

Panevezio statybos trestas AB
 P. Puzino Str. 1, Panevezys
 Company code 147732969
 VAT code LT477329610
 Reconvened Extraordinary General Meeting of Shareholders
 Meeting date and time: 1 February 2023 at 11:00

GENERAL BALLOT PAPER

Shareholder: _____

Shareholder's personal code (legal person's code): _____

Number of votes carried by shares: _____

Agenda:

1. Approval of the agreed material conditions for the settlement agreement with the State Tax Inspectorate.

Draft resolutions on the item to be discussed at the meeting	Shareholder's will	
	for	against
1. Approval of the agreed material conditions for the settlement agreement with the State Tax Inspectorate.		
<p>1.1. Taking into account the request of the Board pursuant to Subclause 7.1.11 of the Articles of Association of the Company, to approve conclusion of the settlement agreement (hereinafter referred to as 'the Settlement Agreement') with the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania (hereinafter referred to as 'the Creditor'), which will discontinue the enforcement proceedings No. 0102/20/00638 at the disposal of the bailiff S. Ramanauskas on collecting pursuant to the enforcement document – the resolution No. 2S-11 (20147) dated 20 December 2017 (hereinafter referred to as 'the Resolution'), issued by the Competition Council of the Republic of Lithuania (hereinafter referred to as 'the Competition Council') whereby the fine in the amount of 8,513,500 EUR has been imposed on the Company and the interest in the amount of 251,906.30 EUR has been accrued (as of 1 December 2022, the remaining amount due including the accrued interest is 5,775,071.30 EUR (hereinafter referred to as 'the Debt')), and will cancel the seizure applied to the assets of the Company securing collecting of the debt of the Company. Conclusion of the Settlement Agreement is approved under the following material conditions:</p> <p>1.1.1. The debt payment term is changed by rescheduling the debt payment for the period of 48 months, with monthly payments in equal amounts.</p> <p>1.1.2. The interest rate on the amount of the Debt will be equal to 3.65 %, calculated from the unpaid amount of the Debt and paid on a monthly basis together with the repayable part of the Debt, however the total amount of the interest for the entire period during which the Company undertakes to repay the entire Debt will not exceed the amount of 450,000 EUR.</p>		

<p>1.1.3. During the term of the Agreement the Company (i) will not distribute and/or pay, and will not propose to distribute or pay any dividends to the shareholders of the Company; (ii) will not grant new loans to any legal entities or natural persons; (iii) after <i>Seskinės projektai</i> UAB, the subsidiary of the Company, sells the real estate or business of the project U219 owned by it, not later than within 3 months the Company will recover the loan granted to <i>Seskinės projektai</i> UAB (or a part of it if the income received by <i>Seskinės projektai</i> UAB after the sale of the indicated property is not sufficient for full repayment of the loan) and will allocate the received amount for redemption of the entire Debt or a part of it (if the recovered amount of the loan is not sufficient to redeem of the entire remaining Debt).</p> <p>1.1.4. For the purposes of debt security for the benefit of the Creditor, the Company and the subsidiaries of the Company will pledge and insure the assets of the Company and the subsidiaries of the Company, the value of which determined by the method of comparative value (analogues of sales prices) based on the asset valuation report prepared by qualified asset valuers will correspond to the amount of the Debt and the specific composition of which is subject to approval by the Board of the Company.</p> <p>1.1.5. The Company will undertake to (i) pay the costs related to the decision execution in the enforcement proceedings No. 0102/20/00638, which arose prior to discontinuation of the enforcement proceedings, (ii) to reimburse all other costs indicated by the bailiff Saulius Ramanauskas in connection with the enforcement proceedings, (iii) pay the costs related to pledge of the assets to secure the Debt.</p>		
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Notes:

The shareholder is to express his/her will 'for' or 'against' on the item put for vote by affixing the signature in the relevant column.

The shareholder (the proxy):

(full name)

(signature)

2 pages in total.