

CONTRACT AMENDMENT N° 2
TO CONTRACT OF LEASE N° ACER/NEG/ADMIN/04/2013

The Agency for the Cooperation of Energy Regulators, having its seat in Ljubljana (address: Trg republike 3, 1000 Ljubljana), represented for the purposes of the signature of this amendment by Alberto Pototschnig, Director, hereinafter referred to as “the Agency” or the “Tenant” or the “Lessee”

And

CEEREF Naložbe d.o.o., having its registered office in Ljubljana at Dunajska cesta 9, statutory registration number 1813277000, VAT registration number: SI20365071, represented for the purposes of the signature of this amendment by [REDACTED], Director, hereinafter referred to as the “**Landlord**”,

Individually referred to as “**Party**” and collectively as “**Parties**”.

Having regard to the above-mentioned Contract concluded between the Agency and the Landlord on 26.07.2013,

Whereas the Agency has informed the Landlord of its intention to amend the above-mentioned Contract for the following reason: to rent additional office space and additional parking spaces.

HAVE AGREED AS FOLLOWS:

Article I

Article 1. is replaced by the following article:

“The Agency leases from the Landlord, and the Landlord leases to the Agency office space (including storage areas and the server room) which are located on [REDACTED] levels in the Building (i.e., [REDACTED]) with a total net area of [3,000-3,5000] m² according to the space plan constituting Annex 4 (the “Premises”) and [0-50] parking spaces ([0-50] reserved and [0-50] non reserved parking spaces) (“Parking Spaces”), that meet the requirements of the Agency throughout the term of the lease in accordance with this Contract.”

Article II

Article 2.2. is replaced by the following article:

“2.2.4 The total costs of the Fit-Out Works for additional office space with a total net area of [0-250] m² amount to EUR [25,000-50,000] (excluding VAT). The Landlord undertakes to cover the costs of the Fit-Out Works in the amount of EUR [25,000-50,000] (including VAT) whereas the Agency undertakes to cover the costs of the Fit-Out Works in the amount of EUR [25,000-50,000] (excluding VAT). The valuation of the Fit-Out Works is attached hereto as Annex 11.

“2.2.5 After the Commencement Date, the Landlord shall make a revaluation of the Fit-Out Works indicated in Annex 11. The Revaluation shall be done based on the

market prices as applicable at the time, and the Parties shall use all best efforts to ensure that the total cost of the Fit-Out Works is not higher than the amount of valuation indicated in Annex 11.

2.2.6 If, according to the Revaluation the total value of the Fit-Out Works is lower than the amount of EUR [25,000-50,000] (excluding VAT), then the difference shall be covered by the Landlord and the Agency's contribution shall reduce accordingly.

The terms of the financial settlement resulting from the Revaluation shall take place after the Commencement Date, but not later than 01.09.2015."

Article III

Article 3 is replaced by the following article:

"3.7 The Landlord hands over the offices included in the Plan of the Leased Area to the Lessee (Annex 12). The Final Hand-over Date of the additional Leased Area should at the latest take place on 1 August 2015."

Article IV

Article 4.2 is replaced by the following article:

"4.2 The Rent shall consist of the following amounts:

- EUR [0-25] () net monthly for each square meter of the Net Premises Area ("Rent");
- Monthly for each Parking Space ("Parking Fee") in the underground Garage:
 - EUR [0-250] () per parking space net monthly for [0-50] Parking Spaces (reserved);
 - EUR [0-250] () per parking space net monthly for [0-50] Parking Spaces."

Article V


Article 11.1. is replaced by the following article:

"Payments to the Landlord or his Building Manager will be executed only if the Landlord has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Payments for the rent will be made to the Landlord's bank account identified as follows:

Payments in EUR:	
Name of bank:	Nova Ljubljanska banka d.d.
Address of branch in full:	Trg republike 2, 1000 Ljubljana, Slovenia
Exact designation of account holder:	CEEREF NALOŽBE d.o.o.
Full account number including codes:	()

Payments for Service Charges and the Agency's costs of the Fit-Out Works will be made to the Building Manager's bank account identified as follows:

Payments in EUR:	
Name of bank:	BANKA CELJE d.d.
Address of branch in full:	Vodnikova 2, 3000 Celje, Slovenia
Exact designation of account holder:	CEEREF UPRAVLJANJE d.o.o.
Full account number including codes:	

Article VI

All the other provisions of the Contract shall remain unchanged.

Article VII

The present amendment shall form an integral part of the Contract and it shall enter into force on 01.08.2015 if it has already been signed by both parties. If not, it shall enter into force on the date on which it is signed by the last Party.

SIGNATURES

On behalf of the Agency:

On behalf of the Landlord:

Alberto POTOTSCHNIG
Director


Director

Signature: [Signed and stamped]

Signature: [Signed and stamped]

Date: 20.07.2015

Date: 21.07.2015

In duplicate in English.