**Supplementary protocol**

**To protocol dated 29.12.2015**

**on Commencement of the bnpp-2 Contract**

**No. NPP/4100/5500-2,3 dated 11.11.2014**

Nuclear Power production and Development Co. of Iran (NPPD) duly represented by Dr. M. Ahmadian as the Vice President of AEOI and Managing Director of NPPD hereinafter referred to as the Principal, from one party and NIAEP, JSC Atomstroyexport Managing Organization duly represented by Dr. V.I. Limarenko as the President, hereinafter referred to as the Contractor, from the other party, in accordance with Article 42 to the BNPP-2 Contract, hereinafter referred to as the Contract hereby came to undivided opinion and agreed on the following issues:

1. On the basis of the Report on compliance of LMCE which was manufactured for the other NPP Project to BNPP-2 Project requirements, the Principal took a decision on the utilization of the said LMCE for BNPP-2 Projection the scope of the list of Appendix 1 hereto.
2. On the basis of the Report submitted by the Principal, seismic parameters of BNPP-2 Site are:
* peak ground acceleration for maximum design earthquake level is Amax=
* for design earthquake level is Amax=
1. the date of commencement of the Contract shall be the date of receipt of advance payment by the Contractor in the amount of Euro 5 mln (five million Euro) instead of Euro 206 mln.
2. The Principal shall pay the second advance payment of 2016 to the amount of Euro 180 mln (one hundred eighty million Euro) in 2017 instead of Euro 319 mln provided that the Contractor shall submit an advance payment guaranty issued by the State Atomic Corporation" Rosatom", Comfort Letters of the Ministry of Economic Development of the Russian Federation and advance payment invoice.
3. Corrected Attachments K.I.1 and K.I.2 comprise Appendix 2 hereto.
4. The present Supplementary Protocol shall have the same priority as the General Provisions of the Contract.
5. The Parties shall introduce changes to the Contract and Appendices thereto which reflect terms of the present Protocol before the end of September 2016. However, with exception of reduction of the price of the Contract due to replacement of bank guarantees with state Atomic Cooperation "Rosatom", the Price of the Contract shall remain unchanged.
6. Essential conditions of the Present Protocol and changes to the Contract which reflect terms of the present Protocol shall become effective after completion of the necessary corporate procedures by both Parties before the end of September 2016.

In witness whereof, the Parties hereto have caused this Protocol to be executed in two identical duplicates by their duly authorized representatives as of the date first written above and each Party shall keep one copy, respectively.

On behalf of the Principal on behalf of the Contractor