



Европейска инвестиционна
Evropská investiční banka
Den Europæiske Investeringsbank
Europäische Investitionsbank
Euroopa Investeeringuspank
Ευρωπαϊκή Τράπεζα Επενδύσεων
European Investment Bank
Banco Europeo de Inversiones
Banque européenne d'investissement
Banca europea per gli investimenti
Eiropas Investīciju banka
Bank Evropejskai-Investment
Europejske Investeringssbank
Europejski Bank Inwestycyjny
Banco Europeu de Investimento
Banca Europeană de Investiții
Európska investičná banka
Evropska investicijska banka
Euroopan investointipankki
Europeiska investeringsbanken

BY COURIER

Vysočina Region

Žižkova 57
587 33 Jihlava
Czech Republic

For the attention of Anna Křištofová, Ing., vedoucí odboru ekonomického

Luxembourg, 20/11/2012

JUOps/CE&ENCA/DS/SK/d/2012-3137

Subject: Vysočina Regional Infrastructure - B (Serapis n° 2006-0079, FI N° 25.642)

**Finance contract between the European Investment Bank (the "Bank") and the region of Vysočina (the "Borrower") dated 25/28 June 2010
(the "Finance Contract")**

Amendment N° 1 to the Finance Contract

Dear Sirs,

Unless otherwise defined in this amendment letter, terms defined in the Finance Contract have the same meaning when used herein.

We refer to the Finance Contract and to your letter dated 15.10.2012, informing the Bank of certain delays in the implementation of the Project. By this amendment letter we propose to amend the Finance Contract as follows.

1. In **Recital (12)**, the definition of Final Availability Date shall be deleted and *in lieu* thereof a new definition of Final Availability Date shall be inserted and shall read as follows:

"Final Availability Date" means 30 November 2013."

2. **Article 1.05B, third paragraph** shall be deleted and *in lieu* thereof a new **Article 1.05B, third paragraph** shall be inserted and shall read as follows:

"R2" means the Relevant Interbank Rate less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero; provided that for the purpose of determining the Relevant Interbank Rate in relation to this Article 1.05, the relevant periods provided for in Schedule B shall be successive periods of 1 (one) month commencing on the Scheduled Disbursement Date."

3. In **Article 1.11A (Reallocation at the request of the Borrower), first paragraph, first sentence**, the date "30 November 2012" shall be deleted and replaced by the date "30 November 2013".

4. **Article 3.01B, fourth paragraph** shall be deleted and *in lieu* thereof a new **Article 3.01B, fourth paragraph** shall be inserted and shall read as follows:

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"Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.01(b). For the avoidance of doubt, if the Floating Rate for any Floating Rate Reference Period is below zero, it will be set at zero."

5. **In Schedule A, part A.1.1 (Technical Description), in the Calendar for Phase II,** the Completion date of "31 December 2012" shall be deleted and replaced by a new Completion date "31 December 2013".

All other terms and conditions of the Finance Contract shall remain unchanged.

This amendment shall take effect on the date that this amendment letter has been duly signed by each of the Bank and the Borrower.

This amendment letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, the laws of Luxembourg. The courts of Luxembourg shall have jurisdiction to settle any dispute in connection with this amendment letter. A decision of such courts shall be binding on the parties. The Borrower hereby waives any immunity it may enjoy from the execution of such decision.

Please indicate your agreement to the above by initialling the first page, and countersigning and dating each of the three originals of this amendment letter. Please return all pages to the Bank for the attention of Ms Dita Sole at your earliest convenience, together with the authority of signatories and specimen signatures of the persons signing. Once countersigned by the Bank, we will send you one original for your files.

Yours faithfully,
EUROPEAN INVESTMENT BANK

Agreed to
for and on behalf of

Vysočina

Name:

Title:

Date: