMENT shall remain valid and effective without any modification.
- 4.3 This AMENDMENT including its Enclosure is prepared in four (4) original counterparts in English language. The CONTRACTOR, the PURCHASER, the OWNER and the CEB shall receive one (1) copy upon the execution hereof.
- 4.4 Each PARTY represents that (i) it has duly read this AMENDMENT, (ii) it has fully understood its content and (iii) the AMENDMENT represents an expression of its true and free will and as the evidence thereof each PARTY or their authorized representatives affix their signatures below.

[THE PARTIES' SIGNATURES ARE CONTAINED ON THE NEXT PAGE]

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Amendment No. 3	Reg. No:

On behalf of the PURCHASER:

On behalf of the CONTRACTOR:

In _____ this day of _____

In _____ this day of _____

Exportní garanční a pojišťovací společnost, a.s.

ŠKODA PRAHA a.s.

Name: Jan Procházka
Title: Chairman of the Board of Directors

Name: Jan Štancl
Title: Chairman of the Board of Directors

Name: Marek Dlouhý
Title: Vice-Chairman of the Board of Directors

Name: Tomáš Novotný
Title: Vice-Chairman of the Board of Directors

And

On behalf of the OWNER as an adjoining party:

On behalf of the CEB as an adjoining party:

In _____ this day of _____

In _____ this day of _____

Adularya Enerji Elektrik Üretimi ve Madencilik A.S.

Česká exportní banka, a.s.

Name: Jaroslav Výborný
Title: Chairman of the Board of Directors

Name: Emil Holan
Title: Member of the Board of Directors

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Enclosure 11	Reg. No:

ENCLOSURE 11

**LIST OF RECOMMENDED CONSERVATION AND FIRE-FIGHTING MEASURES
TO BE CARRIED OUT BY EMPLOYEES OF THE OWNER
WITHOUT SUPERVISION OF THE CONTRACTOR**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Enclosure 11	Reg. No:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Enclosure 11	Reg. No:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PURCHASER EGAP	CONTRACT FOR WORK CONSERVATION AND FIRE-FIGHTING MEASURES	CONTRACTOR ŠKODA PRAHA
Reg. No:	Enclosure 11	Reg. No: