

14.08.2017

**ORGALIME TURNKEY CONTRACT FOR INDUSTRIAL WORKS
ADDENDUM NO. 1 TO THE CONTRACT REGARDING PROJECT
KAUNAS
WASTE FIRING BOILER PLANT WITH AUXILIARIES**

CONTRACTOR		PURCHASER	
Name and address Standardkessel Baumgarte GmbH Senner Str. 115, 33647 Bielefeld Germany		Name and address UAB Kauno kogeneracinė jėgainė Aguonų str. 24 LT-03212 Vilnius Lithuania	
VAT-number DE 813165378		VAT-number LT100009225616	
Telephone +4952194060	Telefax	Telephone +370 68750785	Telefax
E-mail DGenth@standardkessel-baumgarte.com		E-mail Ramunas.Paskauskas@kkj.lt	
Reference Dettef Genth		Reference Mr. Ramūnas Paškauskas	

RECITALS

Whereas:

- (a) The Purchaser and Baumgarte Boiler Systems GmbH (**“Former Contractor”**) have entered the contract regarding design, manufacture and construction of waste fired boiler plant with auxiliaries for the purposes of Kaunas CHP Project (**“the Contract”**) on 15 03 2017;
- (b) The Former Contractor has been selected by the Purchaser by means of public procurement having evaluated *inter alia* technical and financial capacities of the Former Contractor in accordance to relevant procurement documents;
- (c) On 26 07 2017 the Purchaser has been informed by the Contractor that due to intra-group merger between the Former Contractor and other entity of Standardkessel group the Former Contractor transferred its entire assets including all rights and obligations to the Contractor by way of universal succession and Former Contractor has ceased his activities by way of dissolution without liquidation;
- (d) Sub-point b of the point 4 of the part 1 of the Article 97 of the Law on public procurements carried out by the water supply, energy, transport or post services field allows to amend a contract by changing an initial supplier in case of its' reorganization, liquidation, restructuring or bankruptcy;
- (e) The Purchaser has been provided with relevant documents justifying that Contractor's compliance with qualification requirements including financial standing and technical capacities are at least equal to those of Former Contractor;

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(f) The parties to the Contract intend to continue execution of the Contract as it was originally agreed between the Former Contractor and the Purchaser.

Therefore, the Parties have entered this Addendum to the Contract and agreed as follows:

1 CHANGE OF THE CONTRACTOR

Hereby, the Purchaser and the Contractor confirm and agree - without prejudice to the universal succession mentioned in Recital (c) - that, from the day of signing hereof, the Contractor has taken over all rights and obligations of the Former Contractor in accordance to the Contract and relevant regulations.

2 OTHER PROVISIONS

2.1. All other provisions of the original Contract remain unchanged.

2.2. This Addendum No. 1 to the Contract shall enter into force on the day that both Parties sign it as indicated below.

3 COUNTERPARTS, SIGNATURES AND ANEXES

3.1. This Addendum No. 1 to the Contract has been made in two copies, one for each party.

3.2. Following shall be annexed and form an integral part of this Addendum No. 1:

3.2 (a) Documents proving Contractor's Compliance to qualification requirements

Place/Date

Vilnius, 14/08/18

UAB Kauno kogeneracinė jėgainė

Place/Date

*DUISBURG
Bielefeld, 14.08.2017*

**Standardkessel Baumgarte
GmbH**

 **JFE Engineering Group**
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