

1. Amendment to Supply and Installation Agreement, Maintenance and Service Agreement and Preliminary Works Letter

as of

between

Nordex Energy SE & Co. KG

A German private limited partnership having its registered office at Langenhörner Chaussee 600, 22419 Hamburg, Germany, registered at the Hamburg local court under HRA 126373; represented by the general partner Nordex SE, having its registered office at Langenhorner Chaussee 600, 22419 Hamburg, Germany, registered at the Rostock local court under HRB 11500.

- hereinafter called "CONTRACTOR" -

and

UAB „VVP Investment“

A Lithuanian private limited liability company having its registered office in Žvejų gatvė 14, 09310 Vilnius, entered into the Registry of Legal Persons of Republic of Lithuania under company code 302661590, VAT payer ID LT100007781113

- hereinafter called „EMPLOYER" -

and

Nordex Lithuania GmbH

A German private limited liability company having its registered office at Langenhorner Chaussee 600, 22419 Hamburg, Germany, registered at the Hamburg local court under HRB 164507;

- hereinafter called "NEW CONTRACTOR" -

- the CONTRACTOR, EMPLOYER and NEW CONTRACTOR hereinafter referred to together as the "Parties" or individually as a "Party"

concerning

the assignment of the Supply and Installation Agreement, Maintenance and Service Agreement and Preliminary Works Letter for a windpark project in in Mažeikiai district, Lithuania.

Preamble

Whereas, the CONTRACTOR and EMPLOYER entered into a supply and installation agreement dated November 23., 2020 for the supply and installation of eight (8) N149/4500 TS 155 and six (6) N149/4500 TS 145 wind turbine generators ("WTG") for a windpark project of EMPLOYER in Mažeikiai district, Lithuania ("SIA");

Whereas, the CONTRACTOR and EMPLOYER entered into a preliminary works letter dated November 23., 2020 for the delivery of foundation designs for the aforementioned WTG and optional delivery of anchor cages for the aforementioned WTG before Closing under the SIA has been achieved ("PWL");

Whereas, the CONTRACTOR and EMPLOYER entered into a maintenance and service agreement dated November 23., 2020 for the maintenance and service for the aforementioned WTG ("MSA");

Whereas, the CONTRACTOR has been selected by the EMPLOYER by means of public procurement having evaluated *inter alia* qualification capacities of the CONTRACTOR in accordance to relevant procurement documents;

Whereas, CONTRACTOR wishes to assign all rights and obligations under the SIA, PWL and MSA to the NEW CONTRACTOR regarding clause 20.2 of the SIA and clause 17.2 of the MSA;

Whereas, the EMPLOYER has been provided with documents named in clause 20.2 of the SIA and clause 17.2 of the MSA, justifying that NEW CONTRACTOR'S compliance with qualification requirements is sufficient;

Whereas, NEW CONTRACTOR and EMPLOYER wishes to accept the assignment;

Now, therefore, the Parties hereto agree as follows:

1. Assignment

1.1. The Parties hereby agree that CONTRACTOR has assigned all its rights and obligations under the SIA, PWL and MSA to NEW CONTRACTOR effective ~~[DATE OF DELIVERY OF ASSIGNMENT LETTER]~~. 12TH JANUARY 2021.

NEW CONTRACTOR hereby accepts the assignment and agrees to be bound by all provisions of the SIA, PWL and MSA.

EMPLOYER hereby gives consent to the assignment.

- 1.2. Upon effective date of this assignment the CONTRACTOR shall be released from any obligation under the agreements and NEW CONTRACTOR shall assume all rights and obligations of CONTRACTOR under the agreements.

2. Miscellaneous

- 2.1. Except as expressly provided otherwise in this Amendment, the provisions of the respective contract shall remain unaltered and shall continue to apply unchanged.
- 2.2. Any amendments to this Amendment must be made in writing. This shall also apply for a waiver of the written form.
- 2.3. This Amendment and any non-contractual obligations arising out of or in connection with it shall be construed, enforced and performed in accordance with the laws of Lithuania without reference to conflict of laws principles. The rights and obligations of the Parties in connection with this Agreement and any purchase of the WTG Equipment or other goods delivered shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 2.4. Should any provisions of this Amendment be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Amendment shall not be affected thereby. The invalid or unenforceable provisions shall be deemed to be substituted by suitable and equitable provisions which, to the extent legally permissible, come as close as possible to the intent and purpose of the invalid and unenforceable provisions. The same shall apply for gaps in this Amendment.
- 2.5. This Amendment No. 1 to the SIA, PWL and MSA has been made in three copies, one for each party.

[Signatures on next page]

