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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 5 SEPTEMBER 2022**

**SHAREHOLDER’S DETAILS**

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

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| --- | --- |
| 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.]

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| **Seq. No.** | **Agenda item** | **Proposed draft decisions** | **Voting** | |
|  | Regarding approval of LITGRID AB Board’s decision of 12 August 2022 (minutes No. 18) | 1.1. To approve the creation of fixed assets by concluding the Design-Build Contract for the Construction of 330 kV switchyard "Mūša" with Žilinskis ir Co, UAB, legal entity code 304317232, with registered office at Ateities pl. 31, Kaunas,  1.2. To approve the essential conditions of the Design-Build Contract for the 330 kV ETL Vilnius-Neris:  1.2.1. Parties to the Contract - LITGRID AB, legal entity code 302564383, registered office at Karlo Gustavo Emilio Manerheimo str. 8, Vilnius, and Žilinskis ir Co, UAB, legal entity code 304317232, registered office at Ateities pl. 31, Kaunas;  1.2.2. Object of the Contract: Design and construction works of 330 kV switchyard "Mūša" (according to the conditions of contract for plant and design-built for electrical and mechanical works and for building and engineering works designed by the contractor, issued by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conceils, FIDIC) (Yellow Book), First Edition, 1999).  1.2.3. Term of the Contract - the Works must be performed in full scale and properly completed by 30 November 2025. The Contract is valid until the complete fulfilment of the contractual obligations by the Parties or termination of the Contract.  1.2.4. Contract Price and pricing, payment procedure, reserve:  1.2.4.1. The Contract Price is € 15 177 000 excluding VAT  1.2.4.2. Pricing - price calculation method of fixed price with a review shall be applied.  1.2.4.3. Contract Price adjustments due to changed cost prices - Amounts payable to the Contractor for the Contract Works may 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 more than 5 % in any period of execution of Works.  1.2.4.4. The Contract price can be recalculated no more than every 3 months after the last recalculation.  1.2.4.5. Reserve - not applicable.  1.2.5. Performance guarantees:  1.2.5.1. Performance Security (bank guarantee) – 10 % of the Accepted Contract Amount (excluding VAT).  1.2.5.2. Guarantee of the Warranty Period:  1.2.5.2.1. for the first year after the date of the Construction Completion Certificate must be 10 % of the Contract price (excluding VAT),  1.2.5.2.2. for the second and third year after the date of the Construction Completion Certificate must be 5 % of the Contract price (excluding VAT).  1.2.6. Other conditions:  1.2.6.1. The existing 330 kV overhead line Viskali-Šiauliai tap to Telšiai outage due to the built 330 kV switchyard "Mūša" and part of the 330 kV overhead lines from the 330 kV switchyard "Mūša" to the intersection with the existing overhead lines connection, as well as tasks in other transformer substations, which can only be performed with the existing 330 kV overhead lines mentioned above outage, possible up to a maximum of 3 months period. This outage is planned for the period from 2025.07 to 2025.09, but may change depending on the circumstances, independent/not entirely dependent on the Employer’s will.  1.3. 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 condition of the Contract – Contract Price – by reducing the price without any restrictions or increasing the price by concluding agreements on additional works and/or reasonable increase of the prices of materials/equipment, if the sum of the prices of all agreements on additional works does not exceed 10 % (i.e., EUR 1 517 700 excluding VAT) of the initial Contract Price.  1.4. To oblige the General Director of LITGRID AB to inform the Board by e-mail before the adoption of such decisions taken under the Clause 1.3 of the Decision on the amendment of the essential condition of the Contract. | **FOR** | **AGAINST** |
|  | Regarding approval of LITGRID AB Board’s decision of 12 August 2022 (minutes No. 18) | 2.1. To approve the creation of fixed assets by concluding the Design-Build Contract for the 330 kV Electric Power Transmission Line (ETL) Vilnius-Neris with Žilinskis ir Co, UAB, legal entity code 304317232, registered office at Ateities pl. 31, Kaunas;  2.2. To approve the essential conditions of the Design-Build Contract for the 330 kV ETL Vilnius-Neris:  2.1. Parties of the Contract - LITGRID AB, legal entity code 302564383, registered office at Karlo Gustavo Emilio Manerheimo str. 8, Vilnius, and Žilinskis ir Co, UAB, legal entity code 304317232, registered office at Ateities pl. 31, Kaunas;  2.2.2. Object of the Contract: Design and construction works of 330 kV overhead power line Vilnius-Neris (according to the terms and conditions of the contract for construction and engineering works designed by the contractor, design and construction of electrical and mechanical devices and equipment, issued by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conceils, FIDIC) (Yellow Book), first edition 1999).  2.2.3. Term of the Contract - the Works must be performed in full scale and properly completed by 3rd November 2025. The Contract is valid until the complete fulfilment of the contractual obligations by the Parties or termination of the Contract. The term of completion of the Works may be extended by written agreement of the Parties due to the Force Majeure Circumstances or the performance of the Amendments in accordance with the procedure specified in the Contract.  2.2.4. Contract Price and pricing, payment procedure, reserve:  2.2.4.1. The Contract Price is € 48,900,000 excluding VAT;  2.2.4.2. Pricing - price calculation method of fixed price with a review shall be applied.  2.2.4.3. Contract Price adjustments due to changed cost prices - Amounts payable to the Contractor for the Contract Works may be recalculated only if the value of the monthly construction cost price index “Engineering Structures” (hereinafter - Index) published by the Department of Statistics of the Republic of Lithuania (www.stat.gov.lt) changes: (A) by more than 3% in any period of execution of the Works. The Contract Price can be recalculated no more than every 3 months after the last recalculation. The period is any period, the beginning of which is no earlier than the date of the end of the deadline for submission of final offers to the Procurement, and the end of which is no later than the date of the conclusion of the last Act of Works performed under the Contract. The deadline for revision of the first Contract Price does not apply. After that, the Contract Price can be revised no more often than every 3 months.  2.2.4.4. Contract Price changes due to changes in quantities (scopes) - when the scope of Works (and in certain cases - quantities) are changed in cases provided for by the Laws or the Contract, the Contract Price must be increased by adding the price of Additional works, and reduced by subtracting the price of rejected works.  2.2.4.5. Reserve - not applicable.  2.2.4.6. Advance payment (advance) - The Contractor will have the right to receive advance payment (advance) - up to 40% of the Accepted Contract amount excluding VAT. Advance payment is divided into two payments:  2.2.4.6.1. 10% (disbursement terms – prepayment invoice submitted within 30 days from the date of conclusion of the Contract, if this invoice is not submitted on time, no prepayment is made);  2.2.4.6.2. 30%\* (disbursement terms - prepayment invoice and prepayment bank guarantee are submitted no later than 8 months from the date of conclusion of the Contract, if this invoice and bank guarantee are not submitted in time, no prepayment is made).  \*The Contractor has the right to choose the amount of advance payment to contact the Customer.  2.2.5. Measures to secure the obligations:  2.2.5.1. Ensuring the performance of the Contract (bank guarantee) – 10% of the accepted Contract amount (exclusive of VAT) for the entire Project.  2.2.5.2. Ensuring the warranty period:  2.2.5.2.1. for the first year after the date of the Construction Completion Act - 10% of the Contract price (excluding VAT).  2.2.5.2.2. for the second and third years after the date of the Construction Completion Act - 5% of the Contract price (excluding VAT).  2.3. 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 condition of the Contract – Contract Price – by reducing the price without any restrictions or increasing the price by concluding agreements on additional works and/or reasonable increase of the prices of materials/equipment, if the sum of the prices of all agreements on additional works does not exceed 10% (i.e., EUR 4,890,000 excluding VAT) of the initial Contract Price.  2.4. To oblige the General Director of LITGRID AB to inform the Board by e-mail before the adoption of such decisions taken under the Clause 2.3 of the Decision on the amendment of the essential condition of the Contract.  2.5. Determine that this decision will come into force if the Central Project Management Agency will coordinate the completed Public Procurement procedures and the procurement documentation. | 1. **FOR** | 1. **AGAINST** |
|  | Regarding approval of LITGRID AB Board’s decision of 12 August 2022 (minutes No. 18) | 3.1. To approve the creation of fixed assets by concluding the 330/110/10 kV Kruonio HAE 330 kV switchyard reconstruction design and contract works contract with AB „Kauno tiltai“, legal entity code 133729589, with registered office at Ateities pl. 46, Kaunas,  3.2. To approve the essential conditions of the 330/110/10 kV Kruonio HAE 330 kV switchyard reconstruction design and contract works contract:  3.2.1. Parties of the Contract: LITGRID AB (hereinafter - "Customer No. 1"), a company established and operating under the laws of the Republic of Lithuania, legal entity code 302564383, registered office at Karlo Gustavo Emilio Manerheimo str. 8, Vilnius, AB „Ignitis gamyba“ (hereinafter - "Customer No. 2"), a company established and operating under the laws of the Republic of Lithuania, legal entity code 302648707, registered office at Elektrinės g. 21, Elektrėnai, and AB „Kauno tiltai“ (hereinafter - "Contractor"), a company established and operating under the laws of the Republic of Lithuania, legal entity code 133729589, registered office at Ateities pl. 46, Kaunas.  3.2.2. Object of the Contract: 330/110/10 kV Kruonio HAE 330 kV switchyard (Kauno apskr., Kaišiadorių r. sav., Kruonio sen., Vaiguvos k. 1) reconstruction design and contract 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. 21IS-223 of the General Director of 1 December 2021).  3.2.3. Term of the Contract – Customer No. 1 until 2026 December 31. Customer No. 2 until 2023 March 31. The Contract is valid until the parties have fully fulfilled their contractual obligations or terminated the Contract.  3.2.4. Contract Price and pricing, payment procedure, reserve:  3.2.4.1. The Contract Price – 51 898 900 € excluding VAT (The Contract Price consists of Customer No. 1 and Customer No. 2 separate parts: Customer No. 1 Part of the Contract Price - 51 861 000,00 € excluding VAT; Customer No. 2 Part of the Contract Price - 37 900,00 € excluding VAT).  3.2.4.2. 10% of the Customer No. 1 Part of the Contract Price (excluding VAT) advance payment is paid to the Contractor when, according to the Contract, the Contractor must prepare a Technical Project and perform reconstruction or new construction Works.  3.2.4.3. Pricing - price calculation method of fixed price with a review shall be applied. If the value of the monthly construction cost price index "All buildings" (hereinafter - Index) published by the Statistics Department of the Republic of Lithuania (www.stat.gov.lt) within 3 months or longer, which is calculated from the conclusion of the Contract (or from the last recalculation of the Contract Price due to a change in the Index, if the Contract Price was recalculated), changed by 1.25% or more, the Contract Price may be recalculated at the initiative of either Party.  3.2.4.4. Reserve - not applicable.  3.2.5. Measures to secure the obligations:  3.2.5.1. Ensuring the performance of the Contract (bank guarantee) – A first demand, unconditional and irrevocable bank guarantee is acceptable to the Customer. The amount of insurance - 10 percent. from separate Customer No. 1 part of the initial Contract Price to be paid (excluding VAT).  3.2.5.2. Ensuring the warranty period - The Contractor, after the day of handing over all the Works under the Contract to the Customer No. 1 or after the termination of the Contract, must provide to the Customer No. 1 a three-year Bank guarantee, which ensures the Contractor's warranty and other obligations, which are valid from the date of handover of all Works under the Contract to the Customer No. 1, including in the event of the Contractor's insolvency or bankruptcy, ensuring the payment of the costs of removing defects caused by the Contractor's fault, identified during the first 3 years of the construction warranty period, to the Customer No. 1. The amount of guarantee obligations is 5 percent. from Customer No. 1 part of the Contract Price (excluding VAT).  3.3. 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 condition of the Contract – Contract Price – by reducing the price without any restrictions or increasing the price by concluding agreements on additional works and/or reasonable increase of the prices of materials/equipment, if the sum of the prices of all agreements on additional works does not exceed 10% (i.e., EUR 5,186,000 excluding VAT) of the Customer No. 1 part of the Contract Price.  3.4. To oblige the General Director of LITGRID AB to inform the Board by e-mail before the adoption of such decisions taken under the Clause 3.3. of the Decision on the amendment of the essential 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