

**Draft decisions of the extraordinary general meeting of shareholders of AB “Klaipėdos nafta” to be held on 11 February 2013**

On 18, 22 and 30 January 2013 the Board of AB “Klaipėdos nafta” (hereinafter, the “Company”) in its meetings decided *inter alia*:

To approve the following draft decisions of the extraordinary general meeting of shareholders of the Company, to take place on 11 February 2013 at 1 p.m.:

1. Regarding the amendment to the Articles of Association of the Company, presenting them as a new version.

*„1.1. To amend the Articles of Association of the Company, presenting them as a new version (please find enclosed).*

*1.2. To authorise (with the right to re-delegate the authority) the head of the Company to sign the new version of the Articles of Association of the Company and to present it for registration with the Register of Legal Persons.“*

2. Regarding the approval of the decision of the Board of the Company to enter into the Agreement for Assignment of the Rights of Claim with the winner of the public procurement “Procurement of Overdraft Services” by way of negotiated procedures with publication of a tender notice – Nordea Bank Finland Plc, acting in Lithuania through the Lithuanian Branch of Nordea Bank Finland Plc (hereinafter, the “Bank”).

*“To approve the following decision of the Board of the Company:*

*“To enter into an agreement with the Bank for assignment of the rights of claim to the receivable funds intended for covering all or some of the expenses of installation and operation of the liquefied natural gas terminal, its facilities and the connection to the Bank, this agreement for assignment of the rights of claim being intended to secure the Overdraft Agreement between the Company and the Bank, pursuant to which:*

- 1) The amount of the overdraft granted under the Overdraft Agreement must be LTL 120,000,000 (one hundred and twenty million). Upon the unilateral request of the Company, the amount of the overdraft may be increased by 30%, i.e. up to LTL 156,000,000 (one hundred and fifty six million);*
- 2) The overdraft must be given for a term until 30 June 2015, with a possibility to extend the agreement for an additional term of 12 months under conditions which may not be worse;*
- 3) The overdraft interest: the base interest rate – 3 months’ VILIBOR and the Bank’s interest margin – no more than 0.94%;*
- 4) The Company would assume the obligation not to pay dividend until obtaining of the deed of completion of construction of the liquefied natural gas terminal project.*

*To establish, that this decision of the Board shall become effective and the Agreement for Assignment of the Rights of Claim will be concluded with the winner after the expiry of the period of deferment of 15 days which is applicable to the conclusion of the Overdraft Agreement in accordance with paragraph 22 of Article 2 of the Law of the Republic of Lithuania on Public Procurement.”*



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A K C I N Ė B E N D R O V Ė

3. Regarding revocation of the Supervisory Council of the Company.

*„To revoke the Supervisory Council of the Company in corpore.“*

4. Regarding election of the Supervisory Council of the Company.

*„To elect three candidates having received the most votes into the Supervisory Council of the Company for the term of 4 years.“*