

AMENDMENT NO.1
TO 15.06.2017 CONTRACT

for the "Study on Rail Baltic /Rail Baltica section
"Polish / Lithuanian state border – Kaunas – RRT Palemonas" upgrade"

Riga 13 March 2018

Contract registration number

Amendment registration n°

8.1/2017-1

8.1/2017-1-AM1

RB Rail AS Lithuanian branch (RB Rail AS Lietuvos filialas), registered in the Lithuanian Register of Legal entities with the No. 304430116, VAT code LT100010828019, having its registered office at Gedimino pr. 20, LT-01103 Vilnius, Lithuania ("**Client**"), represented by Branch manager Artūras Vilimas acting in accordance with the Regulations of the Client, on the one side, and

Ardanuy Ingenieria S.A., uniform registration number: A80480759, with legal address at: Avda. Europa, 34 Edif. B 28023 Madrid, Spain/ K.Kalinausko str. 10-8 Vilnius, Lithuania ("**Contractor**"), represented by the authorised representative Jevgenijus Picuginas on the basis of authorisation issued on 16/09/2015, on the other side, and

Ministry of Transport and Communications of the Republic of Lithuania, registration No 188620589, registered address at Gedimino pr. 17, LT-01505 Vilnius, Lithuania ("**Beneficiary**"), represented by **RB Rail AS**, a joint stock company registered in the Latvian Commercial Register with the No.40103845025, having its registered office at K. Valdemāra iela 8-7, Riga, LV-1010, Latvia, on the basis of Clause 3.2.2.(e) and 3.3.1 of the Agreement on the Contracting Scheme for the Rail Baltic / Rail Baltica, in effect as of 30 September 2016, Management Board Member Ignas Degutis and Management Board Member Kaspars Rokens on the basis of a power of attorney No 9/2017-17 dated 11 December, 2017.

The Client, the Contractor and the Beneficiary are jointly referred to as "**Parties**", and each separately – "**Party**",

WHEREAS

- (A) Implementation of the Contract for the "Study on Rail Baltic /Rail Baltica section "Polish / Lithuanian state border – Kaunas – RRT Palemonas" upgrade" dated 15.06.2017 ("**Contract**") has taken longer than initially planned for several reasons - the Client has submitted to the Contractor the technical parameters of the Design Guidelines ((as per the clause 2.1 of the Appendix 1 "Technical Specification" of this Contract) later than planned and process of the acceptance of Deliverables by the Client and the Supervisory Board of the Client (as per the clause 4.4. of the Contract) needs to be extended, as there is delay due to approval actions of the Supervisory Board on Milestone 16 of the Activity No. 7 in accordance to the Grant agreement under the Connecting Europe facility No. INEA/CEF/TRAN/M2015/1129482;
- (B) Due to the above mentioned the Contractor is entitled to an extension of the deadlines for performing the Services and submitting the Deliverables;
- (C) Based on Clause 8.2 and 8.4 of the Contract the Parties need to reflect the above-mentioned changes in the Contract to extend the reports and deliverables submission and approval schedule.

NOW, THEREFORE, the Parties hereby without any delusion or fraud enter in to these Amendments No. 1 ("**Amendments No.1**") to the Contract on the following terms and conditions:

1. The Parties agree to amend Clause 4.6 "Submission and approval of reports and deliverables" of Appendix 1 "Technical Specification" to the Contract and express the new time schedule table of Deliverables submission and approval as follows:

Deliverables/Reports	No. of copies	Submission schedule	Approval by RB Rail AS
Interim Report 2 (including Interim Report 1 amendments)	2 hard copies, 1 soft copy	Interim Report 2 - submitted on 06 December 2017; (Interim Report 1 – to be submitted within 2 weeks after approval of Interim Report 2);	Interim Report 2 approval shall be granted by the decision of the Supervisory Board of the Client, and therefore this date shall serve as the commencement date for these Amendments No.1 to the Contract
Draft Final Report	4 hard copies, 1 soft copy	AD* + 6 weeks	up to 4 weeks after receipt
Final Report	4 hard copies, 1 soft copy	Within 2 weeks after Draft Final Report approval	up to 4 weeks after receipt

- (*) AD: amendment (Amendment No.1) date – the date in which Interim Report 2 shall be approved by the Supervisory Board of the Client, and the decision is made regarding two selected alternatives for the Draft Final Report development.

2. The Parties agree to express Clause 2.8 of the Contract in the following wording:

„2.8. The Contractor shall send the invoice to the Client electronically to the e-mail: invoices@railbaltica.org. The Client shall review the invoice and if it will contain all necessary requisites, will forward the Contractor's invoice to the Beneficiary within 5 (five) business days. The Contractor shall submit the invoice also to the Beneficiary electronically via the "E. Sąskaita" (www.esaskaita.eu)“.

3. Additional detailed technical analysis of the alignments will be prepared by the Contractor for the selected two alternatives and included in the Draft Final Report scope, as the effects of these improvements are the same for all Alternatives considered in Interim Report 2.

4. All other terms of the Contract remain unchanged.

5. The Parties confirm that they do not have any claims against each other arising from extension of Deliverables submission and approval schedule and these Amendments No.1.

6. The Amendments No.1 shall enter into force when the Supervisory Board of the Client has approved Interim Report 2 and shall form an integral part of the Contract.

7. The Amendments No.1 are concluded in 4 (four) counterparts, RB Rail Lithuanian branch, Ardanuy Ingenieria S.A., the Ministry of Transport and Communications of the Republic of Lithuania and RB Rail AS each receiving one copy.

Client

Contractor

Beneficiary

RB Rail Lithuanian branch

Ardanuy Ingenieria S.A.

**On behalf of Ministry of
Transport and Communications
of the Republic of Lithuania**