

AGREEMENT Amendment no 1

**Design and Design Supervision Services for the construction of the
new line from Pärnu to Estonian – Latvian Border**

Agreement registration No	1.19/EE-EE-1
CEF ¹ Agreement No	2014-EU-TMC-0560-M
Procurement identification No	RBR 2018/28

This agreement amendment no 1 (hereinafter called the Agreement Amendment) has been entered into on [Date of the document is the date of the time stamp of the last enclosed qualified electronic signature]

Whereas:

1. On 12.02.2020 the agreement on Design and Design Supervision Services for the construction of the new line from Pärnu to Estonian – Latvian Border was concluded (hereinafter called the "Agreement").
2. On 30.06.2021 the Consultant in Agreement 1.19/EE-EE-1 "*Design and design supervision services for the construction of the new line from Pärnu to the Estonian-Latvian border*" submitted a request with letter no L/0023/2021 to amend the Agreement in relation to replace the leading consortium member (General Partner) Obermeyer PLANEN + BERATEN GmbH with its legal successors Obermeyer Infrastruktur GmbH & Co. KG and Obermeyer International GmbH.
3. The request of amendment is based on the spin-off after re-structuring of Obermeyer PLANEN + BERATEN GmbH on 02.09.2020.
4. The Client (RB Rail AS) has analyzed the re-structuring and can confirm that from the legal perspective the re-structuring carried out is in line with applicable legislation (including Latvian Public Procurement Law) and there is non-existence of exclusion grounds according to conditions set out in public procurement RBR 2018/28.
5. The Beneficiary has approved the change of leading consortium member (General Partner) Obermeyer PLANEN + BERATEN GmbH with its legal successors Obermeyer Infrastruktur GmbH & Co. KG and Obermeyer International GmbH
6. Current change in Agreement does not impose any changes to schedule, scope, or remuneration in the Agreement.

The Parties of the Agreement are:

- (1) a partnership, consisting of:

¹ Co-financed by the Connecting Europe Facility of the European Union.

- **Obermeyer Infrastruktur GmbH & Co. KG** a limited liability company duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRA 112684, tax registration number: [●], and registered address: Hansastrasse 40, 80686 Munich and **Obermeyer International GmbH**, a limited liability company duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRB 258066, tax registration number: [●], registered address: Hansastrasse 40, 80686 Munich (hereinafter jointly referred in this Amendment also as **Legal Successor**), who are the legal successors of the general partner **OBERMEYER Planen + Beraten GmbH**, a limited liability company who was until the spin-off duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRB 45902, tax registration number: [●], registered address: Hansastrasse 40, postcode 80686, München, Federal Republic of Germany, and who is now replaced by its legal successors.

and

- **PROINTEC S.A.**, a company duly incorporated and operating under the laws of the Kingdom of Spain, registration number: M-99.965, tax registration number: [●], registered address: San Fernando Business Park. Edificio Japón. Avenida de Castilla, nº2. 28830 San Fernando de Henares (Madrid), Kingdom of Spain, hereinafter referred to as “the Consultant”, represented by general partner **Obermeyer Infrastruktur GmbH & Co. KG** a limited liability company duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRA 112684, tax registration number: [●], and registered address: Hansastrasse 40, 80686 Munich and **Obermeyer International GmbH**, a limited liability company duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRB 258066, tax registration number: [●], registered address: Hansastrasse 40, 80686 Munich who is the Legal Successor of the **OBERMEYER Planen + Beraten GmbH**, a limited liability company who was until the spin-off duly incorporated and operating under the laws of Federal Republic of Germany, registration number: HRB 45902, tax registration number: [●], registered address: Hansastrasse 40, postcode 80686, München, Federal Republic of Germany and who is now replaced by its legal successors, acting in accordance with the partnership agreement [●] between all partnership’s members,

and

- (2) **RB Rail AS**, a joint-stock company duly incorporated and operating under the laws of Republic of Latvia, registration number: 40103845025, registered address: Satekles street 2B, Riga, LV-1050, hereinafter referred to as “the Client”, represented by its branch **RB Rail AS Eesti Filiaal**, duly incorporated and operating under the laws of the Republic of Estonia, registration number: 14168654, registered address: Endla 16, Tallinn, 10142, Estonia, represented by [●] in accordance with [●],

Acting in the name and on behalf of

- (3) **RAIL BALTIC ESTONIA OÜ**, registration number: 12734109, registered address: Endla 16, Tallinn, 10142, Estonia, hereinafter referred to as “the Implementing Body”, which as mentioned above is represented by the Client on the basis of [●], represented by [●] acting in accordance with [●],

have hereby agreed:

1. SUBJECT MATTER

- 1.1. The Parties are aware and affirm that **OBERMEYER Planen + Beraten GmbH**, is dully replaced by its legal successors **Obermeyer Infrastruktur GmbH & Co. KG** and **Obermeyer International GmbH** and the Legal Successor is acting as a general partner in the Agreement with all the same rights and obligations as the initial general partner.
- 1.2. The Parties agree and affirm that the Legal Successor replaces the **OBERMEYER Planen + Beraten GmbH** as its legal successor and has all the respective rights and obligation in corpore.
- 1.3. All other terms and conditions of the Agreement shall continue in force *in corpore*.
- 1.4. The Legal Successor represents and warrants to the Client and the Consultant that it has fully taken over all the rights, assets, and know-how, including personnel, related and involved in execution of the Agreement and is fully capable and financially able to smoothly and expediently continue its proper and due implementation.

The following details of the Legal Successor shall apply as of the entry into force of this Agreement, namely:

Obermeyer Infrastruktur GmbH & Co. KG

E-mail address: [●]

VAT registration number: [●]

Company registration number: HRA 112684

Bank detail: [●]

Account number: [●]

Bank code: [●]

SWIFT: [●]

Obermeyer International GmbH

E-mail address: [●]

VAT registration number: [●]

Company registration number HRB 258066

Bank detail: [●]

Account number: [●]

Bank code: [●]

SWIFT: [●]

2. MISCELLANEOUS

- 2.1. The terms used in these Agreement with capital letters have the same meaning as defined in the Agreement unless this Amendment provides otherwise.
- 2.2. The Amendment shall enter into force upon its signing on the date shown hereinbelow and shall apply retroactively as of 02.09.2020.
- 2.3. The Consultant shall submit 15 days after signing of the current Agreement amendment evidence that the securities and insurances stated in Appendix 6 [Insurance and Guarantee Requirements] and in Particular Conditions Section 8 and 9 and are in force for the new general partner in partnership and for partnership as a whole after the initial general partner has been replaced by its legal successors.
- 2.4. Any amendment to this Amendment shall be in writing and shall have no effect before signed by duly authorized representatives of all Parties, including the New Party, hereto.
- 2.5. This Amendment shall be considered as an integral and inseparable part of the Agreement.
- 2.6. This Amendment is prepared in five (5) pages and executed in one (1) unique electronic copy. This Amendment has been signed by the duly authorized representative of the Parties.

Signatures of the Parties:

On behalf of the Client:

Name Surname: [●]

Position: [●]

On behalf of the Consultant:

Name Surname: [●]

Position: [●]

Authorization basis:

[●]

Authorization basis:

[●]

In the name and on behalf of the Implementing Body:

The Client, represented by:

[●]

[●]

Authorization basis:

[●]

Authorization basis:

[●]

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SAFE ELECTRONIC SIGNATURE AND
CONTAINS A TIME STAMP*