

AMENDMENT No.1

TO THE DESIGN REVIEW SERVICES AND DESIGN EXPERTISE SERVICES CONTRACT FOR RAIL BALTICA RAILWAY PROJECT IN LITHUANIA

Vilnius, 20th October 2022

Contract registration No. 1.19/LT-2

Procurement procedure No. RBR 2019/15

This Amendment No.1 ("**Amendment**") has been entered by and between:

- (1) a partnership, consisting of the company:
 - **3TI PROGETTI ITALIA - INGEGNERIA INTEGRATA S.p.A.**, a company duly incorporated and operating under the laws of Italy, registration number: RM-1005043, registered address: Via Delle Sette Chiese 142, CAP 00145, Rome, Italy, represented by Alfredo Ingletti, in his capacity of Chairman, and
 - **YUKSEL PROJE A.S.** (previous name YUKSEL PROJE ULUSLARARASI A.S.), a company duly incorporated and operating under the laws of Turkey, registration number: 38861, registered address: Birlik Mah. 450. Cad., 06610, Ankara, Turkey,
("ESP"), represented by **general partner 3TI PROGETTI ITALIA - INGEGNERIA INTEGRATA S.p.A.**, acting in accordance with the partnership agreement concluded between both companies on 18 March 2020, and Power of Attorney issued by **YUKSEL PROJE A.S.**,

- (2) **RB Rail AS**, a joint stock company registered in the commercial registry of Latvia with registration number: 40103845025, registered address: Satekles street 2B, Riga, Latvia, LV-1050 ("**Principal**"), represented by **RB Rail AS Lithuanian Branch** (RB RAIL AS LIETUVOS FILIALAS), a branch of RB Rail AS, while a branch is duly incorporated and operating under the laws of the Republic of Lithuania, registration number: 304430116, registered address: Jono Basanavičiaus g. 24, Vilnius 03224, Lietuva, represented by the Head of Lithuanian Branch Marius Narmontas, acting on the basis of the applicable laws and the RB Rail AS Regulations on Representation Rights dated 11 April 2022,

acting in the name and on behalf of

- (3) **AB "LTG Infra"**, registration number: 305202934, registered address: Geležinkelio g. 2, 02100, Vilnius, Lithuania, ("**Beneficiary**") which as mentioned above is represented by the Principal on the basis of Clauses 3.2.2 and 3.3.1 of the Contracting Scheme Agreement,

who are collectively referred to as the "**Parties**" and separately – as "**Party**".

WHEREAS:

- (A) The Parties have signed the Design Review Services and Design Expertise Services Contract for Rail Baltica Railway Project in Lithuania ("**Contract**") dated 10 June 2020.
- (B) The Technical Specification envisages flexibility with respect to the scope of the Services that can be requested under each Assignment Order, i.e., each deliverable provided by the Principal to ESP for review could cover entire Service Module, or a part of the Service Module, or even parts of several Service Modules.
- (C) Clause 2.12 of the Contract explicitly prescribes that any discrepancy between the Contract and Technical Specification requirements shall be resolved based on the intention to carry out the Services timely and to facilitate mandatory expertise putting the Project's railway into full operation as expedient as possible.
- (D) The main purpose of these Amendments is clarification of certain provisions of the Contract in order to ensure that the Contract fully reflects the flexibility with respect to ordering of the Services as envisaged under the Technical Specification.
- (E) Under Article 61(1) of the applicable Public Procurement Law of the Republic of Latvia ("**PPL**"), the amendments to the procurement contract are permitted if (i) they do not alter the overall nature of the contract (type and purpose specified in the procurement procedure documents) and (ii) fall under one of the following categories:
 - (a) the amendments are not substantial;
 - (b) the amendments are substantial, but are introduced in the cases explicitly permitted by the PPL;
 - (c) the value of the contract is increased but it falls below the permitted thresholds.

- (F) The Parties have assessed and concluded that in the overall context and background circumstances the amendments under this Amendment are not substantial, and such conclusion has *inter alia* been supported by the Central Project Management Agency of Lithuania;

NOW, THEREFORE, the Parties hereby enter into this Amendment on the following terms and conditions:

1. In Clause 1 (*DEFINITIONS AND INTERPRETATIONS*) to:
 - (a) restate Clause 1.1.1. as follows:

"1.1.1. Acceptance Deed – transfer-acceptance deed to be signed by ESP and the Principal in order to certify completion of the Services with respect to the particular Assignment Order (the Acceptance Deed shall explicitly mention completion of the entire Service Module, whenever it is the case, as well)".
 - (b) restate Clause 1.1.3. as follows:

"1.1.3. Assignment Order – an order, substantially based on the Annex 6 of the Contract, to be issued by the Principal to ESP, certifying the request to perform Design Review Services and (or) Design Expertise Services towards partial or full performance of the specific Service Module(s) indicated in Annex 5."
 - (c) supplement the Contract with new Clause 1.1.3.¹ in the following wording:

"Assignment Order Fee - the amount payable for performance of the Design Review Services or Design Expertise Services under the respective Assignment Order determined in accordance with Clause 7.3".
2. For the clarification purposes, whenever the Contract refers to *"specific Service Module"* or *"particular Service Module"* it shall be interpreted to be without prejudice to and taking into account the definition of the Assignment Order.
3. In Clause 7 (*CONTRACT FEE AND PAYMENT*) to:
 - (a) restate Clause 7.3. as follows:

"7.3. In case of proper and full completion and acceptance of the Services as per the Assignment Order and the Contract requirements, the Assignment Order Fee is payable to ESP. If the Assignment Order covers the entire single Service Module, the Assignment Order Fee equals to the respective Service Module Fee. If the Assignment Order covers part of one or Several Service Modules, the Assignment Order Fee is determined by the Principal by applying reasonable assessment of what proportion of the Service Module(s) is being ordered, and the respective Assignment Order Fee is indicated by the Principal in the respective Assignment Order. For the avoidance of doubt, this Clause is without prejudice to inter alia (i) the rights of ESP to receive the entire Service Module Fee for the completion of all Services under the respective Service Module, (ii) the obligation of ESP to complete all Services (whenever ordered) under the respective Service Module, (iii) the fact that each Service Module Fee is fixed and is not subject to any increase, as well as (iv) Clause 7.4."
 - (b) in Clauses 7.5.1(b) and 7.5.2(b) to replace the words *"Service Module"* with the words *"Assignment Order"*.
 - (c) restate Clause 7.8. as follows:

"ESP shall proceed with issuance of the invoice as per the Clauses 7.9 and 7.10 of the Contract after (i) alignment activities set-forth in Clause 7.7 of the Contract are carried out and (ii) provided that the aggregate amount of the invoice or invoices to be issued has reached at least EUR 34,500 (the latter does not apply to the final payment under the Agreement or with respect to payment of the final part of the Service Module Fee upon completion of the entire Service Module)."
 - (d) replace the words *"Service Module Fee"* with the words *"the Assignment Order Fee"* in Clauses 7.5. and 7.12.
4. In Clause 14.5. to replace the words *"delayed Service Module Fee"* with the words *"Assignment Order Fee of the Assignment Order under which the Services are delayed"*.
5. To restate Clause 23.1. as follows:

"23.1. Any notice or other communication under the Contract must be in English and in writing (which, for the purposes of this Contract, includes e-mail, but not fax) and must be addressed as set out below in writing:

	<i>The Principal's Representative</i>	<i>ESP's Representative</i>
Name, surname, Title Entity	[●] Mobile phone: [●]	[●] Phone: [●] Mobile phone: [●]
Address	Jono Basanavičiaus g. 24, Vilnius 03224, Lietuva	Via Delle Sette Chiese, 142, CAP 00145, Rome, Italy
Email	[●]	[●]

6. To restate Clause 27 as follows:

<i>Details of the Principal</i>	<i>Details of the Beneficiary in Lithuania</i>	<i>Details of ESP</i>
Title: RB Rail AS	Title: AB "LTG Infra"	Title: 3TI PROGETTI ITALIA - INGEGNERIA INTEGRATA S.p.A.
Registration No 40103845025	Registration No 305202934	Registration No: RM - 1005043
Tax registration No LV40103845025	Tax registration No LT100012666211	Tax registration No: 07025291001
Address: Satekles street 2B, Riga, Latvia, LV-1050	Address: Geležinkelio g. 2, 02100, Vilnius, Lithuania	Via Delle Sette Chiese, 142, CAP 00145, Rome, Italy
Bank: [●]	Bank: [●]	Bank: [●]
Account No: [●]	Account No: [●]	Account No: [●]
Code: [●]	Code: [●]	Code: [●]
E-mail [●]	E-mail [●]	E-mail: [●]
Contract No. 1.19/LT-2	Contract No. 1.19/LT-2	Contract No. 1.19/LT-2

7. To clarify, the correct agreement registration number of the Contract is 1.19/LT-2.
8. From the conclusion of this Amendment, it shall become an integral part of the Contract.
9. The Amendment shall enter into force on the day when it is mutually signed by Parties and shall remain valid throughout the term of the Contract.
10. All terms and definitions used in this Amendment shall have the same meaning as the same terms and definitions used in the Contract, unless provided otherwise herein.
11. Signatures of the Parties:

IN WITNESS WHEREOF, each Party hereto has duly signed this Amendment as of the date first above written:

THE PRINCIPAL (FOR ITSELF AND ON BEHALF OF THE BENEFICIARY):

ESP:

Marius Narmontas
Head of RB Rail AS Lithuanian Branch

Alfredo Ingletti
Chairman