



## BOARD DECISION

11 December 2019 No. 21

Vilnius

AB Amber Grid (company code 303090867) Board, acting in accordance with the Republic of Lithuania Civil Code Art. 2.90 part 4, the Company's Articles of Association Paragraph 38 (viii), the Republic of Lithuania Company Law Art. 25 part 3, hereby decides as follows:

### **1. Conclusion of the contract for the construction of the gas interconnection between Lithuania and Poland (GIPL) and approval of the main terms of this contract**

1. To conclude a contract for the construction work of GIPL and to approve the material terms of the contract:

- The Object of the Contract – Construction work on the GIPL part of the Republic of Lithuania;
- The Scope the Contract – Gas pipeline about 165 km long, 700 mm diameter, from the Lithuanian border with Poland to Jauniūnai gas compressor station, including gas metering and pressure limiting station in Marijampolė district, technical parameters: maximum design pressure - 5.4 MPa, except 17 km a section from the state border to a gas metering and pressure limiting station with a maximum design pressure of 8.4 MPa;
- Contractor- UAB Alvora and UAB Šiaulių dujotiekio statyba, operating on the basis of a joint venture agreement;
- Cost – 79.850.817,00 Eur excluding VAT.

The contract price is subject to change:

- by recalculating the price every 12 months of the Contract, if the annual change in the construction cost index of engineering networks (excluding sewage disposal) published by Statistics Lithuania on the conversion day is more than 5 per cent compared to the index published on the day of signing the Contract. By multiplying the Work rates set in the tender by a conversion factor calculated by dividing the current month's price index for the current year by the price index for the corresponding month of the previous year;
- if it becomes apparent that the work will actually require more archaeological research than specified in the Company's specifications, at the rates of the relevant archaeological survey specified in the contractor's proposal;
- due to circumstances beyond the control of the Parties which, at the time of the Contractor's submission, could not reasonably

- have been foreseen, controlled or assumed by the Parties;
  - If the Company abandons the works, the price shall be reduced by the value of the works to be indicated in the Contractor's tender;
  - Adjusting technical design solutions by applying the rates specified in the Contractor's proposal.
- Payment procedure - payment for work actually and qualitatively performed with the Contractor being paid once a month, on the basis of the Contractor's invoice, no later than 30 days after the receipt of the invoice;
- Enforcement of obligations - of at least 10% of the contract price excluding VAT.
- Term of validity of the contract - not specifically determined (until the contractual obligations are settled). The work is done in 4 steps according to the set schedule.

2. To authorize the General Manager of the Company or another person authorized by him to conclude a contract for the procurement of GIPL construction contract work.

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Board Chairman

Algirdas Juozaponis / signature /

Board Members:

Nerijus Datkūnas / signature /

Rimvydas Štilinis / signature /

Sigitas Žutautas / signature /