

**AMENDMENT No. 1  
TO ENGINEERING SERVICE AGREEMENT  
FOR COMBINED HEAT AND POWER PLANT IN  
VILNIUS**

**between**

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**UAB VILNIAUS KOGENERACINĖ JĖGAINĖ**  
**(“the Client”)**

**and**

**ÅF-CONSULT LTD,  
AF-CONSULT UAB,  
ÅF-CONSULTING AS**  
**(“the Engineer”)**

*No. VKJ-5-2018-10*

**26<sup>th</sup> of January, 2018**

This Amendment to the Agreement is made on 26<sup>th</sup> of January, 2018 between:

**JSC “VILNIAUS KOGENERACINĖ JĖGAINĖ”**, legal entity code 303782367 registered at Žvejų str. 14, LT-09310 Vilnius, Lithuania, represented by Mr. Saulius Barauskas, Chief Executive Officer (hereinafter called “the Client”) of the one part,

and

**ÅF-CONSULT LTD**, entity code 1800189-6, address: Bertel Jungin aukio 9, 02600 Espoo, Finland,

**AF-CONSULT UAB**, entity code 135744077, address: Lvovo str. 25, LT-09320 Vilnius, Lithuania,

**ÅF-CONSULTING AS**, entity code 10449422, address: Akadeemia tee 21/3, Tallinn, Estonia, (hereinafter jointly called “the Engineer”) represented by ÅF-CONSULT LTD Managing Director, Jari Leskinen, acting pursuant Articles of Association and Joint operating agreement concluded on 14th of June, 2016,

**Whereas:**

- (i) The Engineer upon a written request of the Client has undertaken to provide Exceptional Services, i. e. tasks which are not explicitly included in the Engineer’s scope of Services under the Agreement and were unforeseen and unexpected at the moment of concluding Agreement, but appears to be necessary for achievement of Engineer’s objectives under this Agreement;
- (ii) New Law on procurement performed by procuring organizations of water management, energy, transport and postal services fields (hereinafter – Procurement Law) came into force since 1<sup>st</sup> of July 2017;
- (iii) The new Procurement law requires the public contracts to explicitly determine services and / or goods to be purchased under the contract, i.e. Agreement must provide for what type of services are considered as the Exceptional Services;
- (iv) The Parties therefore now wish to amend the Agreement as set out in this amendment (hereinafter – Amendment Agreement).

**The Client and the Engineer agree as follows:**

1. Unless specified otherwise terms defined in this Amendment Agreement have the same meaning as in the Agreement.

2. The Parties agree to supplement clause 3.2 of the Particular conditions of the Agreement adding the fourth paragraph to this clause:  
“Market survey(s) in order to determine and give recommendations to the Client concerning the cost of variation to the EPC Contract price regarding the omission of Works (i. e. refused works) shall be considered as Exceptional Services. Market surveys shall be performed following the provisions of Methodology for Determination of Pricing Rules approved by Public Procurement Office Director (valid version). Together with the determined cost of a particular variation the Engineer shall also provide the Client the documents on the basis of which the cost of variation was determined, i. e. the copies of inquires sent to the suppliers, the copies of suppliers’ proposals, evaluation of the proposals received, the reasons why particular proposals have been rejected, presentation of the methods which were used to determine the cost of variation.”.
3. The Engineer shall ensure that the determined costs of a variation are reasonable and in line with the Methodology for Determination of Pricing Rules approved by Public Procurement Office Director (valid version) and are based on sufficiently detailed documents. All the suppliers shall receive the same inquires (supplements to the Engineer’s inquires) for the same variation.
4. The parties agree that the market survey shall be completed by the Engineer and the costs of a particular variation as well as supporting documents as stated in the clause 2 of this Amendment Agreement shall be presented to the Client within 28 (twenty eight) days after the Client’s approval of the Engineer’s advance estimation as set in Appendix 4 – *Remuneration and payment* to the Agreement, in case of complex and exceptional variation cases – within such other period as may be proposed by the Engineer and approved by the Client . If the Client does not approve the extension of the deadline, the Engineer shall provide the services within the terms prescribed above.
5. Except as set forth in this Amendment Agreement the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment Agreement and the Agreement, the terms of this Amendment Agreement shall prevail.
6. The date from which the Amendment Agreement comes into force shall be held the day which was when last Party signed the Amendment Agreement.

**In Witness** whereof the Parties hereto have caused this Amendment Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized Signature on behalf of  
the Client

Saulius Barauskas

(signature)

Authorized signature on behalf of  
the Engineer

Jari Leskinen

(signature)

