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

**GENERAL BALLOT PAPER**

**of the Ordinary General Meeting of 11 April 2023**

**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'. For the election of Board members, please enter the number of votes to be cast in the right-hand column of the table, in the row for the candidate you are voting for.

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| --- | --- | --- | --- | --- | --- |
| **Eil. No.** | **Agenda item** | **Proposed draft decisions** | **Vote** | | |
|  | Consolidated Annual Report of AB Amber Grid for 2022. | No decision of the General Meeting of Shareholders is required. The Management Board submits the Consolidated Annual Report 2022 to the General Meeting of Shareholders for hearing (attached). | **-** | | **-** |
|  | Independent auditor's report on the 2022 consolidated and company financial statements and consolidated annual report of AB Amber Grid. | No decision of the General Meeting of Shareholders is required. The General Meeting of Shareholders should take into account the opinion of the independent auditor's report to the shareholders of Amber Grid AB when taking decisions on the approval of the set of consolidated and company’s financial statements of Amber Grid AB for 2022 (attached). | **-** | | **-** |
|  | Approval of the set of consolidated and company’s financial statements of AB Amber Grid for 2022 | To approve the set of consolidated and company financial statements of AB Amber Grid for 2022 (attached). | **FOR** | | **AGAINST** |
|  | Approval of the distribution of profit of AB Amber Grid for 2022 | To approve the distribution of profit of Amber Grid for 2022 (attached). | **FOR** | | **AGAINST** |
|  | Approval of the remuneration report of AB Amber Grid for 2022 | To approve the remuneration report of AB Amber Grid for 2022, which is a part of the consolidated annual report of AB Amber Grid for 2022. | **FOR** | | **AGAINST** |
|  | Election of the member of the Board | To elect Paulius Butkus, nominated by the parent company UAB EPSO-G, to the Board of AB Amber Grid as of 11 April 2023 until the end of its term of office. | **FOR** | | **AGAINST** |
|  | The establishment of the terms and conditions of the Board's activity | 7.1. To establish that remuneration is not paid to the member of the board delegated by the parent company UAB EPSO-G, as stipulated in the remuneration policy of AB Amber Grid manager and board members approved by the decision of the general meeting of shareholders, dated 23 June 2022. | **FOR** | | **AGAINST** |
| 7.2. To authorise the Chief Executive Officer of AB Amber Grid to sign the standard agreement on the activity of a member of the Board of Amber Grid AB with the newly elected member of the Board on behalf of Amber Grid AB no later than within 5 (five) days from the day of the adoption of the decision. | **FOR** | **AGAINST** | |
|  | Granting of powers to the Chief Executive Officer of AB Amber Grid | To authorise (with the right to sub-delegate) the CEO of AB Amber Grid to notify the Register of Legal Entities of the Republic of Lithuania of the election of new member of the Board, to register the changed data in the Register of Legal Entities of the Republic of Lithuania and to perform all other related actions. | **FOR** | | **AGAINST** |
|  | Approval of the new wording of AB Amber Grid Articles of Association | 9.1. To approve the new wording of AB Amber Grid Articles of Association (attached). | **FOR** | | **AGAINST** |
| 9.2. To authorise the Chief Executive Officer of AB Amber Grid (with the right to sub-delegate) to sign the amended Articles of Association in accordance with the procedure established by legal acts and to register them in the Register of Legal Entities of the Republic of Lithuania, to submit and collect documents, to perform all necessary actions related to the implementation of this decision of the general meeting of shareholders. | **FOR** | **AGAINST** | |
|  | Approval of the decision of the Board of AB Amber Grid as of 16 March 2023 (Minutes No VLD-5) | To approve the sale of the shares of UAB GET Baltic by concluding the Share Purchase Agreement and the Shareholders’ Agreement based on the following material conditions:  I. Terms and Conditions of the Share Purchase Agreement  1.1. Parties to the Agreement:  1.1.1. The Seller is AB Amber Grid (the “Seller” or “Amber Grid”);  1.1.2. The Buyer is European Energy Exchange AG, code: District court Leipzig HRB 18409 (the “Buyer” or the “Investor”).  1.2. The object of the Agreement is the sale and purchase of shares and related undertakings of the parties:  1.2.1. Undertakings of Amber Grid: to transfer the controlling stake in UAB GET Baltic to the Buyer;  1.2.2. Undertakings of the Buyer: to pay in full the purchase price of the acquired shares;  1.2.3. The parties undertake to enter into the shareholders’ agreement prior to the Closing Date, whereby the Buyer undertakes to fulfil the obligations agreed between the parties in the markets of Lithuania, Latvia, Estonia and Finland by developing short-term (spot) market and creating long-term (future and/or forward) market and by providing the clearing services required by the market participants.  1.3. The subject matter of the Agreement is a 66% (sixty-six percent) stake in UAB GET Baltic, legal entity number 302861178, registered office address Geležinio Vilko Str. 18A, Vilnius, consisting of 2,016,300 ordinary registered shares. The nominal value of each share is EUR 0.19.  1.4. Share price and payment term:  1.4.1. The price of 2,016,300 sale shares (66%) of UAB GET Baltic is 6,500,000 (six million five hundred thousand) EUR.  1.4.2. The acquired shares shall be paid up no later than on the Closing Date. The closing shall take place no later than by the Long stop day which is 31 August 2023.  1.5. The liabilities of Amber Grid that are unusual for such type of the transactions and are or may be material to the determination of the advantage of the transaction to Amber Grid:  1.5.1. Maximum liability. Maximum liability of Amber Grid pursuant to the agreement shall be limited to 20% of the sale price, except for liability for breach of the Seller’s warranties (“Shares”, “Restrictions on the Disposal of the Shares”, “Company” and “No Encumbrances”) provided in the Agreement, where the Seller’s liability shall be limited to the 100% of the sale price.  1.5.2. The Break-up fee: if the Seller or the Buyer (i) fails to attend the closing on the Closing Date; and/or (ii) fails to take any of the closing actions specified in the agreement despite being required to do so, and as a result the closing does not take place, the breaching party shall pay to the non-breaching party a fine in the total amount of EUR 1,000,000 (one million euro) within 3 (three) business days from the receipt of the demand for payment.  1.5.3. Time limitations. The Seller shall not be liable for any breach of the Seller’s warranties and the Buyer shall not be entitled to make any claim: (i) 18 (eighteen) months after the date of conclusion of the agreement; (ii) within the statutory limitation period following the date of conclusion of the agreement applicable to the respective taxes, if there is a breach of the Seller’s warranties in respect of compliance with tax requirements; and (iii) after ten (10) years have passed from the Closing Date in the event of a breach of the Seller’s warranties – “Shares”, “Restriction on the Disposal of Shares”, “Company” and “No Encumbrances”.  II. Terms and conditions of the Shareholders’ Agreement:  2.1. Parties to the Agreement:  2.1.1. The Seller is AB Amber Grid;  2.1.2. The Investor is European Energy Exchange AG, code: District court Leipzig HRB 1840;  2.1.3. The Company is UAB GET Baltic.  2.2. The object of the Agreement - pursuant to the shareholders’ agreement of UAB GET Baltic, the parties undertake:  2.2.1. To exercise the best efforts to ensure the efficient and effective management and operation of UAB GET Baltic, and to this end, the parties to the shareholders’ agreement undertake to seek to form a qualified management of UAB GET Baltic, to nominate, elect, and appoint to the management bodies only the persons of high reputation, skills and business experience.  2.2.2. To establish the structure of UAB GET Baltic that will consist of the general meeting of shareholders, the board, and the CEO, and these bodies (both collegial and single-person) will have the competences established in the Law on Companies of the Republic of Lithuania, the Articles of Association, and the shareholders’ agreement.  2.2.3. The Parties shall discuss and put their good faith efforts to resolve all issues relating to the management and/or business of UAB GET Baltic in the long-term interest and development of the business of UAB GET Baltic basis and wherever possible to take all the decisions on a consensus basis (until the date of fulfilment of all obligations of the Investor (the Final date) or for the period Amber Grid is a shareholder and within the validity term of the shareholders’ agreement.  2.2.4. To perform all necessary actions, including, but not limited to, voting at general meetings of shareholders to ensure that all provisions of the shareholders’ agreement are fulfilled.  2.3. Subject matter of the agreement:  2.3.1. Amber Grid, the Investor and UAB GET Baltic shall conclude the shareholders’ agreement that will govern the management of UAB GET Baltic.  2.3.2. Amber Grid, the Investor and UAB GET Baltic will cooperate in order to ensure the most efficient formation, operation and management of natural gas trading platforms.  2.4. The liabilities of Amber Grid and/or UAB GET Baltic that are unusual for such type of the transactions and are or may be material to the determination of the advantage of the transaction to Amber Grid and/or UAB GET Baltic:  2.4.1. Key obligations of the Investor:  2.4.1.1. The Investor undertakes to fulfil the obligations specified in the shareholders’ agreement and the project roadmap on the terms and conditions set out in the shareholders’ agreement and in the action plan to be approved by the board of UAB GET Baltic.  2.4.1.2. After the date of fulfilment of obligations of the Investor (the Final date), the Investor undertakes to operate the gas exchange trading and clearing services for a period of at least 5 (five) years in Lithuania, Latvia, Estonia and Finland and to ensure the long-term availability, functionality and further development of the gas exchange trading and clearing services to market participants.  2.4.1.3. For a period of three (3) years starting from the date of fulfilment of obligations of the Investor (the Final date), the Investor undertakes to ensure that UAB GET Baltic applies trading and clearing service fees related to the spot market not higher than the average fee applied by UAB GET Baltic during the last three (3) years before the date of fulfilment of obligations of the Investor (the Final date), except if the inflation and other changes of the market require the review of the service fees, the parties shall discuss in good faith how to ensure competitiveness and the most beneficial level of fees for the market participants.  2.4.1.4. The Investor undertakes to inform Amber Grid at least 24 (twenty-four) months prior to the termination of the natural gas exchange operations in Lithuania, Latvia, Estonia and Finland, the sale of the activities to a third party or the merger of the activities with a third party.  2.4.2. Deadlines:  2.4.2.1. The obligations shall be implemented by the Investor within twenty-four (24) months from the date of entry into force of the shareholders’ agreement (hereinafter - the “Implementation Deadline”).  2.4.2.2. If due to reasons outside the Investor’s control (e.g., force majeure situations or actions and/or decisions of the relevant authorities), the contractual obligations cannot be fulfilled within the Implementation Deadline, the Investor may request for an extension of the Implementation Deadline by providing a written explanation with the reasons for the extension and indication of additional time needed. In any case and under any circumstances, such extension of the Implementation Deadline shall not exceed twelve (12) months period, unless longer extension is required due to reasons outside the Investor’s control.  2.4.3. Financing:  2.4.3.1. Any financing necessary for UAB GET Baltic, including for the financing of the Investor’s obligations related to UAB GET Baltic’s provision of services using its licences and platform, shall be at first taken from UAB GET Baltic’s own funds, afterwards the preference shall be given to financing from credit institutions, and only if no such financing may be obtained by UAB GET Baltic itself, the parties shall discuss the financing of UAB GET Baltic from the funds of shareholders.  2.4.3.2. Amber Grid shall in no case be required to directly finance the fulfilment of the Investor’s obligations.  2.4.4. Dividends. Until the date of fulfilment of obligations of the Investor (the Final date), to the extent the board does not unanimously decide otherwise or the financial covenants under the financing agreements entered into by UAB GET Baltic would be breached by distributing the dividends, shareholders shall allocate at least 80% (eighty percent) of UAB GET Baltic net income of the previous year for distribution as dividends to the shareholders, while the rest shall be retained for UAB GET Baltic needs.  2.4.5. Prohibition on transfer of shares. Until the date of fulfilment of obligations of the Investor (the Final date) shareholders shall not transfer or create any encumbrances to any of their shares. Restrictions on the transfer of shares shall not apply to transfers of shares to shareholders’ affiliates. Any transfer of shares of UAB GET Baltic to any sanctioned person shall be prohibited.  2.4.6. Amber Grid’s put option. The Investor grants to Amber Grid a put option right to sell and transfer all of its shares to the Investor within 24 (twenty-four) months after the effective date and to require the Investor to purchase and acquire all of the shares of UAB GET Baltic from Amber Grid free from encumbrances upon the Investor’s payment of the strike price to Amber Grid. Strike price shall mean the purchase price paid by the Investor for the shares, divided per share, increased by annual rate of 6%, calculated for the period between the Closing Date to the date on which payment for the shares is made.  2.4.7. The Investor’s call option. Upon the date of fulfilment of obligations of the Investor (the Final date), but no later than within 24 (twenty-four) months after its fulfilment, Amber Grid shall grant to the Investor a call option right to purchase and acquire from Amber Grid all of the shares free from any encumbrances and to require Amber Grid to sell and transfer all of its shares upon the Investor's payment of the strike price to Amber Grid. | **FOR** | | **AGAINST** |

By signing this ballot paper, 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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_