

## Variations No.1

### TO THE AGREEMENT FOR IDENTIFICATION OF UNEXPLODED ORDNANCE AND GEOTECHNICAL WORKS IN THE FORMER CEKULE MILITARY AREA

Riga, Latvia

Agreement registration No. **1.19/LV-2021-38**

Procurement procedure No. **RBR 2021/10**

These variations No.1 ("**Variations**") has been entered into on the date indicated on the timestamp of the last signature of the Party 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 Chairperson of the Management Board and acting CEO Agnis Driksna acting on the basis of the Regulation on Representation Rights, dated 11 April 2022,

**Ministry of Transport of the Republic of Latvia**, registration No 90000088687, registered address at Gogoļa iela 3, Riga, LV-1050, Latvia (the "**Beneficiary**"), represented by RB Rail AS, a joint stock company registered in the Latvian Commercial Register registration No 40103845025, legal address at Satekles iela 2b, Riga, LV-1050, Latvia, on the basis of Clause 3.2.2.(e) and 3.3.1 of the Agreement on Contracting Scheme for the Rail Baltic / Rail Baltica, in effect as of 30 September 2016,

and

**SIA "Intergeo Baltic"**, a limited liability company registered in the Latvian Commercial Register under registration number with 40103884728, having its registered address at Katrinas dambis 14-302, Riga, LV-1045 (the "**Contractor**"), represented by Edgars Danefelds acting on the basis of Commercial Power of Attorney No P/3-2022, dated 7 March 2022,

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

WHEREAS:

- (A) The Parties have signed the Agreement for identification of unexploded ordnance and geotechnical works in the former Cekule military area ("**Agreement**") on 26 July 2021;
- (B) Clause 2.13. (e) of the Agreement provides that Variations may be issued in respect of implementation of any amendments to the Agreement as initiated or approved by the Principal during the provision of the Services during the Project implementation which are necessary due to such reasons which the Principal or the Beneficiary could not foresee in advance;
- (C) Clause 7.2. of the Agreement provides that if the Services (or any part thereof) are impeded or delayed by the Principal, the Beneficiary or any third party engaged by the Principal so as to increase the duration of the Services, the Contractor shall inform the Principal of the circumstances and probable effects of such impediment or delay upon the agreed schedule of Services, and the duration of the Services shall be increased, and any Services Milestones affected by the impediment or delay shall be extended accordingly;
- (D) On 14 December 2021 the Contractor submitted a letter No. 14/12/21-CMZ on the delay caused by Ministry of Defence and the Environmental state service;
- (E) On 16 February 2022 the Contractor submitted a letter No. 16/02/22-CMZ on the delay caused by unexpected geological conditions and necessity to perform more advanced and deeper drilling works and testing than standard core drillings provided in the technical specification of the Agreement and asked to the extend the submission deadline for the final Report on Geotechnical Investigation result till 15 May 2022;
- (F) The Principal has reviewed the information provided by the Contractor and found that delay has been caused by reasons which the Principal or the Beneficiary could not foresee in advance and is not attributable to the Contractor, thus, the final Services Milestone shall be extended;

NOW, THEREFORE, the Parties hereby agree on amend the Agreement as follows:

1. In Clause 2 of Annex C to the Agreement (Schedule of Services) replace words "CD + twenty-six (26) weeks" with words "15 May 2022".
2. No additional financial remuneration shall be provided.
3. Other Agreement conditions which are not affected by Variations shall remain unchanged.
4. Variations shall enter into force on the day when they are mutually signed by Parties.
5. From the conclusion of Variations, they shall become an integral part of the Agreement. All terms and definitions used in Variations shall have the same meaning as the same terms and definitions used in the Agreement, unless provided otherwise herein. Variations are 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.
6. Signatures of the Parties:

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

The Principal (for itself and on behalf of the  
Beneficiary):

Chairperson of the Management Board:  
Agnis Driksna  
RB Rail AS

For and on behalf of the Contractor:

Authorized representative:  
Edgars Danefelds  
SIA "Intergeo Baltic"

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