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| **LITGRID AB**  Registered office address: A. Juozapavičiaus g. 13, Vilnius, Lithuania; legal entity code: 302564383; data collected and stored in the Register of Legal Entities |

Date of preparation of the ballot paper: 29-April-2019

**23 APRIL 2019 extraORDINARY GENERAL MEETING OF SHAREHOLDERS**

**GENERAL BALLOT PAPER**

**SHAREHOLDER DETAILS**

Please provide details about the voting shareholder in the table:

|  |  |
| --- | --- |
| Shareholder’s name and surname (legal name):  Name and surname/legal name | Shareholder’s national identity number (legal entity code):  National identity number/legal entity code |
| Number of shares held by the shareholder:  Number of shares | |

**VOTING ON PROCEDURAL ISSUES**

Please specify in the table the individuals whom you propose and vote in favour of:

|  |  |
| --- | --- |
| Propose to elect as chairperson of the General Meeting of Shareholders and vote in favour of the candidate proposed:  Name, surname | Propose to elect as secretary of the General Meeting of Shareholders and vote in favour of the candidate proposed:  Name, surname |
| Propose to appoint as the person responsible for carrying out the actions provided for in parts 2 and 3 of Article 22 of the Republic of Lithuania Law on Companies and vote in favour of the candidate proposed:  Name, surname | |

**VOTING ON AGENDA ISSUES**

Please circle the option in the table that you choose: “FOR” or “AGAINST”. In electing a member of the Company Board, please enter the number of votes being given in the right column of the table, in the row of the candidate you are voting for. Please note that in electing members of the Company Board, one share grants one vote to the shareholder.

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| --- | --- | --- | --- | --- |
| **Row No** | **Agenda issue** | **Proposed draft decisions** | **Vote** | |
|  | Concerning the approval of LITGRID AB Board decision of 26 April 2019 | **In accordance with the clause** 38 (X) **of the Articles of Association of LITGRID AB, to approve the decision by the Board of LITGRID AB dated 26 April 2019 as follows:**  **1. To agree with signing of the Contract on Future Conditions for Synchronous Merger of Electric Energy Systems of the Baltic States and Continental Europe (Contract) under the following essential conditions:**  1.1. The Contract’s parties are Baltic operators, supporting party – PSE, and at least two operators of Regional Group Continental Europe (RGCE).  1.2. The purpose of the Contract is to safeguard that the Baltic electricity transmission system would satisfy the requirements defined in the Continental Europe Synchronous Area Framework Agreement (SAFA).  1.3. The Contract defines rights and obligations of the operators of electricity transmission networks of the Baltic States and continental Europe in implementation of the tools regarding connection of the Baltic electricity transmission system to the Continental Europe Synchronous Area.  1.4. The Contract is valid until 31 Dec 2025. The Baltic operators have a right to extend the Contract for 3 more years.  1.5. In order to guarantee compliance with SAFA, the Contract states that the Baltic States have to fulfil certain technical requirements specified in the Catalogue of Measures.  1.6. Synchronization with CEN also demands for the following actions:   * + To disconnect the Baltic electric energy systems from the network IPS/UPS, to cancel the BRELL agreement if it is agreed to enter into an agreement on asynchronous work with IPS/UPS synchronous area.   + To test isolated work of the Baltic transmission system;   + To test synchronous work of the Baltic transmission system with the system of continental Europe.   1.7. Financing – the operators from the Baltic States agree to finance the measures specified in the Catalogue of Measures and other obligations undertaken hereby for their own account and/or using the funds of other organizations that are providing financial support to the operators of the Baltic transmission system.  1.8. No fines for non-implementation/improper implementation of contractual obligations are provided. Only direct losses caused by violation of the Contract’s provisions shall be reimbursed. They shall be limited to 5 million euros per year for each party of the Contract;  1.9. The Contract may be terminated by the initiative of RGCE countries if the violation makes the Contract’s implementation impossible and/or damage exceeds 5 million euros and is not covered by the country at default;  1.10. The Belgian law shall be applicable to the Contract.  2. This decision comes into effect when the regional work group of ENTSO-E Continental Europe approves the signing of the Contract on Future Conditions for Synchronous Merger of Electric Energy Systems of the Baltic States and Continental Europe and the aforementioned essential conditions. | **FOR** | **AGAINST** |

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| --- | --- | --- |
| Date |  | Name and surname/legal name |
| (date) |  | (name, surname and signature of the shareholder (or other person holding the right to vote with the shares thereof)) |