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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 25 MAY 2020**

**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 4 May 2020 (minutes No. 8) | 1.1. To approve the conclusion of the Implementation Phase Cooperation Agreement (IPCA) with PSE S.A. in the Harmony Link Interconnector Project under the following essential terms and conditions:1.1.1. Parties to the Contract – electricity transmission system operator of Lithuania - LITGRID AB and electricity transmission system operator of Poland - PSE S.A.1.1.2. Object of the Contract - terms and conditions of the cooperation between LITGRID AB and PSE S.A during the implementation phase of the Harmony Link Interconnector Project. 1.1.3. Responsibilities of the Parties – LITGRID AB shall be responsible for conducting the procurement procedure for the HVDC Cable, selecting the contractor, concluding the bilateral works contract and managing its performance. PSE S.A. shall be responsible for conducting the procurement procedure for HVDC Converter Stations in Lithuania and Poland, selecting the contractor, concluding the bilateral works contract and managing its performance. LITGRID AB and PSE S.A. shall jointly procure the services of the Contract Engineer and conclude a trilateral contract on supervision of the works in the Project.1.1.4. Financing - LITGRID AB and PSE S.A. shall finance the Project under the principle of “50%:50%”. The project shall be funded by the Connecting Europe Facility (CEF) and the transmission system operators' own / borrowed funds. Upon agreement of the Parties, PSE S.A. shall act as the coordinating Party for the CEF financial aid. Final investment decisions shall be made by the Parties by May 31, 2021.1.1.5. Allocation of the Project costs between the Parties – Costs related to HVDC Converter Stations: LITGRID AB shall cover 100% of the costs incurred for construction of the HVDC Converter Station in Lithuania; PSE S.A. shall cover 100% of the costs incurred for construction of the HVDC Converter Station in Poland. Costs related to the HVDC Cable: LITGRID AB shall cover 100% of the costs incurred for construction of the Lithuanian onshore part of the HVDC Cable, PSE S.A. shall cover 100% of the costs incurred for construction of the Polish onshore part of the HVDC Cable, costs incurred for construction of the entire offshore part of the HVDC Cable shall be shared in equal parts - “50%:50%”. 1.1.6. Ownership of the Harmony Link Interconnector – LITGRID AB shall own the HVDC Converter Station in Lithuania and 50% of the HVDC Cable (based on an ownership point to be agreed at a later stage of the Project). PSE S.A. shall own the HVDC Converter Station in Poland and 50% of the HVDC Cable (based on an ownership point to be agreed at a later stage of the Project).1.1.7. Transfer of the ownership - PSE S.A. shall transfer the ownership of the HVDC Converter Station in Lithuania to LITGRID AB, and LITGRID AB shall transfer the ownership of 50% of the HVDC Cable to PSE S.A. until the start of commissioning and adjustment works of respective objects (equipment). Settlement between the Parties is a necessary condition for the transfer of the ownership.1.1.8. Technical parameters - LITGRID AB and PSE S.A. shall approve by consensus the design solutions and technical parameters of the Harmony Link Interconnector. The Parties shall enable each other (and their technical consultants) to participate at all stages of the works related to design, production, construction, testing, commissioning and adjustment.1.1.9. Land issues and crossing agreements – LITGRID AB shall be responsible for obtaining rights to land and necessary permits on the Lithuania territory and in the Lithuanian exclusive economic zone in the Baltic Sea. PSE S.A. shall be responsible for obtaining rights to land and necessary permits on the Polish territory and in the Polish exclusive economic zone in the Baltic Sea. LITGRID AB and PSE S.A. shall be jointly responsible for obtaining necessary permits in the Swedish exclusive economic zone in the Baltic Sea (LITGRID AB shall coordinate the actions of the Parties). The conclusion of the HVDC Cable crossing agreements shall be ensured by LITGRID AB; agreements concluded for crossings within the HVDC Cable’s ownership part assigned to PSE S.A. shall be transferred to PSE S.A. together with the ownership of the part of the HVDC Cable. Obtaining permits and (or) preparation of the HVDC Cable crossing agreements may be outsourced to contractors and/or other consultants engaged by the Parties.1.1.10. Project Governance - The Parties shall appoint the Project Managers to deal with current issues, higher level decisions shall be made by the Steering Committee, cases of major disagreements shall be resolved by highest managers of the companies.1.1.11. Liability of the Parties – The Parties shall be liable towards each other for direct losses only (except for cases of willful misconduct and gross negligence). The total liability of the Parties shall be limited to 10% of the total Project value, i.e. EUR 68 million. Interests on arrears (forfeit) shall be envisaged only in cases of late payments.1.1.12. Validity of the Agreement - The Agreement shall enter into full-scope validity only after final investment decisions have been made by both Parties (decisions are envisaged to be taken by 31 May 2021). In the absence of the final investment decision by any Party, the Agreement shall cease and the Project shall be terminated without any additional liability imposed on the Parties. The Agreement shall remain valid until the operation of the Harmony Link Interconnector is commenced.1.1.13. Miscellaneous – The Agreement shall be governed by law of the Republic of Poland. Disputes between the Parties shall be finally settled in arbitration before the Stockholm Chamber of Commerce. | [ ]  **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