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| **LITGRID AB**  Code 302564383  Registered office address: Karlo Gustavo Emilio Manerheimo st. 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 30 December 2024**

**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”. [When electing the members of the Board, please enter the number of votes cast in the row of the candidate whom you vote for, in the right column of the table.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Seq. No.** | **Agenda item** | **Proposed draft decision** | **Voting** | |
|  | **Regarding approval of the decision of the Board of LITGRID AB of 4 December 2024 (decision No 17 question No 1)** | 1. To approve the Board's decision of 4 December 2024to conclude a contract for the service of availability of electricity generation facilities with the related party AB „Ignitis Gamyba“ and to approve the following essential conditions of the transaction:  1.1**. The parties to the contract –** LITGRID AB, a company incorporated and operating under the laws of the Republic of Lithuania, legal entity code 302564383, with its registered office located at Karlo Gustavo Emilio Manerheimo g. 8, LT-05131 Vilnius, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania, and AB „Ignitis Gamyba“, a company incorporated and operating under the laws of the Republic of Lithuania, legal entity code 302648707, with its registered office located at Elektrinės g. 21, Elektrėnai, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania.  1.2. **The** **subject matter (object) –** Under the procedure stipulated in this Contract the Producer assumes the obligation to provide to the Operator the service of the availability of the electricity generation facilities according to the Order submitted by the Operator and the Operator assumes the obligation to pay to the Producer for the provided service of the availability of the electricity generation facilities.  1.3. **The term for the fulfilment of obligations –** The Contract concluded between the Parties enters into force from 1st of January 2025, 00:00 and it is valid until 31 December 2025, 24:00.  1.4. **The price of the contract** – EUR 65,69 million, excl. VAT.  1.5. **The pricing –** The price of the service of the availability of the electricity generation facilities provided by the Producer is the price of the service of the island operation indicated in the Order and the price of the additional component for the supply security of natural gas.  1.6. **The payment procedure –** The Producer, in accordance with the Statement agreed between the Parties, not later than within 1 (one) working day from the date of the signing of the Statements shall issue and submit to the Operator a VAT invoice for the service of the availability of the Facilities provided during the Accounting period ended. The VAT invoices shall be issued for the date of the calendar month in which the Accounting period ended. Upon receiving the VAT invoice issued by the Producer the Operator shall pay the VAT invoice not later than before the last working day of the current month.  1.7. **The rules for the change of the contract price –** The price of the additional component for the supply security of natural gas established in the Contract may be changed depending on the recalculation of the additional component for the supply security of natural gas carried out by the NERC.  1.8. **The reserve –** Not applicable.  1.9. **Security for the fulfilment of obligations:**   * The Party which has failed to pay the received VAT invoices following the procedure and deadlines specified in this Contract or which has failed to make any other payments that it was required to make shall pay penalties of 0.04% (the fourth hundredth of a percentage) of the amount unpaid for each day past due. * If the amount of the aggregated electricity supplied by the Producer to the grid is 5% less than the amount specified in the Supply schedule, the Producer shall pay a fine to the Operator, the amount of which is calculated using Equation 1:   (Equation 1)  Where: B – the amount of the fine, EUR; ΔE – the maximum hourly difference between the amount of electricity specified in the Supply schedule and the amount of electricity actually supplied to the grid, MWh;  K – the price of the service of the availability of the Facilities established in the Order, EUR/MW/h; T – the number of hours over the period of the provision of the service of the availability of the Facilities, hours.   * The sum of fines calculated under the provisions of paragraph 11.8 of the Contract over the validity period of the Contract shall not exceed the amount calculated using equation 2:   (Equation 2)  Where: Bmax – the maximum possible total amount of the fine over the validity period of the Contract, EUR; P – the quantity of the service of the availability of the Facilities established in the Order, MW;  K – the price of the service of the availability of the Facilities established in the Order, EUR/MW/h; T – the number of hours over the period of the provision of the service of the availability of the Facilities, hours.  2. To authorize the Chief Executive Office of LITGRID AB (with the right to sub-delegate) to agree on other (non-essential) terms of the agreement with AB „Ignitis Gamyba“ and to sign this agreement. | **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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_