



Европейска инвестиционна банка  
Evropská investiční banka  
Den Europæiske Investeringsbank  
Europäische Investitionsbank  
Euroopa Investeeringispank  
Ευρωπαϊκή Τράπεζα Επενδύσεων  
European Investment Bank  
Banco Europeo de Inversiones  
Banque européenne d'investissement  
Banca europea per gli investimenti  
Eiropas Investīciju banka  
Europos investicijų bankas  
Európai Beruházási Bank  
Bank Ewropew tal-Investment  
Europese Investeringsbank  
Europejski Bank Inwestycyjny  
Banco Europeu de Investimento  
Banca Europeană de Investiții  
Evropska investičná banka  
Evropska investicijska banka  
Euroopan investointipankki  
Europeiska investeringsbanken

## **BY E-MAIL**

Tampereen Raitiotie Oy (the "**Borrower**")  
Ratapihankatu 39 C  
33100 Tampere, Finland  
*For the attention of: Pekka Sirviö, Chief Executive Officer*

copy to:  
City of Tampere (the "**Guarantor**")  
PL 487  
33101 Tampere, Finland  
*For the attention of: Janne Salonen, Finance Manager*

Luxembourg, 30 September 2020

JU/OPS-1/MB/JA/SM/jw N° 2020-1933

EIB – Corporate Use

**Subject: Tampere Tramway**

**Operation Number: 2016-0227; Contract Number: 86.136**

Finance contract between the European Investment Bank (the "**Bank**") and the Borrower dated 29 September 2017 (the "**Finance Contract**")

Guarantee agreement between the Bank and the Guarantor dated 29 September 2017 (the "**Guarantee Agreement**")

## **Amendment Letter N° 1**

Dear Sirs,

We refer to the Finance Contract. Unless the context otherwise requires or unless otherwise defined in this amendment letter (the "**Letter**"), terms defined in the Finance Contract and expressions used in the Finance Contract have the same meaning when used in this Letter.

### **1. AMENDMENTS TO THE FINANCE CONTRACT**

As from the Effective Date, the Finance Contract shall be amended as set out below.

**1.1.** The definition of "Final Availability Date" in the Finance Contract shall read as follows:

**"Final Availability Date"** means 29 March 2021.

**1.2.** The email address of the Bank in Article 12.1 (*Notices to either party*) of the Finance Contract shall read as follows:

Email: [contactline-86136@eib.org](mailto:contactline-86136@eib.org)

### **2. AMENDMENT TO THE GUARANTEE AGREEMENT**

As from the Effective Date, the Guarantee Agreement shall be amended as set out below.

The email address of the Bank in Article 11.1 (*Notices*) of the Guarantee Agreement shall read as follows:

Email: [contactline-86136@eib.org](mailto:contactline-86136@eib.org)



### 3. REPRESENTATIONS

The representations and warranties that are repeated under and pursuant to Article 6.11 (*General Representations and Warranties*) of the Finance Contract are deemed repeated (by reference to the facts and circumstances then existing) by the Borrower (i) on the date the Borrower countersigns this Letter and (ii) on the Effective Date.

### 4. CONTINUING GUARANTEE

The Guarantor confirms that it acknowledges the amendments under Article 1 (*Amendments to the Finance Contract*) of this Letter in relation to the Finance Contract and agrees to the amendment under Article 2 (*Amendment to the Guarantee Agreement*) of this Letter in relation to the Guarantee Agreement and it shall continue to guarantee any amounts due under the Finance Contract on the terms of the Guarantee Agreement until such time as: (i) all the Guaranteed Liabilities (as defined in the Guarantee Agreement) have been unconditionally and irrevocably paid or repaid in full under the terms of the Finance Contract; or (ii) the Guarantee Agreement expires on the terms thereof.

### 5. MISCELLANEOUS

- 5.1. Other than in accordance with Article 1 (*Amendments to the Finance Contract*) and Article 2 (*Amendment to the Guarantee Agreement*) of this Letter, no provision of this Letter shall restrict, limit, or in any other way amend any rights of the Bank under the Finance Contract and under the Guarantee Agreement.
- 5.2. This Letter is not (and shall not be deemed to be) a consent, agreement, amendment or waiver in respect of any terms, provisions or conditions of the Finance Contract or the Guarantee Agreement, except as expressly agreed herein. The Bank reserves any other right or remedy it may have now or subsequently.
- 5.3. The terms and conditions in the Finance Contract and the Guarantee Agreement are hereby confirmed and shall remain in full force and effect and the terms of this Letter shall be strictly interpreted and construed without prejudice to the Bank's rights and powers under the Finance Contract and the Guarantee Agreement.
- 5.4. The Bank issues this Letter acting in reliance upon the information supplied to the Bank by the Borrower until the date hereof in relation to such matters being true, complete and accurate. It shall be without prejudice to any rights which the Bank may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Letter or in relation to any such information not being true, complete and accurate, which rights shall remain in full force and effect.
- 5.5. The Borrower shall, at the request of the Bank and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Letter.
- 5.6. Article 11.3 (*Place of performance*), Article 12.1 (*Notices to either party*) and Article 12.2 (*Form of notice*) of the Finance Contract shall apply to this Letter *mutatis mutandis*.
- 5.7. This Letter and all matters, whether contractual or non-contractual, arising out of or in connection with it shall be governed by and construed in accordance with the laws of Finland and any dispute relating to it shall be submitted to the jurisdiction of Finnish courts, in the first instance the District Court of Helsinki (*Helsingin käräjäoikeus*).

### 6. EFFECTIVE DATE

This Letter shall take effect on the date (the "**Effective Date**") on which the Bank has received, in a form and substance satisfactory to it, this Letter duly signed by the Borrower and the Guarantor together with evidence that the execution of this Letter by the Borrower and the Guarantor has been duly authorised and that the person or persons signing this Letter on behalf of the Borrower and the Guarantor is/are duly authorised to do so. Such evidence must be provided by the Borrower and the Guarantor together with this duly signed Letter, unless it has been previously delivered to the Bank, or the Borrower and the Guarantor confirm in writing that no change has occurred in relation to the authority of the person or persons authorised to sign this Letter on behalf of the Borrower and the Guarantor.



**7. EXCHANGE OF DOCUMENTS SIGNED WITH QES**

- 7.1.** Each party confirms that it is its intention for this Letter to be executed upon exchange by each party with the other parties of electronic documents containing this Letter in a format of non-editable PDFs and signed by each party's authorised signatories with a qualified electronic signature in the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC ("**QES**").
- 7.2.** The return by each party of a PDF copy of this Letter signed with QES will constitute representation, confirmation, authorisation and undertaking by one party to the other parties that the relevant party approves the document (in the form attached to the email sent to the Borrower and to the Guarantor by the Bank).
- 7.3.** This Letter shall be deemed to have been delivered to the other parties when actually received in readable form and only if it is addressed to the following e-mail addresses:
- |                    |  |
|--------------------|--|
| for the Bank:      | e-mail address: ju-ops1-mb-secretaries@eib.org |
| for the Borrower:  | e-mail address: kirjanpito@tampere.fi          |
| for the Guarantor: | e-mail address: kirjanpito@tampere.fi          |

Yours faithfully,  
EUROPEAN INVESTMENT BANK

Agreed and accepted for and on behalf of  
**TAMPEREEN RAITIOTIE OY**  
as Borrower

Agreed, accepted and acknowledged for and on behalf of  
**CITY OF TAMPERE**  
as Guarantor