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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 2 MAY 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 of 8 April 2022 (minutes No. 9)** | **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, with registered office at Ateities pl. 31, Kaunas,**  **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. 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).  **2.3. Term of the Contract** - the Works must be performed in full and properly completed by 1 June 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.  **2.4. Contract Price and pricing, payment procedure, reserve:**  2.4.1. **The Contract Price** is € 31,900,000 excluding VAT  2.4.2. **Pricing** - price calculation method of fixed price with a review shall be applied.  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: (A) by more than 10% in any period of 12 months, or (B) by more than 15% in any period after the issuance of the building permit, if no annual indexation has been carried out during that period. The Party interested in the recalculation of the Contract Price shall prepare a deed of recalculation of the amounts payable to the Contractor. The change of the Contract Price must be documented in a written agreement on the amendment of the Contract.  2.4.4. Article 13.1 of the Specific Conditions of the Contract grants the right to amend the Contract if there is an objective need due to the reasons (unforeseen circumstances) specified in Art. 97 of the Law on Procurement, or in another Law. The Contractor, who deems to be entitled to an additional payment under the Contract, shall notify the Engineer, describing the event or circumstances giving rise to the claim. The Contractor must submit such notification within 28 days of the Contractor becoming aware of the event and circumstances (Article 20.1 of the Contract).  2.4.5. Amendments to the Contract Price due to changes in the Laws - the Contract Price will be recalculated if the Laws or their interpretation change after the conclusion of the Contract, and as a result the Contractor's Expenses (Contract Execution Costs) increase or decrease. The Contractor will not be entitled to any profit from the increased Costs. The Contract Price will be recalculated taking into account the VAT increases or decreases due to the VAT-related Laws. Changes in the legislation governing taxes other than VAT will not affect the Contract Price.  2.4.6. Reserve - not applicable.  **2.5. Performance Securities** - 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% of the initial Contract Price (excluding VAT).  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 3,190,000 excluding VAT) of the initial Contract Price.  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 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