

AMENDMENTS No.1
TO THE AGREEMENT ON
UNDERGROUND RAILWAY STRUCTURES EXPERTISE SERVICES

Riga, the date and time of signature is the date of the last secure electronic signature added and the time stamp

Contract registration No. 1.19/LV-2022-7
Procurement procedure No. RBR 2021/28

These Amendments No.1 ("**Amendments**") have been entered into on the date and time of last secure electronic signature added and the time stamp by and between:

- (1) **EKJ Bulgaria Consulting Engineers Ltd**, a limited liability company registered in the Bulgarian Commercial Register, registration number BG202620297, legal address at Sofia 1142, Bulgaria, 41 Vasil Levski bul., floor 3 ("**Contractor**"), represented by Manager [●] acting on the basis of Founding Act of a Sole Shareholder Limited Liability Company, dated 23 July 2021, and
- (2) **RB Rail AS**, registration number: 40103845025, registered address: Satekles iela 2B, Riga, Latvia, LV-1050, operating under the laws of the Republic of Latvia ("**Principal**"), represented by Head of Civil Works and Stations Department, on the basis of RB Rail AS Regulations on Representation Rights dated 17 October 2022,

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

WHEREAS:

- (A) On 5 May 2022 the Parties have signed the Agreement ("**Agreement**") on underground railway structure expertise services ("**Services**");
- (B) Considering that the Agreement stipulates to possibility to extend the Agreement term, the design works of the *Rail Baltica* project ("**Project**") underground structures are in progress and the total value of the Agreement is not reached, the Parties wish to extend the Agreement term until 31 December 2023;
- (C) The main purpose of these Amendments is to align the availability of the Services within the latest DTD contract schedule.
- (D) The Parties intend to clarify authorisation rights of the Principal's authorised persons and to state that each authorised person is entitled to act individually;
- (E) Under Article 61(1) of the applicable Public Procurement Law of the Republic of Latvia ("**PPL**"), the amendments to the procurement agreement are permitted if (i) they do not alter the overall nature of the agreement (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 agreement 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 are not substantial as the procurement procedure documents and the procurement agreement clearly and unequivocally provides for a possibility of amendments the duration of the Agreement;

NOW, THEREFORE, the Parties hereby enter into these Amendments on the following terms and conditions:

1. To restate Clause 2.5. as follows:

"2.5 *Principal's authorised person.* The Principal authorizes the following person(s) to handle the Service ordering procedures as well as to deal with issues related to the performance of the Agreement on behalf of the Principal (the "Principal's authorised person"): [●] and [●] (each individually)."
2. To restate Clause 2.7. as follows:

"2.7 *Term.* The Agreement shall become effective as of the Commencement Date and shall continue in effect until 31 December 2023. If the total value of the Agreement is not reached on 31 December 2023, depending on actual need and financial capabilities, Parties have rights to extend the period of provision

of the Services until the total value of the Agreement is reached or for another period of time (within conditions stipulated in the Section 60 of the Public Procurement Law). After expiry of the Agreement or once the Total Value has been reached, no more additional requests for Services can be issued by the Principal. The Agreement terminates once all of the already started Services are fully completed by the Contractor and approved by the Principal and the Parties have fulfilled their contractual obligations arising out of this Agreement.

3. From the conclusion of these Amendments, they shall become an integral part of the Agreement.
4. The Amendments shall enter into force on the day when they are mutually signed by the Parties and shall remain valid throughout the term of the Agreement.
5. All terms and definitions used in these Amendments shall have the same meaning as the same terms and definitions used in the Agreement, unless provided otherwise herein.
6. Signatures of the Parties:

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

THE PRINCIPAL:

THE CONTRACTOR:

[•]
Head of Civil Works and Stations Department

[•]
EKJ Bulgaria Consulting Engineers Ltd Manager