

**ADDENDUM NO.3**  
**TO**  
**CONTRACT FOR TOPOGRAPHIC SURVEY WORKS**  
**FOR**

**Detailed Design For Da Nang – Quang Ngai Expressway Development Project**

THIS ADDENDUM NO.3 is made on 10<sup>th</sup> day of the month of May, 2013 between Joint Venture of NK-NEC-Chodai-TEC (hereinafter referred to as the “Consultant”) on the one part, and Technology Development & Investment Consultant Joint Stock Company (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Principal Contract dated August 22<sup>nd</sup>, 2011 for Topographic Survey works for the Detailed Design for Da Nang - Quang Ngai Expressway Development Project (hereinafter referred to as the “Principal Contract”); the Contract dated December 02<sup>nd</sup>, 2011 (hereinafter referred to as the “Contract”); the Addendum No.1 to the Contract dated April 3<sup>rd</sup>, 2012 (hereinafter referred to as the “Addendum No.1”); and the Addendum No.2 to the Contract dated April 10<sup>th</sup>, 2012 (hereinafter referred to as the “Addendum No.2”).

**WITNESSETH:**

It is mutually agreed by and between the parties hereto as follows:

1. Pursuant to the Clause 2.14 in the Principal Contract:

- Cost of the additional works which are not included in the original scope shall be paid by the Consultant to the Sub-Consultant.
- The breakdown is shown in the Attachment-1 of this Addendum No.3.

	Unit	Qty.	Unit Price (USD)	Amount (USD)	Remarks
A. Additional Works	LS	1	2,052	2,052	See the Attachment-1 for detail.
B. Excessive Amount over the Contract Amount	LS	1	5,686	5,686	See the Attachment-1 for detail.
C. VAT (10%)	LS			774	
<b>Total (including VAT)</b>	-	-	-	<b>8,512</b>	

2. Terms of Payment

1) This is a lump sum Addendum.

2) As soon as the Works has been started, the Sub-consultant shall submit to the Consultant, the invoices of amount payable. After checking the invoices, the Consultant shall pay the Sub-Consultant in respect of the Works. The Consultant reserves the right to exclude such items that are not considered to be authenticated, from the payment.

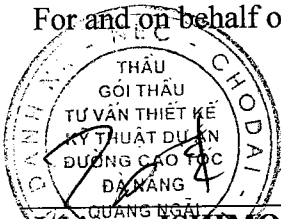
3) First payment equivalent to Eighty percent (80%) of the Addendum Price shall be made to the Sub-Consultant upon acceptance of the outcome by the Consultant.

- 4) Final payment equivalent to Twenty percent (20%) of the Addendum Price shall be made to the Sub-Consultant upon issuance of "Work Completion Certificate" by the Consultant after receiving the acceptance letter by PMU85.
- 5) No extra payments in respect of overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship shall be claimed by the Sub-Consultant beyond the Contract price.
- 6) Payment procedure is provided in Appendix-B of the Principal Contract. Remittance charge shall be paid by the Sub-Consultant.
- 7) The Sub-Consultant shall issue VAT invoice for each payment.

3. Other contents: All terms and conditions of the Principal Contract; the Contract; Addendum No.1; Addendum No.2; other than those amended above shall remain unchanged and in force.

**IN WITNESS WHEREOF** the parties hereto have caused this Addendum No.3 to be executed the day, month and year first hereinabove written.

For and on behalf of the Consultant



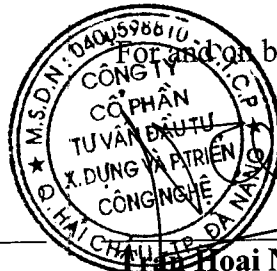
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**Ichizuru ISHIMOTO**

Project Manager

Joint Venture of NK-NEC-CHODAI-TEC

For and on behalf of the Sub-Consultant



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**Trần Hoài Nam**

General Director

Technology Development & Investment  
Consultant Joint Stock Company

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