

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

as of

between

UAB Nordex Lithuania

A Lithuanian private limited liability company having its registered office at Vito Gerulaičio g, 10-101 LT-08200 Vilnius, Lithuania, entered into the Registry of Legal Persons of Republic of Lithuania under company code 305857199

- hereinafter called "CONTRACTOR" -

and

UAB „VVP Investment“

A Lithuanian private limited liability company having its registered office in Laisvės av. 10, 04215 Vilnius, entered into the Registry of Legal Persons of Republic of Lithuania under company code 302661590, VAT payer ID LT100007781113

- hereinafter called „EMPLOYER“ -

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

concerning

the confirmation of the transfer 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 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") with the Nordex SE & Co KG ("NORDEX");

Whereas, the 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") with NORDEX;

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

Whereas, the SIA, PWL and MSA have been transferred from NORDEX to Nordex Lithuania GmbH by way of universal succession in accordance with applicable German law on the conversion of companies;

Whereas, the NORDEX and the EMPLOYER agreed to assign all rights and obligations under the SIA, PWL and MSA in addition to the universal succession to the Nordex Lithuania GmbH with the 1. Amendment to Supply and Installation Agreement, Maintenance and Service Agreement and Preliminary Works Letter dated 3 of February, 2021;

Whereas, the Nordex Lithuania GmbH has been merged by way of a cross-border merger in accordance with applicable German and Lithuanian law on the merger of companies with the CONTRACTOR and with the merger becoming effective, all assets and liabilities of Nordex Lithuania GmbH have moved to CONTRACTOR by law and Nordex Lithuania GmbH ceased to exist.

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

Whereas, CONTRACTOR and EMPLOYER wish to confirm that all rights and obligations under the SIA, PWL and MSA have been transferred to CONTRACTOR (the conditions in Clause 20.1 of the SIA and Clause 17.1 of the MSA have been fulfilled) given that the documents justifying CONTRACTOR'S compliance with qualification requirements, set in relevant procurement documents, have been met;

Now, therefore, the Parties hereto agree as follows:

1. Transfer of rights and obligations

- 1.1. The Parties hereby agree that all rights and obligations under the SIA, PWL and MSA have been transferred to CONTRACTOR with the merger effective 21.12.2021 and confirm the transfer with the date of mutual signing of this agreement.

CONTRACOR hereby accepts to be bound by all provisions of the SIA, PWL and MSA.

EMPLOYER hereby gives consent to the transfer.

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. 2 to the SIA, PWL and MSA has been made in two copies, one for each party.

_____ 2022
UAB Nordex Lithuania

_____ 2022
UAB „VVP Investment“

Name, Position *Signature*

Name, Position *Signature*

Name, Position *Signature*

Name, Position *Signature*