

AGREEMENT AMENDMENT NOTICE NO 5

Reg.No. 1.19/LV-2021-76-5

AGREEMENT AMENDMENTS NOTICE NO 5	
Regarding the Variation No 5 in respect of additional services	
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 <p>represented by the Leader of the Joint Venture SYSTRA, represented for the purpose herein by [●], (hereinafter, the “Consultant”).</p>
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). 1. It is important for the Client to receive Additional services from the CCS Engineer due to complexity of the Rail Baltica project, thus based on the Client’s request, the Consultant has submitted its proposal for additional services during the supply of Turnout

	<p>integrated system, Rail expansion joint system and Cable duct materials (ID No CCS-SIE-RBR-2024-00035 dated 17 June 2024) (hereinafter – the Proposal).</p> <p>2. The Client has evaluated the Proposal and determined the work packages of Additional services as outlined in Annex 2 of this Agreement Amendment Notice No 5 to be ordered by the Client and provided by the CCS Engineer.</p> <p>For the sake of clarity, the Parties agree that the Consultant's Proposal is accepted only in part with respect to the Additional Services, and the scope of this Agreement Amendment Notice No 5 encompasses the work packages specified in Annex 2 [Technical Task] of this Agreement Amendment Notice No 5.</p> <p>3. The Parties have agreed to conclude this Agreement Amendment Notice No 5 in respect of Additional Services regarding the CCS Engineer's technical expertise to ensure the compliance between the development of Multi-ducts, Cable Ducts, Precast Concrete Surface Cable Channels, Precast Concrete Surface Manholes, Turnouts Systems and Rail Expansion Joints and CCS subsystem in the total amount of EUR 142 700,00 (one hundred forty-two thousand seven hundred euro, 0 cents) without VAT.</p> <p>4. Considering that the representatives of the Parties named in the Agreement have changed, the Parties agree to make corresponding administrative changes in the Agreement.</p>
<p>AMENDMENT OF THE AGREEMENT:</p>	<p>The Agreement shall be amended as follows:</p> <p>1. The CCS Engineer shall provide to the Client additional services of the technical expertise to ensure the compliance between the development of Multi-ducts, Cable Ducts, Precast Concrete Surface Cable Channels, Precast Concrete Surface Manholes, Turnouts Systems and Rail Expansion Joints and CCS subsystem (hereinafter - the Additional Services) for the Phase 1 (Preparatory phase) in line with the Agreement requirements, Technical task and the fixed value of each work package of Additional services.</p> <p>2. The Client shall order Additional services as outlined in Annex 2 [Technical task] of this Agreement Amendment Notice No 5 up to the total amount specified in Clause 3 of this Agreement Amendment Notice No 5. The Client is under no obligation to order and procure all Additional Services (work packages) described in the Annex 2 [Technical task] of this Agreement Amendment Notice No 5.</p>

3. The Parties agree that the total amount of Additional Services is EUR 142 700,00 (one hundred forty-two thousand seven hundred euro, 0 cents) without VAT.
4. Each work package of Additional Services shall be provided based on the Client's written order and paid after completion in accordance with the Agreement requirements. The Parties agree that the period of provision of the Additional Services is envisaged till 31 December 2024, considering the agreed deadlines for each work package of Additional services.
5. As a result of the Additional Services, the Agreement Price for Preparatory phase (Phase 1 services) set in the Clause 10 a) of Form of Agreement and Appendix 3 [Remuneration and Payment] has been agreed to increase by EUR 142 700,00 and thus shall in aggregate be in the amount of EUR 2 023 815,18 (excluding VAT), thus the Clause 10 of Form of Agreement shall be amended and introduced in the new wording as set in Annex 1 of this Agreement Amendment Notice No 5.
6. Technical task for Additional Services (Annex 2 to this Agreement Amendment Notice No 5) 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 Agreement Amendment Notice No 5, if not directly specified otherwise in this Technical task for Agreement Amendment Notice No 5.
7. Form of Agreement shall be amended as set-forth in Annex 1 of this Agreement Amendment Notice No 5, including corresponding changes in Part A of Particular Conditions in respect of changes of the Representatives of the Parties and e-mails.
8. Other Agreement conditions which are not affected by this notice shall remain unchanged.
9. This notice is entered in in English language.
10. 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.

	<p>11. This notice shall be effective at the time of last electronic signature with time stamp.</p> <p>12. The document is signed by the duly authorized representatives of the Parties.</p> <p>13. 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 than directly agreed in this Variation.</p>
NOTES:	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.

Annexes:

1. Annex 1 to the Agreement Amendments Notice No 5.
2. Annex 2 to the Agreement Amendments Notice No 5 – the Technical task.

On behalf of the Client:

[●]

On behalf of the Consultant:

[●]

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

*Annex 1 to the Agreement Amendment Notice No 5
 Engineering services for preparation, procurement and
 supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
 Agreement registration No 1.19/LV-2021-76*

1. The Parties agree to amend Clause 10 of Form of Agreement and introduce in a new wording:

“10. The Agreement Price for performance of all Services under the Agreement is EUR 32 888 680,50 (Thirty-two million eight hundred eighty-eight thousand six hundred eighty euros and fifty cents) (excluding VAT), which consists of the following:

- a. Preparatory phase (Phase I services) – EUR 2 023 815,18 (excluding VAT);
- b. Works implementation phase (Phase II services) – EUR 27 927 514 (excluding VAT);
- c. The Client’s Reserve - EUR 2 937 351,32 (excluding VAT).”

2. The Parties agree to amend Clause 11 of Form of Agreement and introduce in a new wording:

“11. Representative’s responsible for the Agreement administration and management:

	CLIENT’S REPRESENTATIVES	CONSULTANT’S REPRESENTATIVE
Name, surname	[●]	[●]
Address	[●]	[●]
Phone number	[●]	[●]
Email	[●]	[●]

- 3. The Parties agree to amend Clause 1.1.4 of Part A of Particular Conditions of the Agreement by replacing the Client’s Representative [●].
- 4. The Parties agree to amend Clause 1.1.8 of Part A of Particular Conditions of the Agreement by replacing the Consultant’s Representative [●].
- 5. The Parties agree to amend Clause 1.3.1 (d) of Part A of Particular Conditions by replacing the Client’s e-mail[●].
- 6. The Parties agree to amend Clause 1. 3.1 (d) Part A of Particular Conditions by replacing the Consultant’s e-mail [●].

On behalf of the Client:

[●]

On behalf of the Consultant:

[●]

*Annex 2 to the Agreement Amendment Notice No 5
 Engineering services for preparation, procurement and
 supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
 Agreement registration No 1.19/LV-2021-76*

TECHNICAL TASK

SUBJECT: Scope of Additional services for CCS Engineer

- The Parties agree that the CCS Engineer shall provide to the Client following work packages of the Additional Services for the Phase 1 (Preparatory phase) of the Agreement as stipulated in this Technical task and in line with the Agreement requirements:

Work Package 1	1.0	RAM program review, Preliminary Design review	Total Value for the Work Package EUR 66 700 (without VAT)
	1.1	Combine reliability and maintainability good practice for integration of turnout integrated system and REJ in RB Rail AS	EUR 19 050
	1.2	Review Preliminary design	EUR 15 350
	1.3	FMEA Block Diagram and process Flowchart	EUR 19 550
	1.4	RAM program Plan and Assessments, Design review.	EUR 12 750

	2.0	1.0 Multi-ducts, cable ducts, manholes and cable channels contract execution	Total Value for the Work Package (without VAT)
Work package 2	2.1	CCS Engineer activities during Multiduct supply : 1.1.1. Review of supplier documents to ensure Multiduct solution design compliance to Rail Baltica CCS System technical requirements and CCS D&B Contractor requirements (provided in scope of CCS Engineering services); 1.1.2. Participate in at least two coordination meetings; 1.1.3. Provide review report for submitted document/s in 5 working days; 1.1.4. Ensure expert availability in 5 working days;	EUR 18 500
Work package 3	2.2	CCS Engineer activities during Cable duct supply : 1.2.1. Review of supplier documents to ensure Cable duct solution design compliance to Rail Baltica CCS System technical requirements, CCS D&B Contractor requirements (CCS provided in scope of CCS Engineering services); 1.2.2. Participate in at least two coordination meetings; 1.2.3. Provide review report for submitted document/s in 5 working days; 1.2.4. Ensure expert availability in 5 working days;	EUR 17 300

Work package 4	2.3	CCS Engineer activities during manhole supply : 1.3.1 Review of submitted supplier documents to ensure Manhole solution design compliance to Rail Baltica CCS System technical requirements, CCS D&B Contractor requirements, (provided in scope of CCS Engineering services) and technical specification RBGL-SOD-SPC-R-00002; 1.3.2. Participate in at least two coordination meetings; 1.3.3. Provide review report for submitted document/s in 5 working days; 1.3.4. Ensure expert availability in 5 working days;	EUR 20 100
Work package 5	2.4	CCS Engineer activities during Cable channel supply : 1.4.1. Review of supplier documents to ensure Cable channel solution design compliance to Rail Baltica CCS System technical requirements, CCS D&B Contractor requirements (provided in scope of CCS Engineering services) and technical specification RBGL-SOD-SPC-R-00002; 1.4.2. Participate in at least two coordination meetings; 1.4.3. Provide review report for submitted document/s in 5 working days; 1.4.4. Ensure expert availability in 5 working days;	EUR 20 100

2. The Parties agree that the work packages of Additional services shall be ordered by the Client by sending a Notice to the Consultant. Each Notice shall include (1) specific work package of the Additional Services as set in Clause 1 of this Annex No 2, (2) Time for Completion of the work package of Additional Services.
3. The Parties agree that the Client is under no obligation to order all work packages of Additional Services if the signing and / or implementing process of the Agreements on the consolidated material supply is delayed, or the Additional Services are no longer required for the Client.
4. The Parties sign a Deed on Additional services delivered by the CCS Engineer and approved by the Client as stipulated in the Sub-Clause 4.7 of Particular Conditions.
5. The Client is entitled to terminate the Additional Services by giving 15 (fifteen) days' Notice to the Consultant.
6. Other Agreement conditions which are not affected by this Annex 2 to the Agreement Amendments shall remain unchanged and the Consultant shall fully comply with the requirements set in Agreement.