

## AMENDMENT No.2

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

Vilnius, 7<sup>th</sup> November 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 Clause 5.4.3 foresees that ESP shall assess whether all items of designed construction works are included in BoQ and shall carry out the recalculations for every item which may affect more than 1.5% of construction object total CAPEX according to Consultant cost estimate.
- (C) ESP original Scope of Work and Tender Proposal price included Design Review and Expertise of Detail Technical Design Bill of Quantities and Cost Estimate. However, this part of work was excluded from ESP Scope of Work by the Principal (Ref letter 1.13/LT-2022-1) due to the fact that respective parts of the DTD design will not be prepared as they are not mandatory by the local regulatory requirements.
- (D) Upon Principal's request, ESP provided a variation proposal to the Principal to deduct total Service Fee by € 6 555,41, which consists of 0,95% (zero point ninety-five percent) from Contract value.
- (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 decreased 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 7 (*CONTRACT FEE AND PAYMENT*) to restate Clause 7.1 as follows:

*"ESP is hereby entitled to receive following Contract Fee for due and proper provision of the Services in accordance with the terms and conditions of the Contract:*

<b>No.</b>	<b>Item</b>	<b>Price (VAT exclusive)</b>
1.	<b><i>Design Review and Design Expertise for Rail Baltica railway line Design Section 1 "Kaunas - Ramygala"</i></b>	<b><i>EUR 292 508,82</i></b> <i>(two hundred ninety-two thousand five hundred eight euro and eighty-two cents)</i>
2.	<b><i>Design Review and Design Expertise for Rail Baltica railway line Design Section 2 "Ramygala - LT/LV state border"</i></b>	<b><i>EUR 387 744,26</i></b> <i>(three hundred eighty-seven thousand seven hundred forty four euro and twenty six cents)</i>
	<b><i>Total Contract Fee</i></b>	<b><i>EUR 680 253,08</i></b> <i>(six hundred eighty thousand two hundred fifty-three euro and eight cents)</i>

2. In Annex 1 Technical Specification to restate clause 5.4.3 as follows:

*"ESP shall assess whether all items of designed construction works are included and clearly and unambiguously identifiable in BoQ."*

3. Restate Annex 5 Service Programme as follows: [●]
4. From the conclusion of this Amendment, it shall become an integral part of the Contract.
5. 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.
6. 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.
7. 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:**

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Marius Narmontas  
Head of RB Rail AS Lithuanian Branch

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Alfredo Ingletti  
Chairman