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| **LITGRID AB**Code 302564383Registered seat address Viršuliškių skg. 99B, 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 1 DECEMBER 2021**

**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”.

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| **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 No. 1 of 3 November 2021 (minutes No. 26)** | 1. To approve the creation of non-current assets by entering into “New synchronous condensers instalment works in the Lithuanian electric power system” design, production and installation works contract with the Lithuanian branch of Siemens Energy Oy, legal entity code 305427888, with its registered office is at J. Jasinskio str. 16C, 03163, Vilnius, Lithuania and Siemens Energy Global GmbH & Co KG, legal entity code HRA111200, with its registered office at Freyesleben str. 1, 91058, Erlangen, Germany (group of suppliers operating under a joint venture agreement).
2. To approve the essential terms and conditions of the Contract (according to the FédIC Internationale des Ingénieurs-Conceils, FIDIC) Terms and conditions of the construction and equipment contract (Yellow Book), first edition 1999 (second revised edition in Lithuanian, 2007):
	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, whose registered office is at Karlo Gustavo Emilio Manerheimo str. 8, LT-05131, Vilnius, data about the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania, on the one hand, and

• Siemens Energy Oy Lithuanian branch, legal entity code 305427888, with its registered office at J. Jasinskio str. 16C, 03163, Vilnius, Lithuania;• Siemens Energy Global GmbH & Co KG, legal entity code HRA111200, with its registered office at Freyesleben str. 1, 91058, Erlangen, Germany;* 1. **The object of the Contract** Design, production and installation of new synchronous condensers in the Lithuanian electric power system.
	2. **The term of the Contract** is until the completion of the works or termination of the Contract;

Terms of work performance:(a) Alytus TP – 22 months from the signing of the Contract;(b) Telšiai TP – 22 months from the signing of the Contract;(c) Neries TP – 2024-11-30.(d) The Contract shall provide for the possibility of extending the time limits referred to in points (a), (b), (c) (12 months) if a full environmental impact assessment is required.2.4. **Contract price**: SK installation contract - 87,749,947 Eur without VAT;• **Contract pricing** – fixed price with review.• **Payment procedure**: the advance is paid within 30 days of receipt of the advance payment guarantee. Other payments are made within 30 days of a properly submitted invoice. Will be paid in stages. The amount of each installment will be determined as a percentage of the contract price. Payments are made only for the completed stages of work:• **Reserve** – not applicable;• **Pricing Rules** Annex 2 to the SK Installation Contract: “are intended to calculate the price of Additional Works and waived works, to adjust the Contract Price accordingly after making the Amendment, as well as to recalculate the Contract Price in accordance with the Law Amendments (Clause 13.7 [Amendments and changes in the Contract Price (Clause 13.8 [Adjustments on Price Change] of the Contract Terms) ”;2.5. **Liabilities security** – Execution of the Contract is secured by the Bank's acceptable first call, unconditional and irrevocable guarantees:(a) an advance payment guarantee equal to the amount of the advance payment (10% of the contract price).(b) Contract performance guarantee – 10% from the Contract price without VAT.(c) guarantee period guarantee:in the first year – 10% from the Contract price without VAT;in the second and third years – 5% from the Contract price without VAT.2.6. **Penalties (interest and fines) and losses**:(a) Penalties for delays in remedying defects in the quality of work: EUR 1 000 interest for each day of delay, calculated separately for each case of infringement;(b) Penalties for disconnection of electrical equipment or change of the planned time of disconnection due to the fault of the contractor: a fine of EUR 10,000 for each such case for each disconnected equipment;(c) Maximum amount of the fine for non-compliance with the obligations regarding the availability of the system: 10% of the Contract amount (excluding VAT);(d) Maximum amount of the penalty for non-compliance with the obligations for guaranteed system losses: 10% of the Contract amount (excluding VAT);(e) Penalties for non-compliance with the obligation to hold teleconferences and live meetings: a fine of EUR 1,000 for each breach;(f) Penalties for non-compliance with road dust obligations: a fine of EUR 1,000 for each infringement;(g) Penalties for non-submission and / or non-compliance with the progress report: EUR 1,000 interest for each day of delay;(h) Penalties for non-compliance with obligations relating to alcoholic beverages and drugs: a fine of EUR 1,500 for each case of non-compliance;(i) Penalties for late submission of the program: a fine of EUR 10,000 for late submission of the initial program. Interest of EUR 1 000 for each day of delay in submitting the updated program. The total liability for a delay in submitting a program or an updated program may not exceed EUR 50 000;(j) Compensation for Delays: Penalties for missing the deadlines for the completion of the Works (Completion Time) at each substation – 0.04% of the price of the Works without VAT for each substation for each day; Penalties for failure to meet the deadlines for the performance of the Works (except for the deadlines for the completion of the final works) – 0.01% of the price of the Works without VAT for each substation for each day; the maximum amount of compensation for delay is 10% of the Contract price excluding VAT 10% of the Contract price (excluding VAT), calculated by summing up all compensation for delays;(k) Penalties for delay in completing minor work in progress and / or rectifying defects: EUR 1 000 interest for each day, calculated separately for each breach;(l) Penalties for delay in correcting defects within the time of Defect Notification: EUR 1,000 interest for each day, calculated separately for each case of violation;(m) Interest on late payments: 0.04% of the amount due for each day of delay.(n) Under the Contract, the Parties shall be liable only for direct losses incurred by the other Party and shall not be liable for indirect losses, including losses due to lost profits, lost profits or lost business opportunities, except as provided in the FIDIC Yellow Book.(o) Limits on the parties' liability for direct damages under the Contract: the total liability of the Contractor will not exceed 100% of the Contract price; the total liability of the Customer will not exceed 100% of the Contract price.3. **Amounts of additional remuneration**: upon proper performance of the Contractor and completion and transfer to the Customer in accordance with the Contract according to the Takeover Certificate of Alytus TP and Telšiai TP Group Works, as well as receipt of construction works of these two Groups time), the Client shall pay to the Contractor an additional remuneration of the amount specified in this paragraph for each full previous month of performance of the Works (from the date when the Contractor received both deeds of completion of the Works until the Contract performance deadline (Completion Time)): but not more than 4 months.(a) after performing the Works 1 (one) month earlier – EUR 500,000.00;(b) after performing the Works 2 (two) months earlier – EUR 1,000,000.00;(c) after performing the Works 3 (three) months earlier – EUR 1,500,000.00;(d) after performing the Works 4 (four) months earlier – EUR 2,000,000.00.4. 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 4% (t.y. 3509997,88 Eur be PVM) of the original Contract price.5. To oblige the General Director of LITGRID AB to inform the Board about the decisions made in paragraph 4 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