

28.07.2020

**UAB KAUNO KOGENERACINĖ JĖGAINĖ
KAUNAS CHP PLANT
MAIN CIVIL WORKS
AMENDMENT No. 3 TO CONTRACT**

This Amendment No. 3 to Contract S-2018-SUT-7 dated 7.5.2018 is made on the 27th of July 2020 between UAB Kauno kogeneracinė jėgainė as the Client and Panevėžio statybos trestas AB as the Contractor together referred to as "the Parties".

Taking into consideration that:

- (a) Chapter 6 of the General Conditions for Building Contracts YSE 1998 allows to modify signed contract;
- (b) Article 97(1(2)) of the Law on Procurements Carried out in the fields of Water management, Energetics, Transport or Postal services allows to acquire additional works, goods or services without carrying out separate public procurement where certain conditions prescribed by the Law are met;
- (c) During implementation of the Contract the Parties to the Contract discovered a need to proceed with additional quantities of works not foreseen in initial contract but necessary in order to complete the Contract as intended;
- (d) Under Clause 13 of the Contract, in case actual and undisputed estimate of Works under the Contract exceeds Total Contract Price, the parties to the Contract shall seek for a solution to finalize the Works in accordance to Project schedule, including (but not limited to) entering additional contractual arrangements.

the Parties have agreed mutually that original Section 13 of the Contract S-2018-SUT-7 shall be replaced of follows:

"13 Contract price (YSE 39§)

The Contract is a unit price contract with fixed cost part.

The Contract Price is 27 999 909,00 € without value-added tax, and value-added tax of 21% totals 5 879 980,89 €, adding up to a total of 33 879 889,89 €.

The Contract Price consist of unit price part being 24 051 309,00 € without value-added and fixed costs part being 3 948 600,00 € without value-added.

The Final Contract Price will be comprised of the completed units (quantities of works) and the corresponding unit prices and additional works ordered during contract period plus fixed costs part specified above.

*Total Contract Price under this Contract shall not exceed **39.818.096,54** EUR without VAT. Total Contract Price under this Contract shall mean the maximum total amount that the Client is entitled to pay to the Contractor for the Works as amended by modifications, changes and additional works order (as permitted by this Contract and the applicable laws and regulations). In case actual and undisputed estimate of Works under this Contract exceeds Total Contract Price, the parties to the*

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Contract shall seek for a solution to finalize the Works in accordance to Project schedule, including (but not limited to) entering additional contractual arrangements.

See appendix 1, Section 6.1"

All other provisions of the original Contract remain unchanged.

This Addendum No. 3 to the Contract shall enter into force on the day when the last Party signs it as indicated below.

Signatures

There are two identically worded copies of this Agreement, one for each party.

Place, Karlsruhe Date, 29.07.2020