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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 19 JUNE 2025**

**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.]

|  |  |  |  |  |
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| **Seq. No.** | **Agenda item** | **Proposed draft decision** | **Voting** | |
|  | Regarding the approval of the Decision of 28 May 2025 of the Board of LITGRID AB | 1. To approve the Decision of 2025-05-28 of the Board of LITGRID AB to conclude the baseload renewable power purchase agreement with the UAB “Ignitis” and to approve the essential terms of this agreement:  1.1 Parties to the agreement: LITGRID AB, public limited liability company established and operating under the laws of the Republic of Lithuania, legal entity code 302564383, registered office address: Karlo Gustavo Emilio Manerheimo St. 8, LT-05131 Vilnius, data on the company is collected and stored in the Register of Legal Entities, and UAB „Ignitis“, private limited liability company established and operating under the laws of the Republic of Lithuania, legal entity code 303383884, registered office address: Laisvės pr. 10, LT-04215 Vilnius, data on the company is collected and stored in the Register of Legal Entities.  1.2 Subject-matter (object) of the agreement: up to 160 GWh of electricity from renewable energy sources with guarantees of origin per year (4,5 MWh every 15 min).  1.3 Maturity of obligations: 1 January 2026 – 31 December 2032 (7-year agreement).  1.4 Price and (or) pricing, payment procedure and rules for changing them  1.4.1 Price of the agreement: EUR 82,294,488, excl. VAT (74.5 EUR/MWh), a fixed price pricing.  1.4.2 Payment procedure:  1.4.2.1 Payments shall be made once a month (for the quantity of electricity supplied during the previous month and guarantees of origin).  1.4.2.2 The supplier shall submit the invoice within 3 business days after the end of the reporting month.  1.4.2.3 The buyer shall settle with the supplier no later than 15 (fifteen) days from the date of the receipt of the properly issued and submitted VAT invoice.  1.4.3 Rules for changing the price of the agreement:  1.4.3.1 The price for 1 MWh established in the agreement may be recalculated if, according to data of the State Data Agency of the Republic of Lithuania, the average annual inflation rate in Lithuania (based on the Consumer Price Index (CPI)) reaches 20% or higher, or the average annual deflation rate reaches (-20%) or lower. (Data source: [Rodiklių duomenų bazė - Oficialiosios statistikos portalas](https://osp.stat.gov.lt/lt/statistiniu-rodikliu-analize?hash=5b10a0c4-9887-49e6-a382-831c4ae50004#/)).  1.4.3.2 The recalculation of the price of the agreement may be initiated by the party to the agreement not earlier than 12 months after the date of entry into force of the agreement or from the date of entry into force of the arrangement on the last recalculation of the price.  1.4.3.3 The new price for 1 MWh under the agreement shall be calculated according to the formula when the price of 1 MWh under the agreement is recalculated by deducting from the average annual inflation of the Republic of Lithuania according to the data of the State Data Agency of the Republic of Lithuania, which is published in the month before the month of submission of the price recalculation request by the party to the agreement, the limit of 20% (-20%, in case of deflation) set in the agreement and by multiplying the percentage difference by a coefficient of 0.1:  The new price for 1 MWh under the agreement = price for 1 MWh under the agreement + (price for 1 MWh under the agreement \* (average inflation rate for the previous month – 20%) / 100 \* 0.1).  1.5 Security for the fulfilment of obligations:  1.5.1 To ensure the fulfilment of contractual obligations, before the signing of the agreement the supplier must submit to the buyer the agreement performance guarantee:  – it shall submit an irrevocable, first demand bank guarantee issued by the bank rendering services in Lithuania. The bank or the group to which it belongs must have not lower than BBB- long-term borrowing rating assigned by Fitch Ratings credit rating agency or an equivalent rating assigned by another international credit rating agency; or  – it shall submit an irrevocable guarantee issued by the parent company assigned with not lower than BBB- long-term borrowing rating by Fitch Ratings credit rating agency or an equivalent rating assigned by another international credit rating agency.  1.5.2 The amount of the performance guarantee shall not be lower than 2% of the value of the agreement (excl. VAT).  2. To authorise the Chief Executive Officer of LITGRID AB (with the right to sub-delegate) to agree other (non-essential) terms of this agreement and to sign this agreement.  3. To authorise the Chief Executive Officer of LITGRID AB, without a separate decision from the Board of LITGRID AB, to adopt decisions on the change of the essential condition of the agreement — the contract price — by reducing the price without any limitations or increasing the price due to a justified indexation of the price per 1 MWh, provided that the total value of all such arrangements does not exceed 3% (i.e., EUR 2,468,435, excluding VAT) of the price of the initial 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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_