

AMENDMENTS NO 1 TO THE AGREEMENT FOR THE INVESTIGATION AND LOCATION DESIGN OF RAIL BALTICA GEODETIC REFERENCE NETWORK

Ref. No. 1.19/LV-2023-40-1

These Amendments to the Agreement for investigation and design of joint Rail Baltica chainage and geodetic reference network (hereinafter – “RB Geodetic Reference Network (CP0)”), together with all Annexes thereto (the “Agreement”), are entered into in Riga, on the date indicated on the timestamp of last signature of the document by and between:

RB Rail AS, a joint stock company registered in the Latvian Commercial Register under registration No 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the “Principal”), represented by [●], acting in accordance with the [●], on the one hand,

and

SIA “GEODEZISTS”, a limited liability company registered in the Commercial Register of the Republic of Latvia under registration number 41203006878, having its registered address at Vasarnīcu iela 16, Ventspils, Latvia (the “Contractor”), represented [●] acting on the basis of the [●], on the other hand,\

The Principal and the Contractor both together are hereafter referred to as the “Parties”.

WHEREAS:

- (A) the Agreement has been entered into between the Parties on the 1st January 2024, being the Effective Date as per the terms of the Agreement, and it engages the Contractor to provide and perform the Services for the purposes of the Rail Baltica Global Project (hereinafter referred to as “the Project”), as further described and according to the specification contained *Annex B: Technical Specification* to this Agreement, and which includes:
 - (i) The investigation of existing national Geodetic Network points within the territory of the Republics of Estonia, Latvia and Lithuania, and identification of the gaps within the existing Networks and pre-designed locations of the new CP0 (primary network) Geodetic Network points for the purposes of the Rail Baltica project (“Phase 1, the Investigation Services”);
 - (ii) Creation of the Location Design of Rail Baltica high-speed railway primary Geodetic Network (“Phase 2, the Location Design Services”);
 - (iii) and shall result in the provision to the Principal of the Deliverables identified in accordance with *Annex C: Schedule of Services to this Agreement*;
- (B) In the course of the provision of Services as per Annex B: Technical Specification of the Agreement, it became evident to the Principal that the Additional Services are required to be requested by the Principal in order to complete Phase 2, the Location Design Services with the purpose to deliver the Final Deliverable to the Principal, which shall include new geodetic reference benchmark locations not previously anticipated and investigated, and which shall guarantee that the benchmarks would support high-precision levelling in areas where the existing national height (levelling) network (1st or 2nd order) is further away from the Rail Baltica railway route, so that the levelling lines do not remain unreasonably long.
- (C) Proposal by the Contractor for additional Services not previously foreseen for Joint Rail Baltica chainage and geodetic reference network development study was received on 15th July 2024. In addition the Contractor has requested for the extension of Final Completion Date for reasons not due to the Contractor.

The Parties have agreed to the following Amendments to the Agreement (hereinafter referred to as “the Amendments”):

1. Clause 2.1 shall be amended and expressed as follows:

“2.1.*Engagement*. The Principal hereby engages the Contractor to provide and perform the Services for the purposes of the Project, as further described and according to the specification contained *Annex B*:

Technical Specification and Annex B1: Additional Services to this Agreement, which is the integral part of the Services, and the Contractor hereby accepts such engagement. The Services shall include:

- (a) The investigation of existing national Geodetic Network points within the territory of the Republics of Estonia, Latvia and Lithuania, and identification of the gaps within the existing Networks and pre-designed locations of the new CP0 (primary network) Geodetic Network points for the purposes of the Rail Baltica project ("**Phase 1, the Investigation Services**");
- (b) Creation of the Location Design of Rail Baltica high-speed railway primary Geodetic Network ("**Phase 2, the Location Design Services**") according to the technical specifications as per Annex B, as amended and supplemented by Annex B1 to the Agreement;
- (c) and shall result in the provision to the Principal of the Phase 1 and Phase 2 Deliverables to be completed in accordance with *Annex C: Schedule of Services* and Clause 4.4 of this Agreement."

2. Clause 2.2 shall be amended and expressed in the following wording:

"2.2.Scope of the Services. The Services shall include all measures, including those not explicitly listed in the Agreement, *Annex B: Technical Specification* and *Annex B1: Additional Services* required for due performance of the Agreement, provision of the Deliverables in accordance with the terms and conditions of the Agreement. When achievement of the above results is not possible without performance of a measure not explicitly listed in the Agreement, then performance of such a measure is considered as a contractual obligation of the Contractor according to the Agreement without any additional payment obligations by the Principal. In any case the Services include, but are not limited to:

- 2.2.1. obtaining of data, documents and other information etc. regarding the national Geodetic Network points and their usability in accordance with *Annex B: Technical Specification* and *Annex B1: Additional Services* for which the Services shall be performed;
- 2.2.2. liaison and co-ordination of actions to be undertaken within the Scope of the Agreement with the National Regulatory Authorities, owners of land plots and utilities, and any third parties, whose rights may be affected by the Services;
- 2.2.3. obtaining written consents by the owners of the properties and any other third parties, or informing of such owners or third parties within the area of performance of the Services, where applicable, including as required by the Applicable Law;
- 2.2.4. providing the advice on potential measures to be taken to and receipt of approvals by the Principal to the extent required for the performance of the Services;
- 2.2.5. taking any other measures required for the provision of the Services, and performance of the Agreement with due care and professional skills as required in order to achieve the best cost-efficient results."

3. Clause 4.1 shall be amended and expressed in the following wording:

"4.1.Performance of the Services. The Contractor shall perform the Services timely and with due diligence having due regard to any applicable Services Milestones for the performance of the Services set out in the Agreement and the *Annex C: Schedule of Services*, as may be amended from time to time with the consent of the Principal or in accordance with this Agreement and Public Procurement Law of the Republic of Latvia. The Contractor shall draw up and confirm with the Principal the detailed Time Schedule, taking into account the Services Milestones as per *Annex C: Schedule of Services*, taking into account the Final Completion Date shall not be later than the date set under Clause 4.4. Such confirmation by the Principal shall be received by way of a written notice by the Contractor to the Principal in accordance with Clause 20.3."

4. Clause 4.4 shall be amended and expressed in the following wording:

"4.4.The Final Completion Date and Milestones. Subject to the terms and procedure provided under Clause 10, the Final Completion Date shall be the deadline for submission of the Final Location Design, including the deliverable as per *Annex B1: Additional Services* and when the Final Location Design has been reviewed and approved by the Principal (Phase 2), and it shall not be later than 2nd December 2024. The two (2) intermediate Milestones are hereby agreed as per Annex C: Schedule of Services, i.e. the Draft of Location Design and the Draft of Final Location Design, including Additional Services as per *Annex B1: Additional Services*. The Principal reserves the right to review and comment on the proposed design solutions as per the Draft version of the Location Design, including the additional geodetic reference

benchmarks as per *Annex B1: Additional Services*, before the Final Location Design is submitted by the Contractor to the Principal. The Agreement expires once the Parties have fulfilled their contractual obligations arising out of this Agreement.

The following milestones are set in accordance with Annex C: Schedule of Services ("the Services Milestones"), which shall be met, when the following Deliverables have been submitted to and approved by the Principal:

- (a) For the Investigation Services (Phase 1) - the Interim (Investigation) Report on the investigation results of existing and required new Geodetic Reference Network Points (Phase 1);
- (b) For the Location Design Services (Phase 2) - the Draft of Location Design of Rail Baltica high-speed railway Geodetic Reference Network (CP0) and the Final Location Design of Rail Baltica high-speed railway Geodetic Reference Network (CP0) (Phase 2), including the additional geodetic reference benchmarks according to *Annex B1: Additional Services*."

5. Clause 9.1 shall be amended and expressed in the following wording:

"9.1. *Total Value*. The total value of the Services provided under the Agreement shall not exceed **EUR 129 074,50** (one hundred twenty nine thousand, seventy four euros, 50 cents), excl. VAT."

6. Clause 9.2 shall be amended and expressed in the following wording:

"9.2. *The Fees*. The Company undertakes to pay to the Contractor the fixed fee in the total amount of **EUR 88 124,50** (eighty eight thousand, one hundred twenty four hundred euros, 50 cents), VAT not included, in consideration of the due completion of Services as per *Annex B: Technical Specification* ("**the Base Fee**") and the fee of **EUR 40 950,00** (forty thousand nine hundred fifty euros, 00 cents), VAT not included, which is payable in addition to the Base Fee for Additional Services as per *Annex B1: Additional Services* ("**the Fee for Additional Services**"), hereinafter the Base Fee and the Fee shall be referred to as "**the Fees**". The Fees shall become payable after the following Deliverables are submitted by the Contractor and approved by the Principal, and subject to signing by both Parties of the Deed of Acceptance of the following deliverables following the completion of the Services or part of Services:

- (a) The Final Interim (Investigation) Report by the completion of the Investigation Services under Phase 1: in the amount of 65% (sixty five per cent) of the Base Fee;
- (b) The Draft of Location Design by the completion of the Design Services under Phase 2 and in accordance with *Annex B: Technical Specification*: in the amount of 35% (thirty five per cent) of the Base Fee;
- (c) The Final Location Design by the completion of the Design Services under Phase 2, including the Additional Services as per *Annex B1: Additional Services*: in the total amount of the Fee for Additional Services.

Hereinafter, the Base Fee and the Fee for Additional Services shall both together be referred to as "**the Fees**".

7. Clause 9.3 shall be amended and expressed in the following wording:

"9.3. *Payment of the Fees*. In consideration of provision of the Services, the Principal undertakes to pay to the Contractor the Fees in three instalments as set forth in accordance with Clause 9.2, a) - c). For the sake of clarity, the Fee for Additional Services is not included in the Base Fee and shall become payable subject to the review and acceptance by the Principal of the Final Deliverable, including the Deliverables as per *Annex B1: Additional Services*. It is acknowledged and agreed by the Parties that the Fees shall include all costs and expenses incurred by the Contractor and Approved Sub-Contractors directly attributable to performing of the Services. The Fees specified in accordance with this Clause 9.2 does not include value added tax (the "VAT") that will be charged at the rate applicable in accordance with Applicable Law at the time of invoicing.

8. Clause 9.4 shall be amended and expressed in the following wording:

"9.4. *Invoicing*. According to Clause 9.2 and following each Completion Date, provided that the Principal has accepted/approved the particular Deliverable of the Services according to the terms of Clauses 10.2 - 10.6, which the invoice is related to, the Contractor shall deliver to the Principal an invoice specifying the amount of the Fees payable and the period of time with respect to which the Fees are payable. In the event the Principal objects to payment of any amount claimed by the Contractor in the invoice, notice in

the form chosen by the Principal to this effect shall be given by the Principal to the Contractor not later than seven (7) days before the due date for payment under Clause 9.5. This notice of objection shall state the amount to be withheld, the grounds for withholding the payment and the basis on which that amount is calculated. Unless such notice of objection is made by the Principal, the amount to be paid is that stated in the invoice which shall become due and payable in accordance with this Agreement.”

9. Clause 10.3 shall be amended and expressed in the following wording:

“10.3. *Completion of Services and the Deed of Acceptance.* Meeting of a Services’ Milestone and supply of a Deliverable occurs whenever the Contractor has completed all or part of the Services, which the Contractor has undertaken to perform according to the *Annex B: Technical Specification, Annex B1: Additional Services* and by the relevant Services Milestone according to *Annex C: Schedule of Services* and Clause 4.4. On meeting a Services Milestone and/or producing a Deliverable (including all Documentation and information forming part of the Deliverable) constituting all or an identifiable part of the Services, the Contractor shall issue to the Principal a Deed of Acceptance (“**the Deed of Acceptance**”). The Deed of Acceptance shall include the Deliverable and adequate supporting Documentation and information relevant to the Services Milestone attained and/or Deliverable completed. The Principal reserves the rights to review, comment and request for any amendments to the Deliverables at any time during the provision of the Services until the Final Deliverables (the Final Location Design) have been approved by the Principal.”

10. Clause 14.1 shall be amended and expressed in the following wording:

“14.1. *Professional civil liability insurance.* The Contractor shall insure its general liability for any loss, damages or omission caused to the public/third parties by the Contractor (the “Professional civil liability insurance”) applicable to all Services, including the Additional Services as per Annex B1 during the term of the Agreement as may be amended from time to time, as well as during the Defects Claims Period as per Clause 10.2. In case of imperative legal requirements related to specific types of insurance for the performance of works forming a part of the Services according to the Applicable Law, the Contractor shall also provide additional insurance for these works or shall include respective extensions to Contractor’s Professional civil liability insurance contract.”

11. Clause 14.3 shall be amended and expressed in the following wording:

“14.3. *Submission of Insurance Certificate.* Within twenty (20) days following the Effective Date or the date of the entry into force of the Amendments, whichever is applicable, the Contractor shall submit to the Principal the Professional Civil Liability insurance certificate with the insurer’s confirmation regarding full coverage and validity of such Professional civil liability insurance. The Contractor shall maintain the Professional Civil Liability insurance in force as long as it is necessary to accomplish any obligations according to this Agreement. In addition, the Contractor shall provide not less than five (5) Working Days prior written notice to the Principal of any cancellation or material reduction in the Professional Civil Liability insurance policy. The Contractor is obliged to submit to the Principal documents as per Clause 14.4 certifying the renewal or the issuance of a new Professional civil liability insurance policy compliant with the Agreement terms within five (5) Working Days before the date of expiry of the previous Professional civil liability insurance contract.”

12. The following Annexes to the Agreement are being amended and shall become effective as of the date of entry into force of these Amendments:

12.1. New Annex B1: Additional Services is hereby added to the Agreement;

12.2. Annex C: Schedule of Services is hereby replaced;

12.3. Annex D: Deed of Acceptance is hereby replaced.

13. Miscellaneous provisions.

13.1. These Amendments shall be governed by and construed in accordance with laws of the Republic of Latvia and the venue for resolution of disputes that may arise in relation to these Amendments shall be courts of a general jurisdiction of the Republic of Latvia.

13.2. These Amendments and Annexes hereto shall become an integral part of the Agreement and constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior Annexes, where applicable, drafts, undertakings,

representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

13.3. These Amendments are drafted and executed as an electronic document.

For and on behalf of the Principal:

[●]

For and on behalf of the Contractor:

[●]

THIS AGREEMENT IS SIGNED WITH SECURE ELECTRONIC SIGNATURES AND CONTAINS A TIMESTAMP

Annex B1: Additional Services

[•]

Annex C: Schedule of Services

1. Service commencement date: Effective Date (ED¹)
2. Deliverables (Clause **Error! Reference source not found.**):

Deliverable	No of copies	Services Milestone
Interim (Investigation) Report	1	ED + 5 (five) weeks
Draft of Location Design (as per <i>Annex B: Technical Specification</i>)	1	23 rd September 2024
Draft of Final Location Design, including Additional Services (as per <i>Annex B1: Additional Services</i>)	1	18 th November 2024
Final Location Design, including Additional Services (as per <i>Annex B: Technical Specification</i> and <i>Annex B1: Additional Services</i>)	1	2 nd December 2024

3. The Principal will accept all Deliverables in accordance with the Clauses **Error! Reference source not found.** - **Error! Reference source not found.** of the Agreement only if they will conform with the quality and other requirements defined under *Annex B: Technical Specification* and *Annex B1: Additional Services*.
4. The Principal may provide comments or remarks to Deliverables after signing of the Deed of Acceptance. In such situations the Contractor shall implement and/or consider mentioned comments and remarks until the submission of subsequent Deliverables.

¹ Effective Date of the Agreement

Annex E: Deed of Acceptance

No [INSERT NUMBER]

Date: [INSERT DATE]

Location: [INSERT LOCATION]

For: [INSERT PRINCIPAL], registration number [●], legal address: [●] (the "Principal")

This Acceptance Deed is issued to the Principal by [●] [INSERT NAME, REGISTRATION NUMBER, LEGAL ADDRESS] (the "Contractor"), represented by [INSERT NAME OF REPRESENTATIVE AND THE BASIS OF REPRESENTATION].

Whereas:

- (A) the Principal and the Contractor have entered into the Agreement [●];
- (B) one or more Services Milestones have been met and/or Deliverables of the Services have been completed or the Services have been fully completed by the Contractor;
- (C) as stipulated by Clause **Error! Reference source not found.** of the Agreement, completion of a Services Milestone/Deliverable shall be evidenced by means of the Contractor issuing a signed Deed of Acceptance;
- (D) as per Clause **Error! Reference source not found.** of the Agreement the Principal following the reception of a signed Deed of Acceptance shall review the submitted Deed of Acceptance and either sign the Deed of Acceptance conforming the compliance of the Services rendered or raise objections by issuing an Objection Notice.

The Contractor hereby confirms that following Services Deliverable has/have been supplied on [INSERT DATE], as specified in accordance with the Agreement, or the Services have been completed in full: [DESCRIBE IN REASONABLE DETAIL THE DELIVERABLE SUPPLIED AND ATTACH THE RESPECTIVE SUPPORTING DOCUMENTATION].

By signing this Deed of Acceptance the Principal confirms in accordance with Clauses **Error! Reference source not found.** and **Error! Reference source not found.** of the Agreement its satisfaction with the result of the Deliverable submitted in accordance with the terms and conditions of this Agreement, *Annex B: Technical Specification*, *Annex B1: Additional Services* and Services Milestone is completed, and the Principal accepts the respective Deliverable in its entirety or partly as specified in Clause **Error! Reference source not found.** of the Agreement.

The Principal also confirms that the Services Milestones [have been met, and there have been no delays on the part of the Contractor as per the Times defined in accordance with *Annex C: Schedule of Services* and *Clause 4.4 of the Agreement*]

OR

[have not been met, and the following delays of the Service Milestones or the deadline to be met under Clause 4.4. are hereby being notified to the Contractor: in total [●] days [TO BE FILLED IN BY THE PRINCIPAL] (the "**Delay**"). Following the Delay, the total amount of Contractual Penalty as per Clause **Error! Reference source not found.** is [●] EUR ([●] Euros).]

Additionally, the Principal certifies that all the necessary authorisations for the acceptance of the Deliverable have been duly received.

Signatures:

For and on behalf of the Principal

For and on behalf of the Contractor

[●]

[●]