



**ANCILLARY AGREEMENT ON 6PS-2026-45
AMENDMENT OF THE DESIGN SERVICES CONTRACT NO. 6PS-25-177 OF 2025-10-30**

Vilnius, _____ 2026

Joint stock company Lithuanian Airports, address of the registered office Rodūnios kelias 10A, Vilnius, Lithuania, legal entity code 120864074, represented by CEO Simonas Bartkus acting in accordance with the of company's articles of association (hereinafter – the **Client**),
and

Zaha Hadid Limited, address of the registered office 101 Goswell Road, London, EC1V 7EZ, United Kingdom, legal entity code 3749443, represented by Ludovico Lombardi, Director, acting under power of attorney (hereinafter – the **Service Provider**),

The Client and the Service Provider are hereinafter jointly referred to as the **Parties** and each of them separately as the **Party**, having taken into consideration that:

A) The Parties concluded Contract No. 6PS-25-177 (hereinafter - the **Contract**) on 30 October 2025 for the design services of the Vilnius Airport Arrivals Terminal (hereinafter – **the Services**). Under the Contract, the Service Provider undertook to provide the Services specified therein within the time limit set out in the Contract and to remedy any defects in the Services (if any), while the Client undertook to duly accept the properly provided Services in accordance with the procedure established in the Contract and to pay the Service Provider the price stipulated in the Contract;

B) Clause 20.3 of the General Terms and Conditions of the Contract (hereinafter - **GTC of the Contract**) provides that *upon conclusion of the Contract, but no later than the commencement of the Contract, the Service Provider shall notify the names of the subcontractors known to it at the time of the entry into force of the Contract, their representatives, and their contact details. The Service Provider shall be obliged to inform of any changes to the above information throughout the performance of the Contract, as well as of any new subcontractors it intends to use subsequently during the performance of the Contract. The Client shall have the right to require the Service Provider to provide documentation from the Subcontractor to substantiate compliance with the requirements for Subcontractors set out in the Procurement documents and to require the Subcontractor to refuse to provide the services of the Sub-Provider and/or to replace the Subcontractor in the event of non-compliance;*

C) Clause 20.4 of GTC of the Contract provides that *if the Service Provider intends to use subcontractors whose capabilities it relies on, or who would not be subject to verification of compliance with the qualification requirements and the absence of grounds for exclusion under the Contract Documents, such use of subcontractors shall be documented in writing in a Contract Modification Agreement to be concluded by the Parties;*

D) By a letter dated 28 January 2026, the Service Provider informed the Client of its intention to replace certain economic operators on whose capacities it had previously relied. Instead of relying on the capacities of Tyrens Lietuva JSC and Hilson Moran Partnership Limited for the performance of the Contract, the Service Provider intends to rely on the capacities of the replacement economic operator, 2L Architects, UAB;

E) The newly engaged economic operator fully complies with all requirements applicable to it under the procurement documents and the Contract;

F) Point 1 of Part 1 of Article 97 of the Law on Procurement by Contracting Entities acting in the Field of Water Management, Energy, Transport or Postal Services (hereinafter referred to as the **PL**) provides that a procurement contract may be modified during its term without a new procurement procedure where such modification, irrespective of its monetary value, was clearly, precisely, and unequivocally formulated in advance in the procurement documents and in the Contract;

The Parties, in accordance with Point 1 of Part 1 of Article 97 of the PL, clauses 20.3 and 20.4 of GTC of the

Contract have concluded this Agreement (hereinafter - **Agreement**) and have agreed on the following:

1. To engage a new economic operator – **2L Architects, UAB** – whose capacities will be relied upon in place of the following economic operators: Tyrens Lietuva JSC and Hilson Moran Partnership Limited.
2. The Agreement is valid from the moment it was signed. The date of signature of the Agreement shall be deemed to be the date on which the Agreement is signed by both Parties. If the Parties have signed the Agreement on different dates, the date of signature of the Agreement shall be the date on which the Agreement is signed by the last of the Parties. If only one of the Parties has indicated the date of signature of the Agreement, both Parties shall be deemed to have signed on the same date.
3. Other provisions of the Contract not mentioned under this Agreement shall remain unchanged and the Parties shall confirm the obligations arising therefrom.
4. This Agreement is an integral part of the Contract.
5. The Agreement is made up of two equally authentic copies, one for each Party. The Agreement in electronic form shall be sign in a single copy by means of a qualified electronic signature.

CLIENT

Joint stock company Lithuanian Airports

CEO Simonas Bartkus

(signature)

Date of signature/

SERVICE PROVIDER

Zaha Hadid Limited

Director Ludovico Lombardi

(signature)



Date of signature/

Digitally signed by
Ludovico Lombardi
Date: 2026.02.13
18:09:47 GMT