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| **LITGRID AB**  Code 302564383  Registered seat address Karlo Gustavo Emilio Manerheimo g. 8, Vilnius, Lithuania  Data 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 13 JUNE 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”.

|  |  |  |  |  |
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| **Seq. No.** | **Agenda item** | **Proposed draft decisions** | **Voting** | |
|  | **Regarding approval of LITGRID AB Board’s decision of 20 May 2022 (minutes No. 12)** | **I. To approve the material conditions of the transaction of the Contract No 21VP-SUT-40 for the design and work of reconstruction of the 330 kV single-circuit overhead line Jurbarkas-Bitenai (LN 531) into a double-circuit overhead line, that was signed on 23 March 2021, with the group of suppliers consisting of UAB Empower-Fidelitas (legal entity code: 123855155, registered office address: Galines Str. 8, Galine, LT-14247 Vilnius district), and EMPOWER AS (legal entity code: 11445550, registered office address: K. A. Hermanni 8a, 10121 Tallinn, Estonia) by changing the Contract price:**  **1. General conditions: the Conditions of Contract for Plant and Design-Build for Electrical & Mechanical Plant, and for Building and Engineering designed by the contractor (Yellow Book), issued by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conceils, FIDIC), First Edition 1999 (second revised edition in Lithuanian, 2007).**  **2.Object of the Contract – design and construction work of reconstruction of the 330 kV single-circuit overhead line Jurbarkas-Bitenai (LN 531) into a double-circuit overhead line.**  **3. Deadline for the completion of the work – the work must be fully performed and properly completed by 1 April 2023. Stages of the work:**  **- Stage 1 (by 7 January 2022) – to prepare a technical project and obtain a document permitting construction;**  **- Stage 2 (by 1 April 2023) – to prepare the project of the Object construction work, to perform and complete the Object construction Work, including all successfully completed tests, and to obtain and submit to the Customer a deed of the Object construction completion.**  **4. Term of the Contract – until the Parties will fulfil the contractual obligations or until the termination of the Contract.**  **5. The Contract price – the amount of 2,466,315 EUR, exclusive of VAT, is allocated additionally for the performance of the Contract; the total Contract price is 14,781,158.14 EUR, exclusive of VAT.**  **6. Contract pricing and payments. The rate with review pricing applies to the Contract. The price of each stage will be paid in instalments, the amount of which is agreed as percentage of the stage price. The payments will be linked to the intermediate results achieved.**  **7. Adjustments to the Contract price due to the changed prices of the costs: amounts payable to the Contractor for the Contract work can be recalculated only if the value of the monthly construction cost price index 'Engineering Structures' (Index) published by the Department of Statistics of the Republic of Lithuania changes by more than 10% during any 12-month period, or by more than 15% during any period after the issuance of the construction permitting document, if, during that period, annual indexation was not performed;**  **8. Adjustments to the Contract price due to the changes in the Laws: the Contract price will be recalculated if, after the entry into the Contract, the Laws or their construction will change, and, as a result, the Contractor expenses will increase or decrease (Contract performance costs). The contractor will not be entitled to a profit of the increased expenses. The Contract price will be recalculated taking into account increases or decreases in VAT due to the Laws related to VAT. Amendments to the legal acts, that govern taxes other than VAT, will not affect the Contract price;**  **9. Payment procedure: Payments to the Contractor will be made only after the Engineer (or Customer) will confirm that all the conditions, to which the ordinary contribution is linked, have been met. Only then the Contractor will acquire the right to issue a VAT invoice under the Contract for the relevant amount. The time limit for the payment is 30 days after the date on which the invoice of the Contractor has been submitted. All payments are made in euros.**  **10. Pre-payment (payment in advance): The Contractor will have the right to receive a pre-payment (payment in advance) – 5% of the Accepted Contract price (exclusive of VAT) of the Stage 2 works, provided that the Contractor will provide the Customer with a security of the Contract performance. The pre-payment (payment in advance) must be refunded by deducting 5% of each Payment Certificate and of the VAT invoice of the Contractor. Deductions must be made until the pre-payment will be refunded in full.**  **11. The percentage of withholding and the amount of the money withheld - 10% of the payable amount shall be withheld of each VAT invoice of the Contractor until the amount of the money withheld, which is equal to 10% of the accepted Contract amount (exclusive of VAT), will be reached. Refund of the money withheld shall be performed after the issue of a deed of the Construction completion, after completion by the Contractor of all unfinished works, that are specified in the Certificate of Takeover of the Work, and after the Engineer has confirmed a proper completion of such work.**  **12. Measures to secure the obligations:**  **12.1. Contract performance security (Performance guarantee) - the first demand, irrevocable and unconditional guarantee of the bank indicated in the Customer's list of the acceptable banks. The amount of the guarantee - 10% of the accepted Contract amount (exclusive of VAT) for the entire Project.**  **12.2. A guarantee of the Warranty period - the first demand, irrevocable and unconditional guarantee of the bank indicated in the Customer's list of the acceptable banks. The amount of the guarantee for the first year is 10% of the Contract price (exclusive of VAT), for the second and third year - 5% of the contract price (exclusive of VAT).**  **13. Liability:**  **13.1. Compensation for delay: For the Stage 1 delay - 0.04% of the accepted Contract price for Stage 1 for each day, to be paid in euros. For the Stage 2 delay - 0.04% of the accepted Contract price for Stage 2 for each day, to be paid in euros.**  **13.2. Penalties for delay in completing minor unfinished work and/or in rectifying defects - 1,000 EUR for each day of the infringement, calculated separately for each case of infringement.**  **13.3. Penalties for delay in rectifying defects within the time of the notification about defects - 1,000 EUR for each day of the infringement, calculated separately for each case of infringement.**  **13.4. Penalty for non-compliance with the obligation concerning the amount of remuneration – 10,000 EUR for each month in which the obligation is not being met.**  **13.5. Fine for the delay in providing a program – a fine of 100 EUR in the event of delay in providing an updated program.**  **13.6. The overall liability for delay in providing the updated program cannot exceed 10,000 EUR.**  **13.7. Fine for failure to harmonize the technical project documentation with the Customer through the fault of the Contractor in 3 times - 400 EUR for each repeated harmonization of the documents, that exceeds the 3-time limit of the harmonization.**  **13.8. Fine after it is found that the workers of the Contractor's personnel or of third parties, for whom the Contractor is responsible, who are in the object, are under the influence of alcohol, narcotic, toxic and/or psychotropic substances – 1,500 EUR for each case;**  **13.9. The following limits will apply to the liability of the Parties for direct losses under the Contract:**  **13.10. The overall liability of the Contractor will not exceed 100% of the Accepted Contract amount for the entire Project;**  **13.11. The Contractor’s liability for delay will not exceed 10% of the accepted Contract amount for the entire Project (exclusive of VAT);**  **13.12. The overall liability of the Contractor will not exceed 100% of the accepted Contract price for the entire Project.**  **II. To authorise the CEO of LITGRID AB to make decision, without a separate decision of the Board of LITGRID AB, regarding the change of the essential condition of the Contract - the Contract price - by reducing the price without any restrictions or by increasing the price by entering into agreements on the acquisition of additional works and/or on a reasonable increase in the prices of materials/equipment, if the total amount of all agreements on the prices of additional work does not exceed 10% (that is, 1,231,484.30 EUR, exclusive of VAT) of the original Contract price.**  **III. To oblige the CEO of LITGRID AB to inform the Board, before making such a decision, by e-mail of the decisions made in Point 2 of this Decision regarding the amendment of the material condition of the Contract.** | **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