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| **LITGRID AB**Code 302564383Registered seat address Karlo Gustavo Emilio Manerheimo g. 8, Vilnius, LithuaniaData on the company are collected and stored in the Register of Legal Entities(hereinafter referred to as the ‘Company’) |

**GENERAL BALLOT PAPER OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF 2 FEBRUARY 2022**

**SHAREHOLDER’S DETAILS**

Please provide data about the voting shareholder in the table below:

|  |  |
| --- | --- |
| Shareholder’s name, surname (legal entity name):**Name, surname/Legal entity name** | Shareholder’s personal number (legal entity code):**Personal number/Legal entity code** |
| Number of shares held by the shareholder:**Number of shares** |

**VOTING ON PROCEDURAL ITEMS**

Please tick your vote in the table below: “FOR” or “AGAINST”.

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Procedural item** | **Voting** |
|  | To elect the following person as the chair of the General Meeting of Shareholders: **Name, surname** | [ ]  **FOR** | [ ]  **AGAINST** |
|  | To elect the following person as the secretary of the General Meeting of Shareholders: **Name, surname** | [ ]  **FOR** | [ ]  **AGAINST** |
|  | To elect the following person as a person responsible for carrying out of actions specified in Article 22(2) and (3) of the Republic of Lithuania Law on Companies: **Name, surname** | [ ]  **FOR** | [ ]  **AGAINST** |

**VOTING ON AGENDA ITEMS**

Please tick your vote in the table below: “FOR” or “AGAINST”.

|  |  |  |  |
| --- | --- | --- | --- |
| **Seq. No.** | **Agenda item** | **Proposed draft decisions** | **Voting** |
|  | **Regarding approval of LITGRID AB Board’s decision No. 3 of 10 January 2022 (minutes No. 1)** | 1. To approve the creation of non-current assets by entering into 330/110/10 kV Jonava TP reconstruction design and contract works contract with Kauno tiltai AB, a company established and operating under the laws of the Republic of Lithuania, legal entity code 300513148, whose registered office is Ateities pl. 46, LT-52502, Kaunas. The contract price is 19 940 000 EUR (excluding VAT), 24 127 400 EUR (with VAT).
2. To approve the essential terms and conditions of the 330/110/10 kV Jonava TS reconstruction design and contract works contract:
	1. Parties of the Contract – LITGRID AB, a company established and operating in accordance with the laws of the Republic of Lithuania, legal entity code 302564383, with its registered office at Karlo Gustavo Emilio Manerheimo str. 8, LT-05131, Vilnius, data on the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, on the one hand, and

joint-stock company Kauno tiltai, a company established and operating in accordance with the laws of the Republic of Lithuania, legal entity code 133729589, whose registered office is at Ateities pl. 46, LT-52502, Kaunas, data on the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania on the other hand;* 1. Object of the Contract is the 330/110/10 kV Jonava TS reconstruction design and construction works contract (according to the standard terms and conditions of the LITGRID AB standard design and construction works procurement contract, approved by the Order No. 20IS-196 of the General Director of 23 December 2020).
	2. Term of the Contract – The term of performance of the Works is 46 months from the date of conclusion of the Contract. The contract is valid until the parties have fully fulfilled their contractual obligations or terminated the contract.
	3. Contract price and pricing, settlement procedure, reserve:
* Contract price – 19 940 000 EUR (excluding VAT).
* Pricing – The price calculation method used is a fixed price with a view. The procedure for price review is specified in Clause 7.3 of the General Terms and Conditions of the Contract.
* Payment procedure – the Contract price will be paid in installments according to the Worksheet (for Engineering Research and Technical Project Preparation Works – according to Annex 6) attached as Annex 15 to the Special Conditions of the Contract) and a monthly report (a standard form for the monthly contract report is attached as Annex 13 to the Special Conditions of the Contract).
* Reserve – not applicable.
	1. Liability security measures – The performance of the Contract will be secured by a first-demand, unconditional and irrevocable bank guarantee acceptable to the Customer. The amount of the security is 10%. from the original Contract price (excluding VAT).
	2. Other conditions – the Customer has the right to unilaterally terminate the Contract without going to court, notifying the Contractor thereof not later than 30 calendar days in advance, if the Government of the Republic of Lithuania adopts a decision confirming non-compliance with national security interests.
1. To authorize the General Director of LITGRID AB without a separate decision of the Board of LITGRID AB to make decisions on changing the essential term of the Contract – Contract price – by reducing the price without any restrictions or increasing the price by concluding additional works agreements, if the total amount of all additional works 3% (t.y. 598 200 EUR excluding PVM) of the original Contract price.
2. To oblige the General Director of LITGRID AB to inform the Board about the decisions made in paragraph 3 of this decision regarding the change of the essential term of the Contract before making such a decision by e-mail letter.
 | [ ]  **FOR** | [ ]  **AGAINST** |

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| Regarding any other new draft decisions that have not been indicated above, we cast all votes we hold: | [ ]  **FOR** | [ ]  **AGAINST** |

By signing this ballot paper, the shareholder also confirms proper and timely provision of information on the convened General Meeting of Shareholders of the Company, and that the shareholder has no claims as to the convocation of the General Meeting of Shareholders; the shareholder also confirms that he has been furnished with all information/documents required for voting on each agenda item.

Name, surname/Legal entity name,

representative’s name, surname, position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and date of signing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title, date and number of the document

granting the right to vote

(if the ballot paper is signed by person

other than the shareholder’s manager): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name, surname