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

**GENERAL BALLOT PAPER OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF 10 SEPTEMBER 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 Extraordinary General Meeting of Shareholders: **Name, surname** | [ ]  **FOR** | [ ]  **AGAINST** |
|  | To elect the following person as the secretary of the Extraordinary 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 decision** | **Voting** |
|  | **On conclusion of contract for the design services and construction works for the modernization of the Jauniūnai Gas Compressor Station** | 1. Approve the conclusion of the contract for the design services and construction works for the installation and reconstruction of the electric gas compressor at the Jauniūnai Gas Compressor Station, and to approve the following essential terms of the contract (hereinafter – the Contract):1.1. Subject matter (object) of the Contract – Design and construction works for the installation and reconstruction of an electric gas compressor at the Jauniūnai Gas Compressor Station1.2. Parties of the Contract: • AB Amber Grid, company code 303090687, address Laisvės Ave. 10, LT-04215 Vilnius, Lithuania (hereinafter – the Client), and • UAB MT Group, company code 302203568, address Dariaus ir Girėno St. 34F, LT-02188 Vilnius, Lithuania (hereinafter – the Contractor).1.3. Contract price – EUR 30,924,000.00 excluding VAT and EUR 6,494,040.00 VAT. Total including VAT – EUR 37,418,040.00.1.4. Payment procedure:- 60% (sixty percent) of the compressor price (including VAT) as indicated in the Contractor’s proposal, to be paid within 5 (five) business days from the date of receipt of the invoice, once the Contractor has coordinated the factory drawings of the compressor with the Client, submitted the order to the compressor manufacturer, and received confirmation from the manufacturer (which the Contractor must provide to the Client) that the order has been accepted and the compressor will be manufactured;- 30% (thirty percent) of the compressor price (including VAT) as indicated in the Contractor’s proposal, to be paid within 5 (five) business days from the date of receipt of the invoice, once the Contractor delivers the compressor to the construction site and the Client inspects and confirms its suitability (upon signing the initial inspection report by both parties), and the Contractor installs the compressor at the location specified in the Project;- 10% (ten percent) of the compressor price (including VAT) as indicated in the Contractor’s proposal, to be paid within 5 (five) business days from the date of receipt of the invoice, upon receipt of the Construction Completion Certificate;- for works performed during the reporting period (month), based on the signed handover-acceptance act(s) and the corresponding VAT invoice, payment shall be made within 30 (thirty) days.1.5. Contract price calculation method – fixed price with review.1.6. Conditions for changing the Contract price:- in the event of a change in the VAT rate;- due to changes in the price level (indexation). The Engineering Networks Construction Price Index shall be applied for contract price review. The price adjustment may be made no earlier than 3 months after the Contract enters into force and, in any case, no earlier than 6 months after the final proposal submission date, provided the index exceeds 0.05;- due to changes in the scope (quantities) of the Works (increase or decrease), in accordance with the procedure and conditions established by the Law on Procurement in the Fields of Water Management, Energy, Transport, or Postal Services of the Republic of Lithuania. The value of the additional scope (quantities) cannot exceed 15 per cent of the initial Contract price;- the remaining part of the compressor price, after deducting the advance payment (if already paid), may be recalculated based on the price index change. Recalculation applies only to construction works and the remaining compressor price. Other works, such as design or cadastral data determination, are not subject to recalculation. The recalculated price becomes effective and is applied only to works and materials (excluding the compressor) performed or delivered after the date of signing the recalculation agreement.1.7. Deadline for fulfilling obligations – the final deadline for completing the works is no later than 42 (forty-two) months from the effective date of the Contract.Final Deadline for Completion of the Works may be changed in accordance with the procedure and conditions set out in the Contract in the following circumstances:1.7.1. prolonged (lasting more than 14 (fourteen) consecutive days) adverse weather conditions at the work site/location that make it impossible to carry out the works – such as heavy rainfall, flooding, dense fog, squalls, heavy snowfall, blizzards, etc. This applies only to works whose quality and execution depend on weather conditions;1.7.2. actions or inaction by the Client that hinder the proper and timely fulfilment of the Contractor’s obligations under the Contract, including delays in appointing specialists responsible for fulfilling the obligations set out in the Contract, failure to hand over the construction site to the Contractor, failure to issue approvals or other necessary consents for the execution of the works (for which the Client is responsible), or failure to fulfil other contractual obligations;1.7.3. changes or intended changes to the design solutions of the project on the basis of which the procurement was carried out;1.7.4. changes or intended changes to the scope of the works;1.7.5. failure by any state or municipal institution, agency, organization, or other entity to perform its statutory functions within the prescribed (or reasonable, if not prescribed) time frame;1.7.6. circumstances that arise during the execution of the works that could not have been reasonably foreseen at the time of signing the Contract, such as: actions or inaction of third parties; changes in legal regulations related to the execution of the Contract; delays or refusal by landowners (on whose land the works are to be carried out under the Project and/or this Contract) to establish servitudes and/or special land use conditions, or to grant other rights to carry out the works on their land; and other third-party-dependent circumstances that the Contractor cannot eliminate despite taking reasonable and appropriate measures;1.7.7. delays in procurement procedures that make it impossible or excessively difficult to start and/or complete the works within the timeframe set in the Contract (e.g., the Contract was signed later than indicated in the Client’s notice of contract award; based on the data provided during the procurement process, the Contractor reasonably planned to start the works earlier, etc.).1.8. Performance Guarantee:- Bank guarantee;- Guarantee amount – 10% of the Contract price excluding VAT.1.9. Additional condition for the Contract to enter into force:- approval/endorsement from the National Energy Regulatory Council has been obtained for the implementation of the project “Optimization of the capacity of the Jauniūnai Gas Compressor Station.” If National Energy Regulatory Council does not approve or endorse the implementation of the project, the Contract will not enter into force, and the works will not be procured or carried out.2. To authorize the Company's CEO (with the right to delegate):2.1. to conclude the Contract under the essential terms specified in clause 1.1;2.2. Without a separate decision of the Board:2.2.1. To reduce the Contract price without any limitations in cases and under the procedure provided for in the Contract and/or legal acts, provided that no other Contract terms, which were approved by the Board, are changed.2.2.2. In cases and procedures provided for in the contract and/or legal acts, the Contract Price may be increased by no more than EUR 2,000,000, in accordance with the price recalculation procedure specified in this Board decision, provided that no other Contract terms, which were approved by the Board, are changed.3. to agree on other (non-essential) terms of the Contract when entering into the relevant transactions and other agreements or documents on behalf of the Company. | [ ]  **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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_