|  |
| --- |
| **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 17 NOVEMBER 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”.

|  |  |  |  |
| --- | --- | --- | --- |
| **Seq. No.** | **Agenda item** | **Proposed draft decisions** | **Voting** |
|  | **Regarding approval of LITGRID AB Board’s decision No. 4 of 26 October 2021 (minutes No. 25)** | 1. To approve creation (acquisition) of non-current assets by entering into “Construction of a new section of 330 kV overhead line from LN531 to LN 447” design and construction works contract with a group of economic entities, a group of suppliers consisting of UAB Connecto Lietuva, AS Connecto Eesti, AS Empower and UAB Empower - Fidelitas”. The Contract price Excluding VAT is EUR 17,350,000.00, with VAT – EUR 20,993,500.00.2. To approve the essential conditions of the Construction of a new section of 330 kV overhead line from LN531 to LN 447 design and construction works Contract:2.1. **General Terms and Conditions** – Contract Terms of the Contractor's Design and Construction Works, Design and Construction of Electrical and Mechanical Equipment and Equipment (Yellow Book), issued by the International Federation of Consulting Engineers (FIDIC), first edition 1999. (second revised edition in Lithuanian, 2007).2.2. **Object of the Contract**: construction of a new section of 330 kV overhead line from LN531 to LN 447.2.3. **Deadline for completion of works** – The works must be completed in full and properly completed by 01/02/2025.Work stages:Phase I (within 12 months from the conclusion of the contract) – to prepare a technical design and obtain construction permits;Phase II (until 01/02/2025) – to prepare the project of the Object construction work, to perform and complete the Object construction Works, including all successfully performed tests, and to receive and submit to the Customer the Object construction completion acts.2.4. **The Contract is valid** until the full fulfillment of the contractual obligations of the parties or termination of the contract.2.5. **The accepted Contract amount** is the value of the tender according to the Contract price details of the procurement documents.2.6. **Contract Pricing and Payments** – The Contract is subject to revised pricing. Each payment for the work performed will be agreed in advance as a percentage of the contract price. Payments will be linked to the intermediate results achieved.2.6.1. Contract Price Adjustments Due to Changed Cost Prices – Amounts payable to the Contractor for Contract Works may be recalculated only if the value of the monthly construction cost price index “Engineering Structures” (Index) published by the Department of Statistics of the Republic of Lithuania changes:(A) more than 10% in any 12 - month period, or(B) more than 15% in any period after the issuance of the building permit, if no annual indexation has been carried out during that period.2.6.2. Amendments to the Contract Price due to amendment of the Laws – The Contract Price will be recalculated if the Laws or their interpretation change after the conclusion of the Contract and as a result the Contractor's Costs (Contract Execution Costs) increase or decrease. The Contractor will not be entitled to a profit from the Increased Costs. The contract price will be recalculated to take account of VAT increases or decreases due to VAT Laws. Changes in the legislation governing taxes other than VAT will not affect the price of the Contract.2.7. **Payment Procedure** – Payments to the Contractor will be made only after the Engineer (or Customer) confirms that all conditions attached to the regular payment have been met. Payment term – within 30 days from the date of submission of the Contractor's invoice.2.8. **Reserve** – not applicable.2.9. **Advance payment (advance)** – The Contractor will be entitled to an advance payment (advance) of 5% of the amount of the Contract accepted, exclusive of VAT. The advance payment must be refunded by deducting 5% from each Payment Certificate. Deductions must be made until the prepayment is fully refunded. In any case, the last outstanding payment of the advance, regardless of its amount, shall be deducted in the last Payment Certificate in accordance with the Agreement.2.10. **Retention percentage and amount of money withheld** – 10% of the amount payable is deducted from each Contractor's VAT invoice until the amount of money withheld is reached at 10% of the amount of the Contract accepted (excluding VAT).2.11. **Collateral**:2.11.1. Contract Performance Security (Performance Guarantee) – The Contractor will be required to provide the Client with a Contract Performance Security (Performance Guarantee). The amount of the guarantee must be 10% of the Accepted Contract amount for the entire Project (excluding VAT).2.11.2. Guarantee period guarantee – The amount of the guarantee for the first year is 10% of the contract price (excluding VAT), for the second and third years 5% of the contract price (excluding VAT).2.12. **Responsibility**:2.12.1. Compensation for delay – For stage I delay - 0.04% of the accepted Contract amount for stage I, for each day, is paid in euros. For Phase II delays – 0.04% of the Accepted Contract amount for Phase II, for each day, shall be paid in euros.2.12.2. Penalties for delay in completing minor work in progress and / or correcting defects – 1000 Eur for each day of violation, calculated for each case of violation.2.12.3. Penalties for delay in correcting defects within the time of Notification of Defects – 1000 Eur for each day of the violation, calculated for each case of violation.2.12.4. Penalty for delay in submitting a program or updated program – a fine of EUR 100 for late submission of a program or updated program. The total liability for the delay in submitting the updated program may not exceed EUR 10,000.2.12.5. Penalty for non-coordination of the technical project documentation with the Customer due to the fault of the Contractor within 3 times – 400 Eur for each re-adjustment of the documents exceeding the 3-time adjustment limit.2.12.6. Penalty if it is established that the Contractor's staff or employees of third parties for whom the Contractor is responsible are intoxicated with alcohol, narcotic, toxic and / or psychotropic substances – 1500 EUR in each case.2.13. **General Limits of Liability** – The following limits will apply to the liability of the Parties for direct damages under the Agreement:2.13.1. The total liability of the Contractor shall not exceed 100% of the amount of the Contract accepted;2.13.2. The Contractor's liability for delays shall not exceed 10% of the amount of the Contract accepted;2.13.3. The total liability of the Customer will not exceed 100% of the amount of the Accepted Contract.3. 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 3 % (i.e EUR 520 500 excluding VAT) of the original Contract price.4. 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** |
|  | **Regarding approval of LITGRID AB Board’s decision No. 5 of 26 October 2021 (minutes No. 25)** | 1. To approve creation (acquisition) of non-current assets by entering into “330 kV airline Darbėnai-Bitėnai construction works” design and construction works contract with a group of economic entities consisting of public limited companies Kauno tiltai and UAB Litenergoservis. The Contract price Excluding VAT is EUR 46,930,000.00, with VAT – EUR 56,785,300.00.2. To approve the essential conditions of the “330 kV airline Darbėnai-Bitėnai construction works“ design and construction works Contract:2.1. **General Terms and Conditions** – Contract Terms of the Contractor's Design and Construction Works, Design and Construction of Electrical and Mechanical Equipment and Equipment (Yellow Book), issued by the Fédération Internationale des Ingénieurs-Conceils (FIDIC), first edition 1999. (second revised edition in Lithuanian, 2007).2.2. **Object of the Contract**: construction works of 330 kV overhead line Darbėnai-Bitėnai.**Deadline for completion of works** – The works must be completed in full and properly completed by 01/05/2025.Work stages:Phase I (within 12 months from the conclusion of the contract) – to prepare a technical design and obtain construction permits;Phase II (until 01/05/2025) – to prepare the project of the Object construction work, to perform and complete the Object construction Works, including all successfully performed tests, and to receive and submit to the Customer the Object construction completion acts.2.4. **The Contract is valid until** the full fulfillment of the contractual obligations of the parties or termination of the contract.2.5. **The accepted Contract amount** is the value of the tender according to the Contract price details of the procurement documents.2.6. **Contract Pricing and Payments** – The contract is subject to revised pricing. Each payment for the work performed will be agreed in advance as a percentage of the contract price. Payments will be linked to the intermediate results achieved.2.6.1. Contract Price Adjustments Due to Changed Cost Prices – Amounts payable to the Contractor for Contract Works may be recalculated only if the value of the monthly construction cost price index “Engineering Structures” (Index) published by the Department of Statistics of the Republic of Lithuania changes:(A) more than 10% in any 12 – month period, or(B) more than 15% in any period after the issuance of the building permit, if no annual indexation has been carried out during that period.2.6.2. Amendments to the Contract Price due to amendment of the Laws – The Contract Price will be recalculated if the Laws or their interpretation change after the conclusion of the Contract and as a result the Contractor's Costs (Contract Execution Costs) increase or decrease. The Contractor will not be entitled to a profit from the Increased Costs. The contract price will be recalculated to take account of VAT increases or decreases due to VAT Laws. Changes in the legislation governing taxes other than VAT will not affect the price of the Contract.2.7. **Payment Procedure** – Payments to the Contractor will be made only after the Engineer (or Customer) confirms that all conditions attached to the regular payment have been met. Payment term - within 30 days from the date of submission of the Contractor's invoice.2.8. **Reserve** – not applicable.2.9. **Advance payment (advance)** – The Contractor will be entitled to an advance payment (advance) of 5% of the amount of the Contract accepted, exclusive of VAT. The advance payment must be refunded by deducting 5% from each Payment Certificate. Deductions must be made until the prepayment is fully refunded. In any case, the last outstanding payment of the advance, regardless of its amount, shall be deducted in the last Payment Certificate in accordance with the Agreement.2.10. **Retention percentage and amount of money withheld** – 10% of the amount payable is deducted from each Contractor's VAT invoice until the amount of money withheld is reached at 10% of the amount of the Contract accepted (excluding VAT).2.11. **Collateral**:2.11.1. Contract Performance Security (Performance Guarantee) – The Contractor will be required to provide the Client with a Contract Performance Security (Performance Guarantee).The amount of the guarantee must be 10% of the Accepted Contract amount for the entire Project (excluding VAT).2.11.2. Guarantee period guarantee – The amount of the guarantee for the first year is 10% of the contract price (excluding VAT), for the second and third years 5% of the contract price (excluding VAT).2.12. **Responsibility**:2.12.1. Compensation for delay – For stage I delay – 0.04% of the accepted Contract amount for stage I, for each day, is paid in euros. For Phase II delays – 0.04% of the Accepted Contract amount for Phase II, for each day, shall be paid in euros.2.12.2. Penalties for delay in completing minor work in progress and / or correcting defects – 1000 Eur for each day of violation, calculated for each case of violation.2.12.3. Penalties for delay in correcting defects within the time of Notification of Defects – 1000 Eur for each day of the violation, calculated for each case of violation.2.12.4. Penalty for delay in submitting a program or updated program – a fine of EUR 100 for late submission of a program or updated program. The total liability for the delay in submitting the updated program may not exceed EUR 10,000.2.12.5. Penalty for non-coordination of the technical project documentation with the Customer due to the fault of the Contractor within 3 times – 400 Eur for each re-adjustment of the documents exceeding the 3-time adjustment limit.2.12.6. Penalty if it is established that the Contractor's staff or employees of third parties for whom the Contractor is responsible are intoxicated with alcohol, narcotic, toxic and / or psychotropic substances – 1500 EUR in each case.2.13. **General Limits of Liability** – The following limits will apply to the liability of the Parties for direct damages under the Agreement:2.13.1. The total liability of the Contractor shall not exceed 100% of the amount of the Contract accepted;2.13.2. The Contractor's liability for delays shall not exceed 10% of the amount of the Contract accepted;2.13.3. The total liability of the Customer will not exceed 100% of the amount of the Accepted Contract.3. 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 3 % (i.e EUR 1 407 900 excluding VAT) of the original Contract price.4. 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. |  |  |

|  |  |  |
| --- | --- | --- |
| 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