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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 6 September 2021**

**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”.

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| **Seq. No.** | **Agenda item** | **Proposed draft decisions** | **Voting** |
|  | **Regarding approval of LITGRID AB Board’s decision No. 2 of 13 August 2021 (minutes No. 21)** | 1. To approve creation (acquisition) of non-current assets by entering into a 330/110/10 kV Neris TP reconstruction design and construction works Contract with Žilinskis ir Co, UAB (legal entity code: 304317232, registered office address: Ateities pl., 31, LT-52167, Kaunas. The Contract price excluding VAT is EUR 18 217 000, with VAT – EUR 22 042 570;
2. To approve the essential conditions of the 330/110/10 kV Neris TS reconstruction design and construction works Contract:
	1. **The subject of the Contract** is the reconstruction of 330/110/10 kV Neris TS.
	2. **Payment procedure** – in accordance with the standard General Terms and Conditions of the LITGRID AB procurement Contract for design and construction works, approved in 2020 May 14 by Order No. of the Director General IS-73.
		1. The Contract price will be paid by the Customer according to the VAT invoices issued by the Contractor, the Contract provides that the Contract price will be paid in installments according to the Worksheet, the basis for For the quantities of Works recorded in the Deed of Works performed, except for the actually performed engineering research and Technical project preparation works, which are paid according to the prices of these Works offered at the Contractor's Purchase (VAT invoice must correspond to these amounts specified in the Contractor's tender and Works Journal);
		2. The Contractor shall issue and submit a VAT invoice only electronically no later than within 2 working days from the date on which the basis for issuing it arises. VAT invoice - invoice is provided to the Customer by the means chosen by the Contractor: The Contractor may submit an electronic invoice - invoice complying with the requirements of EU Directive 2014/55 or provide another electronic invoice using the information system “E. account ”;
		3. The Customer will pay the duly issued and submitted VAT invoice (after deducting the amounts withheld in accordance with Section 6.4 of the Conditions) within 30 days from the date of its receipt;
		4. The Customer will withhold all interim payments to the Contractor according to the submitted VAT invoices, which will exceed 90 percent of the initial Contract price;
		5. The amounts withheld will be paid by the Customer to the Contractor within 30 days after: a) the Contractor will perform, transfer to the Customer and complete all Works or the Contract will be terminated; b) provide security for the guarantee obligations (it must be provided in accordance with Section 8.9 of the Conditions); c) eliminate all defects of the Works identified prior to the performance of the Contract or termination of the Contract; and d) fulfill all the conditions specified in Clause 9.3.8 of the Conditions (applicable only in case of termination of the Contract);
		6. An advance payment of 5% of the initial Contract price shall be paid to the Contractor when the Contractor is required by the Contract to prepare the Technical Design and to carry out the Reconstruction or New Construction Works.
	3. **Maturity of liabilities.**

Deadline for completion of works - within 43 months from the date of conclusion of the Contract. The term of performance of works may be extended by 6 months by written agreement of the Parties. 8.6. under the conditions and in accordance with the procedure laid down inWork stages:Phase I (within 11 months from the conclusion of the Contract) - construction permits received.Phase II (within 32 months from the conclusion of the Contract) - reconstruction works of Phase I have been performed (according to clauses 4.9.2, 4.9.3 of the design task).Phase III (within 42 months from the conclusion of the Contract) - reconstruction works of Phase II have been performed (according to item 4.9.4 of the design task).Phase IV (within 43 months from the conclusion of the Contract) - received Construction Completion Acts.* 1. **Termination of the Contract.**

The Customer has the right to terminate the Contract unilaterally, without going to court, notifying the Contractor thereof not later than 30 calendar days in advance, if the Government of the Republic of Lithuania adopts a decision confirming that the Contract does not meet national security interests.* 1. **Term of the Contract.**

The Contract is valid until the full fulfillment of the contractual obligations of the parties or termination of the Contract.* 1. **Execution of the Contract** will be ensured by a first demand, unconditional and irrevocable bank guarantee acceptable to the Customer. The amount of security is 10%. from the original Contract price (excluding VAT).
1. To authorize the General Director of LITGRID AB without a separate decision of the Board of LITGRID AB to make decisions on changing the essential term of the Contract - Contract price - by reducing the price without any restrictions or increasing the price by concluding additional works agreements, if the total amount of all additional works % (i.e EUR 546 510 excluding VAT) of the original Contract price.
2. To oblige the General Director of LITGRID AB to inform the Board about the decisions made in paragraph 3 of this decision regarding the change of the essential term of the Contract before making such a decision by e-mail letter.
 | [ ]  **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