

**TENDER GUARANTEE NO. 5**

Contracting entity: Litgrid AB
Viršuliškių g. 99B
05131 Vilnius
Lithuania

Tenderer: Empower-Fidelitas UAB, Motoru St. 4, 02190 Vilnius, Lithuania and
Empower AS, K.A. Hermannii 8A, 10121 Tallinn, Estonia,
working together according to Joint Venture Agreement No. 2020-08-03/2.

Tender date: 21 August, 2020

Tender invitation specified: 330 kV viengrandės OL Jurbarkas-Bitėnai rekonstravimo ir dvigrandę darbai

Maximum amount of the
guarantee: EUR 100.000,00 (onehundredthousand 00/100 Euros)

Expiry date 23 January, 2021

We have been informed of the above specified tender invitation and we understand that, according to the terms of the invitation, the tender must be supported by a tender guarantee.

We hereby unconditionally and irrevocably undertake to pay to the Litgrid AB ("Contracting Entity") the amount not exceeding in total the above mentioned maximum amount of the guarantee within ten days from the date of receipt of the first written request of the Contracting Entity without the need for the Contracting Entity to substantiate his requirements, but stating any of the following:

- I. The required amount is due to him because of the Tenderer's actions in accordance with one or more of the conditions specified in Clause 11.2 of the Terms and Conditions of Tender and listing these conditions.
- II. Upon the deadline for submission of Tenders, during the validity period of the Tender, the Tenderer recalls or modifies his Tender;
- III. At the request of the Contracting Entity, the Tenderer has not corrected the arithmetic errors observed in the Tender and/or failed to explain the Tender via CVP IS electronic means.
- IV. At the request of Contracting Entity, the Tenderer - possible winner shall not submit the documents certifying its compliance with the qualification requirements specified in Annex 5 of the Terms and Conditions of Tender;
- V. The Tenderer who has been offered to conclude a Purchase Contract refuses to conclude it by CVP IS electronic means or fails to submit guarantee of performance of the Purchase Contract and the Civil Liability Insurance Policy of a designer as well as a list of managers as set out in the Purchase Documents.
- VI. The Tenderer does not sign the Purchase Contract or refuses to conclude it before the time fixed by the Contracting Entity under the conditions specified in the Procurement Documents.

This guarantee is neither assignable nor transferable.

This guarantee shall expire at the latest on the above expiry date. On or before that date all claims must be presented to us in writing (by registered mail, courier service or authenticated swift) in order to be taken into consideration. Upon expiry this guarantee shall be considered null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective. If the expiry date falls on a non-banking day in Finland, claims must reach us on the first banking day after such expiry date.

OP Corporate Bank plc

P.O.Box 308
FI-00013 OP
FINLAND

Visiting address
Gebhardinaukio 1
00510 HELSINKI

Telephone +358 10 252 010
guarantees@op.fi
op.fi

Business ID 0199920-7
Reg. Office Helsinki
SWIFT OKOYFIHH



This guarantee shall be governed and construed according to the laws of Finland and shall be subject to the jurisdiction of Finnish courts.

Any written communication shall be delivered to OP Corporate Bank plc, Trade Finance, Gebhardinaukio 1, FI-00510 Helsinki, Finland or mailed to our address: P.O. Box 308, FI-00013 OP, Finland.

This guarantee replaces and covers the guarantee no. _____ 7 dated 12 August 2020 and is the only one valid in this connection.

Helsinki, 17 September 2020

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