

AMENDMENT No.1

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

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-2021-21

Procurement procedure No. RBR 2020/19

This Amendment No.1 ("**Amendment**") has been entered into on the date and time of last secure electronic signature added and the time stamp 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 ANONIM SIRKETI**, a company duly incorporated and operating under the laws of Turkey, registration number: 38861, registered address: Birlik Mahallesi 450. Cad. No 23 (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 11 December 2020, and Power of Attorney issued by **YUKSEL PROJE ANONIM SIRKETI**,
- (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 1 (one) Management Board Member on the basis of RB Rail AS Regulations on Representation Rights dated 11 April 2022, acting in the name and on behalf of
- (3) **MINISTRY OF TRANSPORT OF THE REPUBLIC OF LATVIA**, registration number: 90000088687, registered address: Gogoļa iela 3, Riga, LV-1743, Latvia ("**Beneficiary**"),
who are collectively referred to as the "**Parties**" and separately – as "**Party**".

WHEREAS:

- (A) The Parties have signed the Contract on Design Review Services and Design Expertise Services for Rail Baltica Railway Project in Latvia ("**Contract**") dated 23 April 2021;
- (B) The Parties have exchanged correspondence on a Variation with respect to additional scope of the Services related to the Combined Daugava bridge and related road infrastructure ("**Additional Services**");
- (C) The Parties wish to reflect the abovementioned Variation in the Contract and make certain minor administrative changes in the Contract;
- (D) Pursuant to Article 61 of the Public Procurement Law, 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 Public Procurement Law, or (c) the value of the contract is increased but it falls below the thresholds prescribed under Article 61(5) of the Public Procurement Law;
- (E) The value of the abovementioned Variation falls below the thresholds prescribed under Article 61(5) of the Public Procurement Law, and the other amendments introduced by this Amendment are not substantial, thus the amendments covered under this Amendment are permitted under the Public Procurement Law;

NOW, THEREFORE, the Parties hereby enter into this Amendment on the following terms and conditions:

1. The scope and other details of the Additional Services is determined in the correspondence of the Parties prior to this Amendment. As a result of the Additional Services, the Contract Fee for Vangaži - Salaspils – Misa DPS3 milestone (i) has been agreed to increase by EUR 59,938.56, VAT exclusive, and (ii) thus shall in aggregate be in the amount of EUR 180,842.56, VAT exclusive.
2. The Parties have identified a miscalculation in Annex 5 of the Contract. In particular, the values under the column "*Service Module Fees for the specific Design priority section within the Project's design section, excluding value added tax in the Republic of Latvia*" are not in line with the percentages described in

column "*Allocation of the Contract Fee*" in the Procurement documentation. The respective miscalculation is agreed to be rectified.

3. Considering the above (Clause 1 and Clause 2 of this Amendment), the Parties agree to:
 - (a) in Clause 7.1 of the Contract to replace "EUR 2'418'080 (two million four hundred eighteen thousand eighty *euro*)" with "EUR 2,478,018.56 (two million four hundred seventy eight thousand eighteen *euro* and 56 cents)";
 - (b) replace Annex 5 of the Contract with the updated version of Annex 5 of the Contract as attached in **Annex 1** to this Amendment.
4. The Parties have identified a technical error in the Contract that have occurred during the printing of the Contract prior to its signing. In this respect, the Parties agree to:
 - (a) replace "Clause 0" with: (i) "Clause 3" in the third sentence of Clause 8.1, Clause 8.2, Clause 9.1 and Clause 14.5 of the Contract, (ii) "Clause 4" in Clause 1.1.22 of the Contract, (iii) "Clause 5" in Clause 1.1.15 of the Contract, (iv) "Clause 6" in Clause 1.1.14, in the second sentence of Clause 8.1 and Clause 8.6 of the Contract; (v) "Clause 8" in Clause 3.1.1 of the Contract, (vi) "Clause 9" in Clauses 1.1.2, 1.1.26, 3.1.2, 3.1.3 and 7.5.1 of the Contract, (vii) "Clause 12" in Clause 2.5 of the Contract, (viii) "Clause 17" in Clause 17.2 of the Contract, (ix) "Clause 20" in Clause 1.1.38 and Clause 20.7.2 of the Contract, and (x) "Clause 25" in Clause 2.13 of the Contract;
 - (b) the heading of each Clause shall be considered to have the same number as the Clauses following such heading, or as otherwise can be determined based on the sequence of the numbering of such headings (for instance, Clause with the heading "DEFINITIONS AND INTERPRETATION" shall be considered as "Clause 1", Clause with the heading "SUBJECT MATTER OF THE CONTRACT" shall be considered as "Clause 2", etc.).
5. Considering that the representatives of the Parties named in the Contract have changed, the Parties agree to restate Clause 23.1 as follows:

"23.1. Any notice or other communication under the Contract must be in English and in writing (which, for the purposes of this Contract, includes e-mail, but not fax) and must be addressed as set out below in writing:

	<i>The Principal's Representative</i>	<i>ESP's Representative</i>
<i>Name, surname, Title Entity</i>		
<i>Address</i>		
<i>Email</i>		

6. In the list of the Parties (page 2 of the Contract) and Clause 27 (DETAILS OF THE PARTIES) (under the "Details of the Principal") to replace the address of the Principal to "Satekles iela 2B, Riga, Latvia, LV-1050".
7. In Annex 4 of the Contract, it has been agreed to replace "_____" with "_____".
8. This Amendment shall become an integral part of the Contract.
9. 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.
10. Signatures of the Parties:

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

THE PRINCIPAL (FOR ITSELF AND ON BEHALF OF THE BENEFICIARY):

 Marc-Philippe El Beze
 RB Rail AS Management Board Member

ESP:

 Alfredo Ingletti
 Chairman of 3TI PROGETTI ITALIA – INGEGNERIA INTEGRATA S.p.A.

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