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| **AB Amber grid**Code 303090867Registered office at Laisvės av. 10, VilniusData on the company is collected and stored in the Register of Legal Entities("the Company") |

**GENERAL BALLOT PAPER**

**of the EXTRAOrdinary General Meeting of 14 OCTOBER 2022**

**SHAREHOLDER DATA**

Please provide details of the voting shareholder in the table:

|  |  |
| --- | --- |
| Name of shareholder:**First name, surname / title** | Shareholder's personal code (legal entity code):**Personal code / legal entity code** |
| Number of shares held by the shareholder:**Number of shares** |

**VOTING ON PROCEDURAL MATTERS**

Please tick the option you prefer in the table: 'FOR' or 'AGAINST'.

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| **Eil. No.** | **Procedural question** | **Vote** |
|  | Elected as Chairman of the General Meeting of Shareholders: Name, surname | [ ]  **FOR** | [ ]  **AGAINST** |
|  | Elected as Secretary of the General Meeting of Shareholders: Name, surname | [ ]  **FOR** | [ ]  **AGAINST** |
|  | To elect the following person as the person responsible for carrying out the actions provided for in Article 22(2) and (3) of the Law on Public Limited Companies: Name, surname | [ ]  **FOR** | [ ]  **AGAINST** |

**VOTING ON AGENDA ITEMS**

Please tick the option you prefer in the table: 'FOR' or 'AGAINST'.

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| **Eil. No.** | **Agenda item** | **Proposed draft decisions** | **Vote** |
|  | Regarding approval of AB Amber Grid Board’s decision of 20 September 2022 (minutes No. VLD-19) | **1. To approve the creation of fixed assets by entering into a contract of the I procurement part of the project for reconstruction works (including the preparation of a work project, except for the purchase of pipes) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaišiadorių region municipality, the length of which is about 2100 m), and to approve the essential conditions of the Contract:*****1.1. Object of the Contract*** – the reconstruction works (including the preparation of the work project, except for the purchase of pipes) of a separate section of the main gas pipeline Vilnius - Kaunas (located at the address Kaišiadorių region municipality, the length of which is about 2100 m).***1.2. Contractor*** – UAB DS-1;***1.3. Contract price*** – EUR 1 632 075,00 (excluding VAT).The Contract price can be changed:* The customer has the right to refuse part of the works during the performance of the Contract, but the total value of the refused works cannot exceed 10 percent of the price.
* The customer has the right to change project solutions, but the total value of such changes cannot exceed 10 percent of the Contract price.
* The right to increase the scope of Works: no more than 10 percent from the price of the Contract, for the determination of the price of additional works *mutatis mutandis* by applying the provisions established in the general part of the Contract regarding the refusal of part of the works.
* In the cases and procedure provided by the Law on Procurement Being Executed by the Contracting Authorities Engaged in Water Management, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
* VAT is calculated according to the rates valid at the time of invoicing.
* The recalculation can be carried out 12 months after the date of signing the Contract and every 12 months of the execution of the Contract thereafter, if on the day of the recalculation the annual change in the price index of the construction costs of engineering networks published by the Lithuanian Statistics Department for the relevant month, compared to the value of this index published on the date of the signing of the Contract, is higher than 5 percent. Recalculation is carried out by multiplying the Work rates set in the Proposal by the conversion factor, which is calculated by dividing the price index of the corresponding month of the current year by the price index of the corresponding month of the previous year. Only the rates of those Works that are performed under the Contract after the price recalculation are recalculated. The recalculated rates come into effect and are applied only to those Works that were performed after the date of signing the additional agreement. The recalculation does not apply to the rates of those Works which the Contractor is late in performing due to reasons dependent on him (only for the delayed part of the Works).

***1.4. Billing procedure*** – Transfer and acceptance of Works and payment for them are carried out in installments for the Works properly and actually performed during the reporting period (calendar month). The Customer shall pay the Contractor for the completed Works (or their part) no later than within 30 days from the date of receipt of the duly submitted invoice.***1.5. Assurance of fulfillment of obligations*** – Amount of assurance of fulfillment of the Contract - 10 percent of the Contract price.***1.6. The final deadline for the completion of the works*** – 30 June 2023. The extension of the deadline is possible in accordance with the procedure and conditions provided for in the Contract.***1.7. The term of warranty obligations for materials, products, devices and equipment*** –5 years.***1.8. The validity period of ensuring the fulfillment of warranty obligations*** –6 years.**2. To approve the creation of fixed assets by entering into a contract of the II procurement part of the project for reconstruction works (including the preparation of the working project and the preparation of the entire project, i.e. purchase of the pipes provided for in the scope of the I and II-procurement parts) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaunas region, the length of which is about 14600 m) and to approve the essential conditions of the Contract:*****2.1. Object of the Contract*** - *reconstruction works (including the preparation of the working project and the preparation of the entire project, i.e. purchase of the pipes provided for in the scope of the I and II-procurement parts) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaunas region, the length of which is about 14600 m)*.***2.2. Contractor*** – UAB MT Group.***2.3. Contract price*** – EUR 10 924 000,00 (excluding VAT).The Contract price can be changed:* The customer has the right to refuse part of the works during the performance of the Contract, but the total value of the refused works cannot exceed 10 percent of the price.
* The customer has the right to change project solutions, but the total value of such changes cannot exceed 10 percent of the Contract price.
* The right to increase the scope of Works: no more than 10 percent from the price of the Contract, for the determination of the price of additional works *mutatis mutandis* by applying the provisions established in the general part of the Contract regarding the refusal of part of the works.
* In the cases and procedure provided by the Law on Procurement Being Executed by the Contracting Authorities Engaged in Water Management, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
* VAT is calculated according to the rates valid at the time of invoicing.
* The recalculation can be carried out 12 months after the date of signing the Contract and every 12 months of the execution of the Contract thereafter, if on the day of the recalculation the annual change in the price index of the construction costs of engineering networks published by the Lithuanian Statistics Department for the relevant month, compared to the value of this index published on the date of the signing of the Contract, is higher than 5 percent. Recalculation is carried out by multiplying the Work rates set in the Proposal by the conversion factor, which is calculated by dividing the price index of the corresponding month of the current year by the price index of the corresponding month of the previous year. Only the rates of those Works that are performed under the Contract after the price recalculation are recalculated. The recalculated rates come into effect and are applied only to those Works that were performed after the date of signing the additional agreement. The recalculation does not apply to the rates of those Works which the Contractor is late in performing due to reasons dependent on him (only for the delayed part of the Works).

***2.4. Billing procedure*** – Transfer and acceptance of Works and payment for them are carried out in installments for the Works properly and actually performed during the reporting period (calendar month). The Customer shall pay the Contractor for the completed Works (or their part) no later than within 30 days from the date of receipt of the duly submitted invoice.***2.5. Assurance of fulfillment of obligations*** *–* Amount of assurance of fulfillment of the Contract - 10 percent of the Contract price.***2.6. The final deadline for the completion of the works*** – 30 June 2023. The extension of the deadline is possible in accordance with the procedure and conditions provided for in the Contract.***2.7. The term of warranty obligations for materials, products, devices and equipment*** –5 years.***2.8. The validity period of ensuring the fulfillment of warranty obligations*** –5,1 years. | [ ]  **FOR** | [ ]  **AGAINST** |

By signing this ballot, the shareholder also confirms that the information about the General Meeting of Shareholders of the Company has been duly and timely provided, that the shareholder does not have any complaints regarding the convening of the General Meeting of Shareholders, and that the shareholder has been provided with all the information/documents necessary to vote on each of the items on the Agenda.

Name,

Name and surname of the representative, position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Document conferring the right to vote

name, date, number

(if the ballot paper is not signed by the shareholder's director): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_