



Amber Grid
General meeting of shareholders

Notice on Convening an Extraordinary General Meeting of Shareholders of AB Amber Grid

On the initiative and by decision of the Board of AB Amber Grid (legal entity code 303090867, registered office address Laisvės av. 10, LT-04215 Vilnius, Lithuania), the Extraordinary General Meeting of Shareholders of AB Amber Grid is convened at the Company's registered office (address Laisvės av. 10, Vilnius) **on 14 October 2022 at 10:00 am.**

Draft Agenda of the Meeting:

1) Regarding approval of AB Amber Grid Board's decision of 20 September 2022 (minutes No. VLD-19)

Shareholder registration will commence at 9.15 a.m., 14 October 2022.
Shareholder registration will be closed at 9.45 a.m., 14 October 2022.

Record day of the General Meeting of Shareholders: 7 October 2022. Attendance and voting at the General Meeting of Shareholders shall be open to those persons who will be shareholders of the Company at the end of the record day of the General Meeting of Shareholders.

A person attending the General Meeting of Shareholders and entitled to vote must provide a proof of identity. A person who is not a shareholder shall, in addition to the aforementioned document, provide a document confirming his/her right to vote at the General Meeting.

Participation and voting at the General Meeting of Shareholders by electronic means shall not be possible.

On 20 September 2022, the Board of the Company approved the agenda of the General Meeting of Shareholders and the draft decision of the Meeting:

1) Regarding approval of AB Amber Grid Board's decision of 20 September 2022 (minutes No. VLD-19)

Draft decision:

"1. To approve the creation of fixed assets by entering into a contract of the I procurement part of the project for reconstruction works (including the preparation of a work project, except for the purchase of pipes) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaišiadorių region municipality, the length of which is about 2100 m), and to approve the essential conditions of the Contract:

1.1. Object of the Contract – the reconstruction works (including the preparation of the work project, except for the purchase of pipes) of a separate section of the main gas pipeline Vilnius - Kaunas (located at the address Kaišiadorių region municipality, the length of which is about 2100 m).

1.2. Contractor – UAB DS-1;

1.3. Contract price – EUR 1 632 075,00 (excluding VAT).

The Contract price can be changed:

- The customer has the right to refuse part of the works during the performance of the Contract, but the total value of the refused works cannot exceed 10 percent of the price.
- The customer has the right to change project solutions, but the total value of such changes cannot exceed 10 percent of the Contract price.
- The right to increase the scope of Works: no more than 10 percent from the price of the Contract, for the determination of the price of additional works mutatis mutandis by applying the provisions established in the general part of the Contract regarding the refusal of part of the works.
- In the cases and procedure provided by the Law on Procurement Being Executed by the Contracting Authorities Engaged in Water Management, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
- VAT is calculated according to the rates valid at the time of invoicing.
- The recalculation can be carried out 12 months after the date of signing the Contract and every 12 months of the execution of the Contract thereafter, if on the day of the recalculation the annual change in the price index of the construction costs of engineering networks published by the Lithuanian Statistics Department for the relevant month, compared to the value of this index published on the date of the signing of the Contract, is higher than 5 percent. Recalculation is carried out by multiplying the Work rates set in the Proposal by the conversion factor, which is calculated by dividing the price index of the corresponding month of the current year by the price index of the corresponding month of the previous year. Only the rates of those Works that are performed under the Contract after the price recalculation are recalculated. The recalculated rates come into effect and are applied only to those Works that were performed after the date of signing the additional agreement. The recalculation does not apply to the rates of those Works which the Contractor is late in performing due to reasons dependent on him (only for the delayed part of the Works).

1.4. Billing procedure – Transfer and acceptance of Works and payment for them are carried out in installments for the Works properly and actually performed during the reporting period (calendar month). The Customer shall pay the Contractor for the completed Works (or their part) no later than within 30 days from the date of receipt of the duly submitted invoice.

1.5. Assurance of fulfillment of obligations – Amount of assurance of fulfillment of the Contract - 10 percent of the Contract price.

1.6. The final deadline for the completion of the works – 30 June 2023. The extension of the deadline is possible in accordance with the procedure and conditions provided for in the Contract.

1.7. The term of warranty obligations for materials, products, devices and equipment – 5 years.

1.8. The validity period of ensuring the fulfillment of warranty obligations – 6 years.

2. To approve the creation of fixed assets by entering into a contract of the II procurement part of the project for reconstruction works (including the preparation of the working project and the preparation of the entire project, i.e. purchase of the pipes provided for in the scope of the I and II-procurement parts) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaunas region, the length of which is about 14600 m) and to approve the essential conditions of the Contract:

2.1. Object of the Contract - reconstruction works (including the preparation of the working project and the preparation of the entire project, i.e. purchase of the pipes provided for in the scope of the I and II-procurement parts) of a separate section of the Main Gas Pipeline Vilnius – Kaunas (located at the address of Kaunas region, the length of which is about 14600 m).

2.2. Contractor – UAB MT Group.

2.3. Contract price – EUR 10 924 000,00 (excluding VAT).

The Contract price can be changed:

- The customer has the right to refuse part of the works during the performance of the Contract, but the total value of the refused works cannot exceed 10 percent of the price.
- The customer has the right to change project solutions, but the total value of such changes cannot exceed 10 percent of the Contract price.
- The right to increase the scope of Works: no more than 10 percent from the price of the Contract, for the determination of the price of additional works mutatis mutandis by applying the provisions established in the general part of the Contract regarding the refusal of part of the works.
- In the cases and procedure provided by the Law on Procurement Being Executed by the Contracting Authorities Engaged in Water Management, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
- VAT is calculated according to the rates valid at the time of invoicing.
- The recalculation can be carried out 12 months after the date of signing the Contract and every 12 months of the execution of the Contract thereafter, if on the day of the recalculation the annual change in the price index of the construction costs of engineering networks published by the Lithuanian Statistics Department for the relevant month, compared to the value of this index published on the date of the signing of the Contract, is higher than 5 percent. Recalculation is carried out by multiplying the Work rates set in the Proposal by the conversion factor, which is calculated by dividing the price index of the corresponding month of the current year by the price index of the corresponding month of the previous year. Only the rates of those Works that are performed under the Contract after the price recalculation are recalculated. The recalculated rates come into effect and are applied only to those Works that were performed after the date of signing the additional agreement. The recalculation does not apply to the rates of those Works

which the Contractor is late in performing due to reasons dependent on him (only for the delayed part of the Works).

2.4. Billing procedure – Transfer and acceptance of Works and payment for them are carried out in installments for the Works properly and actually performed during the reporting period (calendar month). The Customer shall pay the Contractor for the completed Works (or their part) no later than within 30 days from the date of receipt of the duly submitted invoice.

2.5. Assurance of fulfillment of obligations – Amount of assurance of fulfillment of the Contract - 10 percent of the Contract price.

2.6. The final deadline for the completion of the works – 30 June 2023. The extension of the deadline is possible in accordance with the procedure and conditions provided for in the Contract.

2.7. The term of warranty obligations for materials, products, devices and equipment – 5 years.

2.8. The validity period of ensuring the fulfillment of warranty obligations – 5,1 years.“

The Company's shareholders may access the draft decisions of the General Meeting of Shareholders and other additional materials related to the General Meeting of Shareholders and the exercise of shareholders' rights at the Central Regulated Information Database at www.crib.lt and on the Company's website www.ambergrid.lt.

The shareholders of Amber Grid AB, whose shares carry at least 1/20 of the total number of votes, shall have the right to supplement the agenda of the General Meeting of Shareholders. The proposal to supplement the agenda shall be submitted in writing by registered mail or delivered to the Company's registered office at Laisvės av. 10, LT-04215 Vilnius (hereinafter referred to as the "Headquarters"). The proposal shall be accompanied by draft decisions on the proposed items or, where no decisions are required, explanations on each proposed item on the agenda of the General Meeting of Shareholders. The agenda shall be supplemented if the proposal is received by 30 September 2022 at the latest.

Shareholders holding shares representing at least 1/20 of the total votes shall have the right to propose new draft decisions in writing on the items on the agenda of the meeting at any time before or during the General Meeting of Shareholders. Such proposal shall be in writing and submitted to the Company by registered mail or delivered to the Headquarters. A proposal made at the meeting shall be registered in writing and forwarded to the Secretary of the General Meeting of Shareholders.

Shareholders shall have the right to submit to the Company questions relating to the agenda of the General Meeting of Shareholders to be held 14 October 2022 in advance, no later than by 11 October 2022. Questions shall be in writing and shall be submitted to the Company by registered mail or delivered to the Headquarters. The Company will not provide an answer to a question submitted by a shareholder in person if the relevant information is available on the Company's website.

Each shareholder shall have the right to authorise a natural or a legal person to attend and vote on his/her behalf at a General Meeting of Shareholders. The authorized person shall have an

identity document and a power of attorney certified in accordance with the procedure established by laws, which shall be delivered to the Headquarters no later than by the close of registration for the General Meeting of Shareholders. The authorized person shall have the same rights at the General Meeting of Shareholders as the shareholder he/she represents. The form of a power of attorney for representation at the General Meeting of Shareholders is available on the Company's website at www.ambergrid.lt.

Shareholders may vote on the items on the agenda of the General Meeting of Shareholders in writing by completing a general ballot paper. If a shareholder so requests, the Company shall send the general ballot paper form by registered mail or deliver it in person against signature free of charge no later than 10 days before the General Meeting of Shareholders. The completed general ballot paper shall be signed by the shareholder or his/her authorised representative. If the completed general ballot paper has been signed by a person who is not a shareholder, the completed ballot paper shall be accompanied by a document confirming the right to vote. The duly completed general ballot paper shall be submitted to the Company by registered mail or delivered against signature at the Headquarters not later than the close of shareholder registration for the General Meeting of Shareholders. The form of the general ballot paper is available on the Company's website at www.ambergrid.lt.

The total number of shares at the date of convening of the meeting was 178 382 514. All these shares carry voting rights.

The information provided for in Article 26 (2) of the Law on Companies of the Republic of Lithuania will be available on the Company's website at www.ambergrid.lt.

Information on supplements to the agenda and on the decisions adopted by the meeting will also be available on the Central Regulated Information Database www.crib.lt.

Annexes:

1. Voting ballot of AB Amber Grid;
2. Form of the power of attorney of AB Amber Grid.

More information:

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Attachments:

[Annex 1 voting ballot.docx](#)

[Annex 2 Amber Grid Power of attorney.docx](#)

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