

ADDENDUM NO. 3
TO
CONTRACT
FOR
INDEPENDENT REPLACEMENT COST SURVEY (RCS)
FOR
Detailed Design For DaNang – QuangNgai
Expressway Development Project



between

JOINT VENTURE OF NK - NEC - CHODAI - TEC

and

*JOINT-VENTURE OF INDEPENDENT VALUATION CONSULTANCY
COMPANIES OF DA NANG-QUANG NAM-QUANG NGAI.*

Date: 16 January, 2014

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ADDENDUM NO. 3
TO
INDEPENDENT REPLACEMENT COST SURVEY
FOR
Detailed Design For DaNang – QuangNgai Expressway Development Project

This Addendum No.3 is made on the 16th day of the month of January, 2014 between Joint Venture of NK - NEC - CHODAI - TEC (hereinafter referred to as "Consultant") on the one part, and Joint Venture of independent valuation consultancy companies of Da Nang - Quang Nam - Quang Ngai (hereinafter referred to as "Sub-consultant") on the other part, concerning the Contract dated January 30, 2012 for independent replacement cost survey (hereinafter referred to as "the Original Contract"), the Addendum No.1 dated 03rd April 2013 and the Addendum No.2 dated 4th May 2013

WITNESSETH:

WHEREAS, the Letter from Sub-consultant No.02/CV-LD dated 14th January 2014 regarding request on 3rd payment.

WHEREAS, it was mutually agreed in TERMS OF PAYMENT of the Addendum No.2 that "Third payment equivalent to Twenty percent (20%) of the Contract price shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant". However, in order to support the Sub-consultant to speed up the progress well, the third payment should be modified.

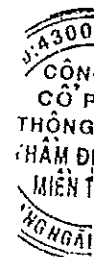
WHEREAS, it was mutually agreed in ARTICLE 2.12 TERMS OF PAYMENT of the Original Contract that " Final payment equivalent to Twenty percent (20%) of the Contract price shall be made to the Sub-consultant upon issuance of "Work Completion Certificate" the Consultant after receiving the acceptance letter by PMU85

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Terms of payment.

Terms of payment 2.12 of Original Contract and the terms of payment 1 of the Addendum No. 2 shall be deleted and replaced in its entirety with the following:

1. This is a lump sum contract
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 Forty percent (40%) of the Contract Price shall be made to the Sub-consultant after approval by the Consultant for the following items:
 - Completion of mobilization of personnel and equipment at the Site
 - Work plan



4. Second payment equivalent to Twenty percent (20%) of the Contract Price shall be made to the Sub-consultant upon acceptance of report, both English and Vietnamese, on replacement price proposal for 12 districts/cities by the Consultant:

5. Third payment equivalent to Thirty percent (30%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant

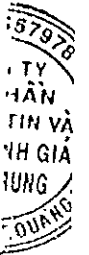
6. Final payment equivalent to Ten percent (10%) of the Contract price shall be made to the Sub-consultant upon issuance of "Work Completion Certificate" the Consultant after receiving the minutes of acceptance by PMU85.

7. 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.

8. Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-consultant.

2. Other Content: All contents of the Original Contract, Addendum No.1 and Addendum 2, not specifically modified by this ADDENDUM NO. 3 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM NO. 3 in duplicate in English, in their respective names as of the day and year first above written.



A handwritten signature in black ink, appearing to be 'T. A.' or similar.

For and on behalf of
CENTRAL REGION INFORMATION
VALUATION JSC.

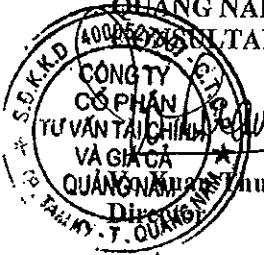


Le Minh Son

For and on behalf of
JOINT VENTURE OF NK-NEC-
CHODAI-TEC.

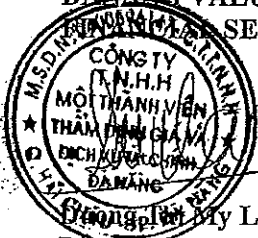
Ichizuru ISHIMOTO
Project Manager

For and on behalf of
QUANG NAM FINANCIAL AND PRICE
CONSULTANCY JSC.



For and on behalf of

DANANG VALUATION AND
SERVICE CO., LTD.



Phong Việt Mỹ Lang
Director

General Director

