

AGREEMENT AMENDMENTS NOTICE NO 2	
Regarding the Variation No 2	
AGREEMENT:	Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment No 1.19/LV-2021-76 dated 18 January 2022
AGREEMENT PARTIES:	<ol style="list-style-type: none"> 1. RB Rail AS a joint-stock company duly incorporated and operating under the laws of the Republic of Latvia, registration number 40103845025, registered address: Satekles street 2B, Riga, LV-1050, Latvia (hereinafter – the Client), 2. A partnership consisting of: <ul style="list-style-type: none"> - SYSTRA, a company organized and existing under the laws of France having its registered office at 72-76, rue Henry Farman; 75015 Paris; France, registered with the Registrar of Paris under number 387 949 530 - ITALFERR S.P.A. - Ferrovie dello Stato Italiane Group, a company with a sole shareholder subject to direction and coordination of Ferrovie dello Stato Italiane S.p.A., with registered office in Via Vito Giuseppe Galati no. 71, organized under the law of Italy, Fiscal Code N. 06770620588 - EGIS RAIL SA, a company organized and existing under the laws of France, having its registered office at 168-170, Avenue Thiers, 69006 Lyon, registered with the registrar of Lyon under number 968 502 559 represented by the Leader of the Joint Venture SYSTRA, represented for the purpose herein [CONFIDENTIAL], (hereinafter, the “Consultant”).
DESCRIPTION OF THE AMENDMENTS:	<ol style="list-style-type: none"> 1. The Parties have entered into Agreement “Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment” No 1.19/LV-2021-76 dated 18 January 2022 (hereinafter – Agreement). 2. The Parties acknowledge that several deviations during the provision of the Services within Phase 1 (Preparatory Phase) have occurred and therefore the Consultant is entitled to extension of Time and compensation of Exceptional costs and the Client is entitled to contractual penalty for delays attributable to the Consultant. 3. The Parties have agreed to conclude the Variation in respect of: <ol style="list-style-type: none"> 3.1. Rescheduling the deadlines of Service Package – 3, Service Package – 5 and Service Package – 6 within Preparatory Phase as set in Sub-Clause 4.1.5. (table 9) of Appendix 1 [Scope of Services] of the Agreement. 3.2. Compensation of Exceptional costs in the amount of EUR 245 738,00 (without VAT) for rescheduled time period for Service Package 3, Service Package – 5 and Service Package 6. 3.3. Additional Services of Data collection system requirement development for the Phase 1 (Preparatory phase) in line with the Agreement requirements and rescheduled deadlines for Service Package – 6, deliverable “Draft Technical Specification of Works Contract” and deliverable “Technical Specification of Works Contract” in the total amount of EUR 7000,00 (without VAT).

	<p>3.4. Set – off of calculated penalty in the amount of EUR 34 500 for the Consultant’s delays in Service Package – 1 delivery.</p>
<p>AMENDMENT OF THE AGREEMENT:</p>	<p>The Agreement shall be amended as follows:</p> <ol style="list-style-type: none"> 1. The Parties agree to extension of Time for Service Package – 3, Service Package – 5 and Service Package – 6 of Phase 1 (Preparatory Phase) and reschedule the deadlines as set in Sub-Clause 4.1.5. of Appendix 1 [Scope of Services]. The Sub-Clause 4.1.5. of Appendix 1 [Scope of Services] shall be introduced in a new wording as set forth in Annex 1 of this Agreement Amendment Notice. 2. The Parties agree that the Consultant is entitled to Exceptional Costs in the total amount of EUR 245 738,00 (without VAT) for extra time spent by the Consultant in the performance of the Services and extension of Time for Service Package – 3, Service Package – 5 and Service Package – 6 in accordance with the rescheduled deadlines as set in Sub-Clause 1 of this Agreement Amendment Notice. 3. As a result of the Exceptional Costs, the Agreement Price for Phase 1 (Preparatory phase) set in Clause 10 a) of Form of Agreement and Appendix 3 [Remuneration and Payment] has been agreed to increase by EUR 245 738,00 (without VAT) as follows: <ol style="list-style-type: none"> 3.1. By EUR 140 729,00 (without VAT) for Service Package – 3 and thus shall in aggregate be in the amount of EUR 641 310,72 (without VAT). 3.2. By EUR 18 295,00 (without VAT) for Service Package – 5 thus shall in aggregate be in the amount of EUR 255 789,22 (without VAT). 3.3. By EUR 86 714,00 (without VAT) for Service Package – 6 thus shall in aggregate be in the amount of EUR 330 728,30 (without VAT). 4. The Consultant shall provide to the Client additional services (hereinafter, the Additional Services) of Data Collection System (DCS) requirement development for the Phase 1 (Preparatory phase) in line with the Agreement requirements, Technical specification and the Consultant’s Proposal. 5. The Parties agree that the total amount of Additional Services is EUR 7 000,00 (seven thousand euro, 0 cents), (without VAT) and Additional services shall be delivered according to the rescheduled deadline for Service Package – 6 set in Sub-Clause 4.1.5. of Appendix 1 [Scope of Services]. 6. As a result of Additional services and taking into account the amount of Exceptional costs for Service Package - 6 set in Clause 3.3. of this Agreement Amendments Notice, the Price for Service Package – 6 has been agreed to increase and thus shall in aggregate be in the amount of EUR 337 728,30 (without VAT). 7. As a result of the Exceptional Costs set in Clause 3 and Additional Services set in Clause 4, the Agreement Price for Preparatory phase (Phase I services) set in the Clause 10 a) of Form of Agreement and Appendix 3 [Remuneration and Payment] has been agreed to increase by EUR 252 738,00 and thus shall in aggregate be in the amount of EUR 1 698 737,18 (excluding VAT).

8. As a result of increase of Agreement Price for Preparatory phase (Phase I services), the Clause 10 of Form of Agreement shall be amended and introduced in the new wording as set in Annex 1 of this Notice.
9. The Consultant's Proposal for the Additional Services shall be attached to this Agreement Amendment Notice as Annex 2 thus becoming part of this Agreement Amendment Notice.
10. Technical specification for Additional Services (Annex 3 to this Agreement Amendment Notice) shall be added as an annex to the Appendix 1 [Scope of Services], thus becoming part of the Appendix 1 [Scope of Services]. This document annexes the existing Appendix 1 [Scope of Services] and does not replace it. All provisions and requirements included in the Appendix 1 [Scope of Services] of the Agreement are applicable to the Additional Services and deliverables included in the Variation No.2, if not directly specified otherwise in this Technical specification for Variation No.2.
11. The Parties acknowledge that the Consultant has delayed the submission of Service Package – 1 deliverable "Inception report" for 115 days. According to the Agreement, Sub-Clause 8.1.c) of Particular Conditions, if the Consultant does not comply with the deadlines set in Appendix 1 [Scope of Services], the contractual penalty is EUR 300 per day of each day of delay, accordingly, the calculated penalty sum related to the delay of Preparatory Phase SP – 1 Inception report is EUR 34 500.
12. The Parties agree that the Client is entitled to set – off the contractual penalty related to the delay of Preparatory Phase Service Package-1 Inception report in the amount of EUR 34 500 from the Price for Service Package – 6. The payment of the contractual penalties shall not release the Consultant from performing the relevant obligations and Services according to the Agreement.
13. Other Agreement conditions which are not affected by this notice shall remain unchanged.
14. This notice is entered into in English language.
15. This notice is entered into and governed by and shall be construed and interpreted in accordance with the applicable laws as set-forth in the Agreement and any dispute regarding this notice shall be resolved pursuant to the Agreement conditions.
16. This notice shall be effective at the time of last electronic signature with time stamp.
17. The document is signed by the duly authorized representatives of the Parties.
18. By signing this document, the Consultant irrevocably certifies and confirms that this Variation and agreed changes in the Scope of Services and Remuneration has no other impact to the Agreement other that directly agreed in this Variation.
19. By signing this document, the Consultant irrevocably certifies and confirms that there are no claims or circumstances, caused due to this Agreement amendments notice (Variation No 2) that could cause any additional variations concerning extension of time for completion, compensation of costs or extra remuneration, exceptional costs regarding reschedule of deadlines and deliverables as set forth in amended Appendix 1 [Scope of Services] and amended Appendix 3 [Remuneration and Payment], as provided in this Agreement Amendments notice and

	<p>other provisions introduced by this Agreement Amendments notice and its appendices that are related to the subject-matter of this Amendment Agreement Notice.</p> <p>20. The Consultant irrevocably certifies and confirms that the amount of Exceptional costs as set in Clause 3 of this Agreement Amendment Notice shall fully cover the Consultant’s work and extra time spent in provision of deliverables of Phase 1 (Preparatory Phase).</p> <p>21. Upon signing this Agreement Amendments notice Parties have fully settled all issues raised by the Consultant in respect to Variation requests with the reference:</p> <p>21.1. No SIE-2022/03-RB CCS, dated 15 December 2022 “Rescheduling extra cost justification”;</p> <p>21.2. No SIE-2022/04-RB CCS, dated 20 December 2022 “CCS Engineer Scope of Services production deadline delay”;</p> <p>21.3. No CCS-SIE-RBR-2023-00010, dated 13 March 2023 “Preparatory Phase rescheduling cost impact”;</p> <p>21.4. No CCS-SIE-RBR-2023-00016, dated 15 March 2023 “Data Collection System in CCS scope”.</p> <p>21.5. No CCS-SIE-RBR-2023-00019, dated 24 May 2023 “Rescheduling extra cost justification – SP-3, SP-5 and SP-6”</p> <p>21.6. No CCS-SIE-RBR-2023-00027, dated 27 September 2023 “Rescheduling extra cost justification – SP-3, SP-5 and SP-6 and new delivery dates”.</p>
<p>NOTES:</p>	<p>The Consultant’s Representative having authority to execute this document shall sign it and return copy to the Client’s Representative at the earliest convenience.</p>

Annexes:

1. Annex 1 to the Agreement Amendments Notice No 2.
2. Annex 2 to the Agreement Amendments Notice No 2 – the Proposal.
3. Annex 3 to the Agreement Amendments Notice No 2 – the Technical specification.

On behalf of the Client:
[CONDIFENTIAL]

On behalf of the Consultant:
[CONDIFENTIAL]

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