HISK HOLISTINĖS INFRASTRUKTŪROS STATYBŲ KOMPANIJOS

HISK AB

(incorporated in Lithuania with private limited liability, corporate ID code 147710353)

Information Document for the offering of bonds of HISK AB in the amount of up to EUR 8,000,000 and admission thereof to trading on the alternative market First North, administered by Nasdaq Vilnius AB

Information Document for the offering of bonds in amount of up to EUR 8,000,000 and admission thereof to trading on the alternative market First North, administered by Nasdaq Vilnius AB (the "**Information Document**") has been drawn up by HISK AB (the "**Company**" or the "**Issuer**") in connection with the public offering of bonds of the Company (the "**Bonds**") in the amount of up to EUR 8,000,000 in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia (the "**Offering**") and admission thereof (the "**Admission**") to trading on the First North in Lithuania (the "**First North**"), a multilateral trading facility (alternative market in Lithuania) administered by the regulated market operator Nasdaq Vilnius AB (the "**Nasdaq**").

This Information Document is not a prospectus within the meaning of the Regulation (EU) 2017/1129 of the European Parliament and of the Council (the "**Prospectus Regulation**") and the Law on Securities of the Republic of Lithuania (the "**Law on Securities**") and was not approved by the Bank of Lithuania (the "**LB**"). The prospectus for the Offering and Admission is not prepared following Article 3(2) of the Prospectus Regulation and Article 5(2) of the Law on Securities.

Public offering of the Bonds is made only on the basis of information contained in this Information Document which was prepared i) pursuant to the requirements of the Decision of the Board of the LB No. 03-185 on Approval of Description of Requirements for the Preparation of the Information Document, dated 7 December 2023 (the "**Decision of LB**") from the Lithuanian law perspective, ii) following Article 16^{1} of the Financial Instrument Market Law of the Republic of Latvia (the "**Financial Instrument Law**") and Bank of Latvia Regulation No. 261 "Regulations on the preparation and publication of the information document for a public offer", dated 18 December 2023 (the "**Regulation on Offering Information Documents**") from Latvian law perspective, and iii) in accordance with Article 15(6) of the Securities Market Act of the Republic of Estonia and Regulation No. 10 of the Minister of Finance of the Republic of Estonia „Requirements for the Information Document for the Offering of Securities", dated 16 May 2024, from Estonian law perspective. In addition to that, the Information Document was also supplemented with information, which is required under the Rules of First North in Lithuania, approved by the decision of the Board of Nasdaq No. 18-60, dated 12 December 2018 as further amended by the decision of the Board of Nasdaq No. 20-31, dated 31 March 2020 (the "**Rules of First North in Lithuania**").

This Information Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Furthermore, the distribution of this Information Document in certain jurisdictions may be restricted by law. Thus, persons in possession of this Information Document are required to inform themselves about and to observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The information contained herein is current as of the date of this Information Document. Neither the delivery of this Information Document, nor the offer, sale or delivery of the Bonds shall, under any circumstances, create any implication that there have been no adverse changes occurred or events have happened, which may or could result in an adverse effect on the Company's or its Subsidiaries (collectively the "**Group**") business, financial condition or results of operations and/or the market price of the Bonds. Nothing contained in this Information Document constitutes, or shall be relied upon, a promise or representation by the Issuer or the Lead Manager as to the future.

Although the whole text of this Information Document should be read, the attention of persons receiving this Information Document is drawn, in particular, to the Section headed *Risk Factors* contained in Section II of this

Information Document. All statements regarding the Company's and the Group's business, financial position and prospects as well as the Offering should be viewed in light of the risk factors set out in Section II of this Information Document.

Artea bankas AB (the "**Lead Manager**", or the "**Dealer**") is the lead manager in Lithuania for the purposes of Offering of the Bonds and Admission thereof to trading on First North. Law Firm TGS Baltic is the certified advisor for the purposes of Offering of the Bonds and Admission thereof to trading on First North (the "**Certified Advisor**").

Lead Manager

Artea

The date of this Information Document is 4 July, 2025

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I. INTRODUCTION

Information Document. This Information Document has been prepared by the Company in connection with the Offering and the Admission, solely for the purpose of enabling any prospective Investor to consider an investment in the Bonds. The information contained in the Information Document has been provided by the Issuer and other sources identified herein.

This Information Document should be read and constructed together with any updates, supplement hereto (if any) and with any other Information Documents attached herein and/or incorporated by reference (if any).

1.1 Responsibility for this Information Document

Persons responsible. The person responsible for the information provided in this Information Document HISK AB, corporate ID code 147710353, with the registered office at S. Kerbedžio Street 7, LT-35104 Panevėžys, Lithuania. The Company accepts responsibility for the information contained in this Information Document. To the best of the knowledge and belief of the Company, Manager Robert Ziminski hereby certifies that, the information contained in this Information Document is true, in accordance with the facts, no important information that could affect its meaning is omitted and that all reasonable steps have been taken to ensure it.

Robert Ziminski Manager (CEO)	Mindaugas Ambrasas CFO

Limitations of liability. The Lead Manager and the Certified Advisor expressly disclaim any liability based on the information contained in this Information Document or any individual parts hereof and will not accept any responsibility for the correctness, completeness or import of such information. No information contained in this Information Document or disseminated by the Company in connection with the Offering and/or the Admission may be construed to constitute a warranty or representation, whether express or implied, made by the Lead Manager or the Certified Advisor.

Neither the Company nor the Lead Manager or the Certified Advisor will accept any responsibility for the information pertaining to the Offering, Admission, the Group or its operations, where such information is disseminated or otherwise made public by third parties either in connection with this Offering or otherwise.

By participating in the Offering, investors agree that they are relying on their own examination and analysis of this Information Document (including the financial statements of the Group which form an indispensable part of this Information Document) and any information on the Company, the Group that is available in the public domain. Investors should also acknowledge the risk factors that may affect the outcome of such investment decision (as presented in Section II *Risk Factors*).

Investors should not assume that the information in this Information Document is accurate as of any other date than the date of this Information Document. The delivery of this Information Document at any time after the conclusion of it will not, under any circumstances, create any implication that there has been no change in the Company's (its Group's) affairs since the date hereof or that the information set forth in this Information Document is correct as of any time since its date.

In the case of a dispute related to this Information Document or the Offering, the plaintiff may have to resort to the jurisdiction of the Lithuanian courts and consequently a need may arise for the plaintiff to cover relevant state fees and translation costs in respect of this Information Document or other relevant Information Documents.

1.2 Notice to prospective investors and selling restrictions

The Offering under this Information Document will be made in one or several Tranches as public offering in Lithuania, Latvia and Estonia pursuant to exemption under Article 3(2)(b) of the Prospectus Regulation (for additional information please see Section V *Subscription and Sale of the Bonds*).

The distribution of this Information Document in certain jurisdictions may be restricted by law. Any person residing outside the Republic of Lithuania, the Republic of Latvia or the Republic of Estonia may receive this Information Document only within limits of applicable special provisions or restrictions. The Issuer requires persons into whose possession this Information Document comes to inform themselves of and observe all such restrictions. This Information Document may not be distributed or published in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Lithuanian laws. This Information Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The Issuer, the Lead Manager or their representatives and/or legal advisers do not accept any legal responsibility whatsoever for any such violations, whether or not a prospective investor is aware of such restrictions.

In addition to that this Information Document may not be used for, or in connection with, and does not constitute, any offer to sell, or an invitation to purchase, any of the Bonds offered hereby in any jurisdiction in which such offer or invitation would be unlawful. Persons in possession of this Information Document are required to inform themselves about and to observe any such restrictions, including those set out in this Section. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

As a condition for the subscription/purchase of any Bonds in the Offering, each subscriber/purchaser will be deemed to have made, or in some cases be required to make, certain representations and warranties, which will be relied upon by the Company, the Lead Manager and others. The Company reserves the right, at its sole and absolute discretion, to reject any subscription/purchase of Bonds that the Company, the Lead Manager or any agents believe may give rise to a breach or a violation of any law, rule or regulation.

1.3 Certain provisions, related to presentation of information

Approximation of numbers. Numerical and quantitative values in this Information Documents (e.g., monetary values, percentage values, etc.) are presented with such precision which the Company deems sufficient in order to convey adequate and appropriate information on the relevant matter. From time to time, quantitative values have been rounded up to the nearest reasonable decimal or whole value in order to avoid excessive level of detail. As a result, certain values presented do not add up to total due to the effects of approximation. Exact numbers may be derived from the financial statements of the Group to the extent that the relevant information is reflected therein.

Third party information and market information. With respect to certain portions of this Information Document, some information may have been sourced from third parties, in such cases indicating the source of such information in the Information Document. Such information has been accurately reproduced as far as the Company is aware and is able to ascertain from the information published by such other third parties that no facts have been omitted, which would render the reproduced information inaccurate or misleading. Certain information with respect to the markets, on which the Company and its Subsidiaries are operating, is based on the best assessment made by the Management. With respect to the industry, in which the Group is active, and certain jurisdictions, in which its operations are being conducted, reliable market information might be unavailable or incomplete. While every reasonable care was taken to provide the best possible estimate of the relevant market situation and the information on the relevant industry, such information may not be relied upon as final and conclusive. Investors are encouraged to conduct their own investigation into the relevant market or seek professional advice. Information on market shares represents the Management's views, unless specifically indicated otherwise.

Forward looking statements. This Information Document includes forward-looking statements. Such forward-looking statements are based on current expectations and projections about future events, which are in turn made on the basis of the best judgment of the Management. Certain statements are based on the belief of the Management as well as assumptions made by and information currently available to the Management. Any forward-looking statements included in this Information Document are subject to risks, uncertainties and assumptions about the future operations of the Group, the macro-economic environment and other similar factors.

In particular, such forward-looking statements may be identified by use of words such as strategy, expect, forecast, plan, anticipate, believe, will, continue, estimate, intend, project, goals, targets, would, likely, anticipate and other words and expressions of similar meaning. Forward-looking statements can also be identified by the fact that they do not relate strictly to historical or current facts. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Company is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Information Document whether as a result of such changes, new information, subsequent events or otherwise.

The validity and accuracy of any forward-looking statements is affected by the fact that the Group operates in a competitive business. This business is affected by changes in domestic and foreign laws and regulations, taxes, developments in competition, economic, strategic, political and social conditions and other factors. The

Group's actual results may differ materially from the Management's expectations because of the changes in such factors. Other factors and risks could adversely affect the operations, business or financial results of the Group (please see Section II *Risk Factors* for a discussion of the risks which are identifiable and deemed material at the date hereof). However, the risk factors described in the Information Document do not necessarily include all risk and new risk may surface. If one or more of the risk factors described in this Information Document or any other risk factors or uncertainties would materialize or any of the assumptions made would turn out to be erroneous, the Group's actual business result and/or financial position may differ materially from that anticipated, believed, expected or estimated. It is not the Group's intention, and it will not accept responsibility for updating any forward-looking statements contained in this Information Document, unless required by applicable legislation.

1.4 Information incorporated by Reference

No documents or content of any website are incorporated by reference in this Information Document in accordance with Item 7 of the Decision of LB, except:

i) for the currently valid wording of the Articles of Association of the Company (the "**Articles of Association**");

ii) the audited consolidated financial statements of the Issuer and its subsidiaries (the "**Group**") for the financial year ended 31 December 2024 together with the annual report and independent auditor's report on the financial statements;

iii) the audited stand-alone financial statements of the Issuer for the financial year ended 31 December 2024;

(the "**Financial Statements**"), which are available on the website https://www.hisk.lt/investuotojams of the Company.

Documents on Display. Throughout the lifetime of this Information Document, the Articles of Association and the Financial Statements may also be inspected at the head office of the Company located at S. Kerbedžio Street 7, LT-35104 Panevėžys, Lithuania on business hours of the Company. Any interested party may obtain copies of these documents from the Company without charge.

Preparation and publication of supplements to the Information Document

If, after the publication of this Information Document but prior to the closing of the Bonds offering, the Issuer becomes aware of any significant new factor, material mistake or material inaccuracy relating to the information included in this Information Document which is capable of affecting the assessment of the Bonds, the Issuer shall prepare a supplement to this Information Document. The Issuer shall also amend the summary of the Information Document as necessary to reflect such changes.

Any supplement to the Information Document shall be published in the same manner as this Information Document and shall form an integral part thereof.

II. RISK FACTORS

The following is a disclosure of certain risk factors that may affect the Issuer's ability to fulfil its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the risks associated with the Bonds are described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to the Issuer or which it may not currently be able to anticipate. Prospective Investors should also read the detailed information set out elsewhere in this Information Document and reach their own views prior to making any investment decision.

Before deciding to purchase/subscribe the Bonds, Investors should carefully review and consider the following risk factors and other information contained in this Information Document. Should one or more of the risks described below materialize, this may have a material adverse effect on the business, prospects, shareholders' equity, net assets, financial position and financial performance of the Issuer or the Group. Moreover, if any of these risks occur, the market value of the Bonds and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Bonds may decrease, in which case the Bondholders could lose all or part of their investments. Additional risks and uncertainties, which are not currently known to the Issuer or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer and/or the Group and have a material adverse effect on their cash flows, financial performance and financial condition. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the cash flows, financial performance and financial condition of the Issuer and/or the Group.

2.1 General business risk factors

Geopolitical risk
In February 2022, the Russian Federation invaded Ukraine. The military actions affect not only the economy in Ukraine, Russia and Belarus, but also the European Union and global economy. The situation in Ukraine is extremely volatile and inherently uncertain. Currently, considering the ongoing and dynamic nature of the situation, a reliable estimate of the financial and non-financial impact cannot be made.

Since the Group mainly operates in the Republic of Lithuania, and has a branch, as well as a subsidiary SIA "Latgales Celdaris" in the Republic of Latvia, transfer of business to other jurisdictions may become difficult due to competition, licensing, necessity to transfer or to acquire new or additional workforce, or due to other significant factors. If the geopolitical situation in Lithuania and (or) Latvia escalates, the Group may face the risk of halted or slowed down projects, as well as reduced number of new projects due to such events affecting the Group's employees, or client's prioritizing their security and other related aspects over receipt and payment of the Group's commodities and (or) carried out contractual works. A materialization of these risks may have a material adverse effect on the Group's business, results of operation or financial condition.

2.2 Group specific risk factors

Public tender risk
The Group's growth and revenue projections are reliant on success in public procurement. However, public procurements usually are highly competitive and provide no guarantee for the Group to secure the agreements. Even if the Group manages to win the public procurements in which it participates in, further processes of the procurements, such as conclusion of the agreements, beginning of construction works and other similar procedures, may be delayed due to external factors not controlled by the Group – claims from other participants of the public procurements, prolonged coordination of documentation and execution from contracting authorities, legal disputes with such authorities and other similar reasons. Failure to win public tenders or prolonged procedure of signing and executing the agreements, as well as start of the construction works may lead to lower-than-expected revenue and may adversely affect the Groups' financial performance.

Workplace safety and security risk
By 31 December 2024 there were 536 employees of the Issuer. The employees of the Group often work in high-risk areas – construction sites – constructing buildings, water supply and sewage disposal networks, installing electricity supply and distribution equipment, electricity networks and other similar constructions, using heavy and (or) dangerous equipment and machinery. Due to workplace environment risks, the Group is obligated to ensure a safe workplace environment, failure of which may lead to serious injuries or even deaths of employees and (or) other third persons, as well as legal liabilities (administrative, criminal and (or) civil), and

financial losses (cover of damages, penalties). Workplace security threats in certain workplace locations may also lead to disrupted operations of the Group, which could impact the outcome of the Groups ongoing projects (due to necessity to remove any workplace hazards, opening of various investigations, etc.), and could lead to the Group not performing its' obligations on time. Failure to ensure a safe workplace environment may also cause reputational damage to the Group.

Labour market risk
The Group's business focuses on construction business – from general construction works, water supply and sewage disposal network development, to construction and installation of electrical networks and systems. The Group's ability to deliver on its' projects in this business segment is dependent on its workforce – employees specialising in various parts of construction business. The Group may face challenges in recruiting and retaining skilled labour due to a shrinking workforce in Lithuania. Labour shortages or increased labour costs could affect the Issuer's operational efficiency and profitability. Labour shortages may also prevent the Group from participating in larger scale projects.

Commodity price volatility risk
The Group's operations depend heavily on materials, such as metals, concrete, stone and other commodities. Prices of commodities usually are highly volatile and dependent on various factors, such as geopolitical situation, restrictions on the movement of goods, sanctions, etc. As a result, significant fluctuations in commodity prices may lead to increased production costs and reduced profit margins, which may negatively impact the Groups' financial performance.

Potential challenges on acquiring the required infrastructure, equipment and technologies
The Group carries out various projects by utilising specific infrastructure, equipment and technologies, most of which can only be acquired by major capital investments. The Group may not always have the necessary funds to acquire such infrastructure, equipment and (or) technologies, and may also face difficulties finding sources of financing. Furthermore, a risk remains that circumstances could appear in which credit institutions can request that the Issuer and its Subsidiaries offer additional guarantees for credits that could be given. Also, there is a possibility that the Issuer and its Subsidiaries could reach such level of liabilities, where credit institutions would lend funds to the Issuer and its Subsidiaries under less favourable conditions than they lend on the date of the Information Document. Such circumstances could have an adverse effect on the Issuer's ability to raise borrowed funds for investments.

Seasonality of work
Usually, the Group carries the projects during specific seasons (e. g. spring, summer), and may be unable to do so during cold and (or) wet seasons (winter, autumn). The seasonality of work may cause a halt in certain projects operated by the Group, which may lead to uncertainty in revenue streams, as well as reduced working capital of the Group. In addition, Seasonality of work leads to end of seasonal employment contracts after the end of the specific season, which may lead to an increased turnover of staff. Turnover of staff may create difficulties for the Group to find the necessary employees during the upcoming work seasons and could affect the Issuer's operational efficiency and profitability.

2.3 Risks associated with the market environment and macroeconomic conditions

Competition risk
The Group faces competition from a number of different market players in its activities, including competition for clients and employees. The Group competes primarily based on its service and contracting range, pricing, established client relationships, technical knowledge and the efficient handling of various projects. If the Group is unable to develop new construction project portfolios and to attract new clients, to respond to client trends, to increase its operating efficiency and to reduce its operating and overhead costs, it may not be able to successfully compete in the relevant markets.

Economical instability, including reduced amounts of public investments
A large portion of the Group's projects revolves around public procurement agreements. Since the Group specialises in construction, reconstruction, repair of roads, such public procurements are organised by public authorities – municipalities, state and municipal authorities, and other similar bodies, controlled by the state. Due to declining financing from the state and municipalities for construction of roads, the Group may face the risk of fewer than anticipated public procurement projects, which may affect the financial position and performance of the Group.

2.4 Risk factors related to the Bonds

The Bonds may be not a suitable investment for all investors
Each potential Investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Information Document;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- understand thoroughly the terms of the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential Investor should not invest in the Bonds unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Issuer's default risk
Any person who purchases the Bonds is relying on the financial status of the Issuer, but the respective persons shall have no rights against any other person. Thus, Credit risk should be evaluated as a possibility that the Issuer might become insolvent, go bankrupt, its business being suspended or terminated, and as a result, it would be impossible to redeem the Bonds and/or pay the accrued interest to the Bondholders. Moreover, should the Issuer become insolvent, legal protection proceedings or out-of-court legal protection proceedings of the Issuer are initiated during the term of the Bonds, an investor may forfeit interest payable on, and the principal amount of, the Bonds in whole or in part. An investor is always solely responsible for the economic consequences of its investment decisions. The Bonds constitute direct, unconditional, and unsubordinated obligations of the Issuer, which will at all times rank *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. In addition to that no state guarantee (insurance) is applicable in case of non-redemption of the Bonds.

In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Bonds when they fall due actually has not decreased, the market participants could nevertheless be of that opinion. In particular, the market participants may in particular be of such opinion if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the industries sector adversely change. If any of these risks occur, the third parties would only be willing to purchase Bonds for a lower price than before the materialization of said risk. The market value of the Bonds may therefore decrease.

Surety Risk
The Bonds will be secured by a surety issued by the Issuer's Subsidiary Ukmergės keliai, UAB as the Surety Provider (see Clause 3(c) *Collateral* of the General Terms and Conditions of the Bonds Section 4.2 below). Apart from the surety referred to above, there are no other collateral of the Issuer or security issued by any third parties. Nonetheless, the surety does not guarantee that, in the event of a default by the Issuer, the Surety Provider will be capable to satisfy in full all the claims of the Bondholders. Therefore, in the event of the insolvency of the Issuer or Surety Provider, their assets will be used primarily to satisfy the claims of those creditors whose claims are secured by pledges and (or) mortgages of the Issuer's and Surety Providers' assets or property. Therefore, there is a risk that in such an event, the assets of the Surety Provider may not be sufficient to satisfy in full all the claims of the Bondholders.

Interest rate risk
If interest rates in general or particularly with regard to obligations of corporate debtors or corporate debtors with activities in the industries sector for durations equal to the remaining term of the Bonds increase, the market value of the Bonds may decrease. The longer the remaining term of a debt instrument, the stronger is its market value affected by changes of the interest rate level. There are further factors which may affect the market value of the Bonds, including, but not limited to global or national economic factors and crises in the global or national financial or corporate sector. Bondholders should be aware that movements of the market interest rate can adversely affect the market price of the Bonds and can lead to losses for the Bondholders if they sell their Bonds.

Inflation risk

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Bonds. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

An active secondary market for the Bonds may not develop
The Bonds constitute a new issue of securities by the Issuer. Prior to Admission to trading on First North, which is an alternative market in Lithuania, there is no public market for the Bonds and other securities of the Issuer. Although application(s) will be made for the Bonds to be admitted to trading on First North, there is no assurance that such application(s) will be accepted, and the Bonds will be admitted to trading. In addition, Admission to trading the Bonds on an alternative market will not guarantee that a liquid public market for the Bonds will develop or, if such market develops, that it will be maintained, and neither the Issuer, nor the Lead Manager is under any obligation to maintain such market. If an active market for the Bonds does not develop or is not maintained, it may result in a material decline in the market price of the Bonds, and the liquidity of the Bonds may be adversely affected. In addition, the liquidity and the market price of the Bonds can be expected to vary with changes in market and economic conditions, the financial condition and the prospects of the Issuer, as well as many other factors that generally influence the market price for securities. Accordingly, due to such factors the Bonds may trade at a discount to the price at which the Bondholders purchased/subscribed the Bonds. Therefore, investors may not be able to sell their Bonds at all or at a price that will provide them with a yield comparable to similar financial instruments that are traded on a developed and functioning secondary market. Further, if additional and competing financial instruments are introduced on the markets, this may also result in a material decline in the market price and value of the Bonds.

Amendments to the Bonds bind all Bondholders
The Law on Protection of Interests of Bondholders requires and the terms of the Bonds contain provisions for calling Bondholders’ Meetings to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant Bondholders’ Meetings and Bondholders who voted in a manner contrary to the majority. This may incur financial losses, among other things, to all Bondholders, including such Bondholders who did not attend and vote at the relevant Bondholders’ Meetings and Bondholders who voted in a manner contrary to the majority.

Taxation of Bonds
Potential purchasers/subscribers and sellers of the Bonds should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Bonds are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Bonds. Potential investors are advised to ask for their tax advisers’ advice on their individual taxation with respect to the acquisition, sale and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor.

Refinancing risk
The Issuer may be required to refinance certain or all of its outstanding debt, including the Bonds. The Issuer's ability to successfully refinance its debt is dependent on the conditions of the debt capital markets and its financial condition at such time. Even if the debt capital markets improve, the Issuer's access to financing sources at a particular time may not be available on favorable terms, or at all. The Issuer´s inability to refinance its debt obligations on favorable terms, or at all, could have a negative impact on the Group’s operations, financial condition, earnings and on the Bondholders' recovery under the Bonds.

The Bonds contain several covenants governing the Issuer's operations and generally do not limit its ability to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Bonds and the Bondholders
The Bonds contain several provisions designed to protect the Bondholders from a reduction in the creditworthiness of the Issuer. In particular, the terms of the Bonds do not, except for the Events of Default conditions, restrict the Issuer’s ability to increase or decrease its share capital, to enter into a merger, asset sale or other significant transaction that could materially alter its existence, jurisdiction of organization or regulatory regime and/or its composition and business. In addition, the Issuer is not prohibited from issuing further debt as long as the financial covenants are followed. If the Issuer incurs significant additional debt ranking equally with the Bonds, it will increase the number of claims that would be entitled to share with the Bondholders the proceeds distributed in connection with an insolvency of the Issuer. Further, neither the Issuer nor any Subsidiary is limited to provide pledge or mortgage over its assets, therefore those creditors would be in a preferred position vis-a-vis the claims of the Bondholders. As a result, generally none of the covenants, which the Company undertakes to follow guarantees that the creditworthiness of the Issuer will not be reduced. Therefore, in the event that the Issuer enters into any of the above transactions, Bondholders could be materially adversely affected.

Early redemption risk

According to the Conditions of the Bonds, the Bonds may be redeemed prematurely on the initiative of the Issuer, after 6 months from the issue of the Bonds as described in the Terms and Conditions of the Bonds. The Issuer may choose to redeem the Bonds at times when prevailing interest rates may be relatively low. In such circumstances a Bondholder may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Bonds and may only be able to do so at a significantly lower rate. Therefore, if this early redemption right is exercised by the Issuer, the rate of return from an investment into the Bonds may be lower than initially anticipated.

In addition, this optional redemption feature is likely to limit the market value of the Bonds. During any period when the Issuer may, or is perceived to be able to, elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

2.5 Legal Risk Factors

Compliance with legal acts

The Group is required to comply with large number of laws and regulations in numerous countries relating, but not limited to operational procedures and quality standards. Any failure to comply with the applicable laws and regulations may expose the Group to administrative penalties and civil remedies including fines or injunctions, as well as in certain cases even minor infringement proceedings can be started. Although the Group has policies in place throughout its entire organization to protect against such non-compliance, the risk of failure to comply with all legal requirements may not be totally excluded. Should any material non-compliance be established by competent authorities and not rectified in due time, it may have serious financial consequences for the Group and negative impact on Group’s reputation.

Litigation risks

In the course of their ordinary business operations, companies of the Group might be involved in several legal, regulatory, administrative, criminal and arbitration proceedings, as plaintiffs or defendants, the outcome of which cannot currently be predicted with any certainty (for more information please see section 3.3 *Information about the Issuer – Other information – Legal and arbitration proceedings).* Such proceedings, especially criminal ones, could materially and adversely impact the Group’s reputation, possibility to participate in public procurement tenders, and hence its prospects and results of operations. Also, the Group’s failure to assess the likely outcome of any proceedings against it could have a material adverse effect on its business, results of operations and financial condition.

The Group also has potential liability arising from injuries to, or deaths of, workers, including, in some cases, workers employed by its contractors. The Group’s insurance for health and safety claims or the relevant workers’ compensation arrangements may not be adequate to meet the costs that may arise on any future health and safety claims. Any failure by the Group to adequately cover these costs may have a material adverse effect on the Group’s business, results of operations and financial conditions.

Changes to regulation, including evolving environmental requirements

Construction business segment, including road construction, faces frequent changes. Such changes are not always reasonably foreseeable and (or) beneficial to the Group, as they may require additional licensing, qualifications or requirements from the Group in its’ business activities. For example, in recent years, stricter requirements for issuing construction permits related to environmental impact assessments have come into force. This has led to longer project approval times and additional costs for consultations and documentation. As a result, some projects have been postponed, which has affected revenue stream planning and short-term profitability.

In addition, in recent years a strong focus on the environmental requirements has been put in the construction sector. For example, from the end of 2024, updated green procurement criteria have come into force in Lithuania, which are particularly relevant in the field of construction works. As a result, companies that do not invest in sustainability solutions may lose the opportunity to participate in or win public procurement tenders. The Group always aims to meet such requirements, as well as taking the initiative in the environmental sector itself, for example, by moving towards usage of green energy.

Failure to meet the existing and upcoming requirements may result in Group breaching the applicable legal acts, which may negatively impact both the Group’s financial standing, as well as reputation.

III. INFORMATION ABOUT THE ISSUER

3.1. Key Information

Table 1:

Company name	**HISK AB**
Date and Place of Registration	28 June 1993, Panevėžys, Lithuania
Legal Entity Code	147710353
VAT Number	LT477103515
Registered Office Address	S. Kerbedžio str. 7, 35104 Panevėžys
Legal Form	Public Limited Liability Company
Company Register	State Enterprise Center of Registers, Register of Legal Entities
Phone number	+370 45 502 601
Email Address	info@hisk.lt
Website	www.hisk.lt
Auditor	Grant Thornton Baltic UAB

3.2. About the Company

HISK AB is one of the largest construction companies in the Baltic States, with 60 years of experience in infrastructure development in Lithuania and abroad. Leveraging its accumulated expertise, the latest technologies, and a holistic approach, the company implements a wide range of projects – from national infrastructure facilities to other significant construction and infrastructure solutions.

Company History

- In 1965, the Panevėžys Road Construction Administration No. 5 was established in Panevėžys. It specialized in the construction and repair of roads, streets, and bridges in the region.

- On 22 April 1993, the founding meeting of the joint-stock company Panevėžio keliai shareholders was held. Based on the decisions of that meeting, Panevėžio keliai AB was officially registered on 28 June 1993.

- In 2021, a reorganization process began within the Panevėžio keliai AB group – merging the companies involved in the construction, repair, and design of transport infrastructure into a single entity. This included the digitalization of operational processes and the consolidation and optimization of overlapping functions.

- On 4 April 2022, the company changed its name to HISK AB (Holistic Infrastructure Construction Companies) and adopted new brand names: HISK and HISK Infrastruktūra.

The new name HISK (Holistic Infrastructure Construction Company) reflects a new stage in the company's development. The holistic (all-encompassing) approach unites both the company and its group entities into an inseparable whole, pursuing a common goal – the creation of value for the end user, client and customer.

Core Values, Business Objectives

The Company is known for its professionalism, high-quality work, and strict adherence to deadlines. The company values long-term relationships with clients and partners, assumes the responsibilities of a general contractor and is committed to continuous improvement and contributing to the development of modern infrastructure.

The main goal of the Company is to develop fully modern infrastructure that aligns with 21st-century trends and contributes to a better environment and societal well-being by reducing its climate impact and increasing sustainability in its operations. The Company is focused on sustainable construction and environmentally friendly solutions, aiming to adapt to market trends and regulatory requirements. Every infrastructure project entrusted to the Company is carried out from start to finish with the highest standards and innovative ideas.

In its operations, the Company follows a holistic approach: not only the project outcome matters, but also the thoroughly considered process. The company first seeks to understand the needs of the primary infrastructure user – society – and to identify the most effective, practical solutions for everyday life. When creating infrastructure, the Company envisions a cohesive and sustainable whole: it sees itself not only as a builder of individual infrastructure objects, but also as a provider of integrated infrastructure solutions and an active participant in the circular economy.

The Company's long-term objectives are:

- **Marketability**. Commitments are fulfilled professionally and faster than contractually agreed, enhancing the company's attractiveness in the market.

- **Meritocracy**. A community where leadership is based on ability. The Company fosters a diverse, engaged, and tolerant workforce. These qualities are cultivated within the company, enabling employees to fulfil their responsibilities competently, contribute ideas to enhance efficiency and improve the working environment, and ultimately help create a more advanced, efficient, and inclusive organization—one that is respected in the business world and capable of attracting and retaining top clients and talent.

- **System Efficiency**. Continuous monitoring, updating, and improvement of implemented modern management systems, digital project management tools, and other operational systems.

Company operations

The core activities of the Company:

- Construction and renovation of transport infrastructure;
- Production and sale of asphalt concrete, concrete, emulsion, and other road construction materials;
- Other services.

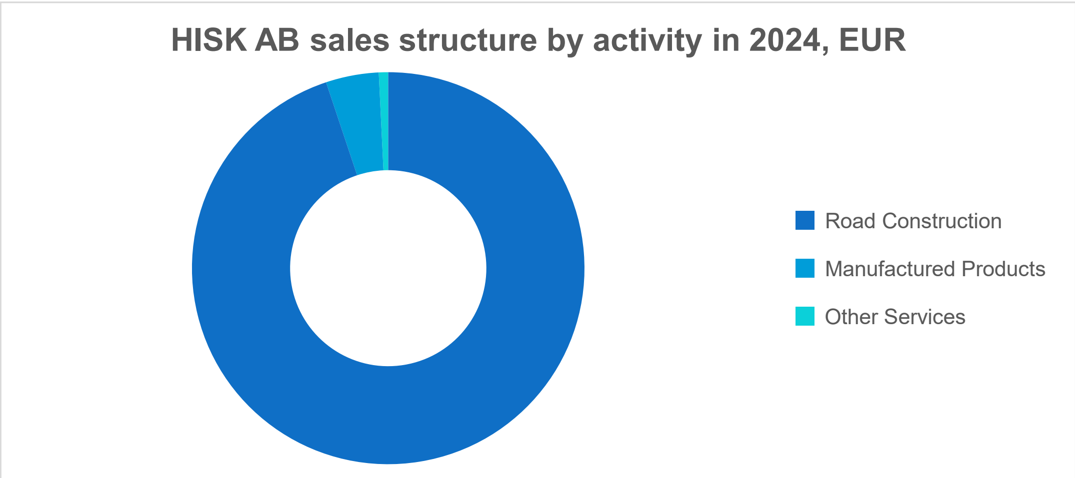
Company's sales structure by activity (EUR) (Table 2 and Table 3:):

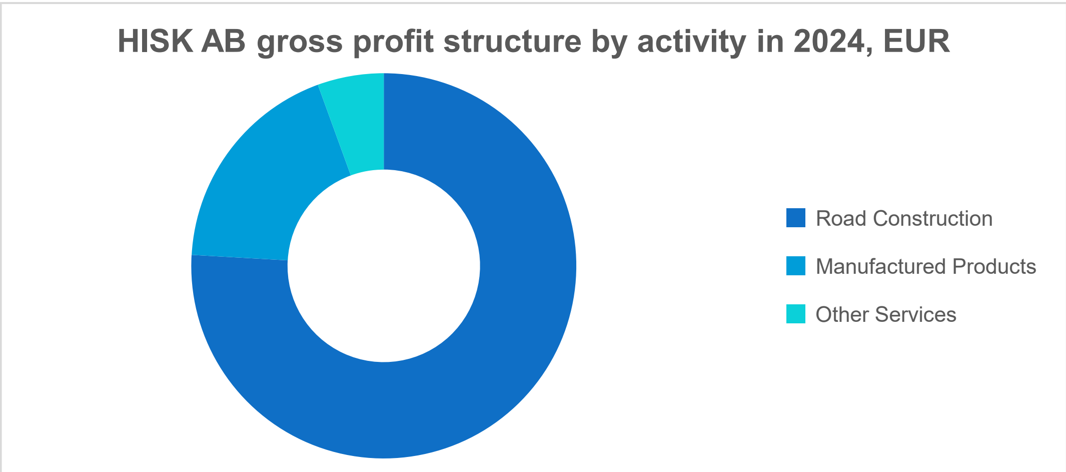
Year 2024	**Road Construction**	**Manufactured Products**	**Other Services**	**Total**
Revenue	131 737 489	6 055 467	1 070 844	138 863 800
Cost of Sales	(126 490 876)	(4 774 624)	(686 343)	(131 951 843)
Gross Profit (Loss)	5 246 613	1 280 843	384 501	6 911 957

Year 2023*	**Road Construction**	**Manufactured Products**	**Other Services**	**Total**
Revenue	68 528 044	7 588 790	1 474 031	77 590 865
Cost of Sales	(65 356 969)	(5 919 623)	(881 903)	(72 158 495)
Gross Profit (Loss)	3 171 075	1 669 167	592 128	5 432 370

**Information on Company's sales structure by activity (EUR) for the year ended 2023 presented in the table above is based on the comparative information, contained in audited financial statements for the year ended 2024.*

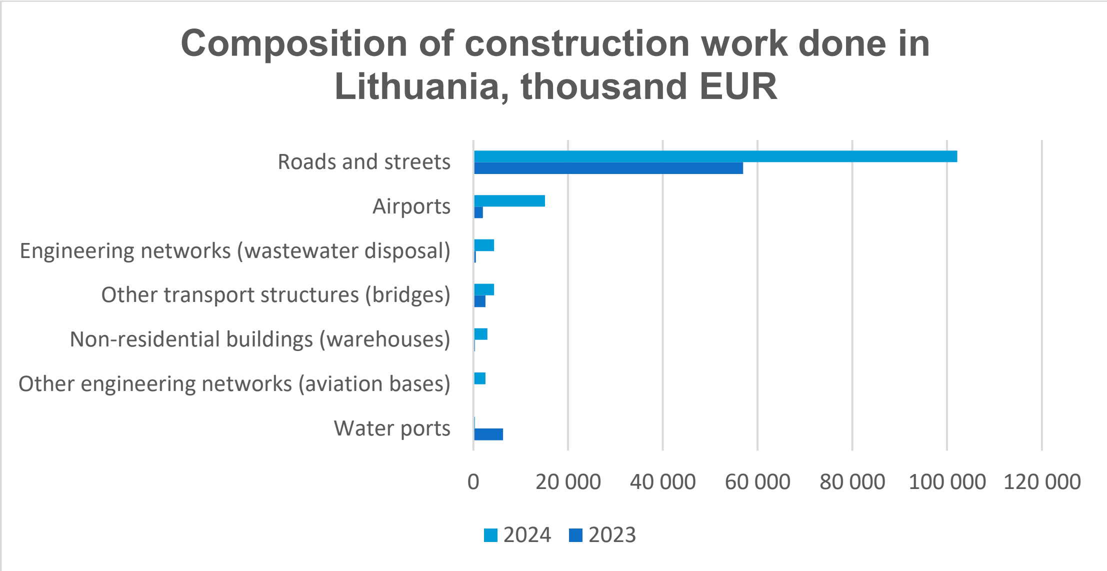
Fig. 1-2:





Construction and Renovation of Transport Infrastructure

The Company is engaged in the design, construction, and renovation of roads, streets, railways, bridges and viaducts, as well as other transport structures and engineering networks (*Fig. 3*):

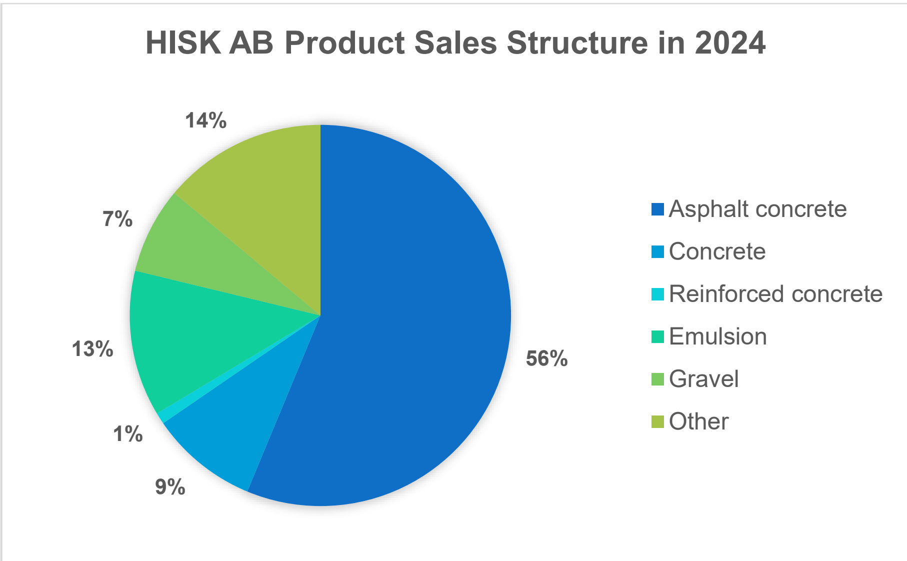


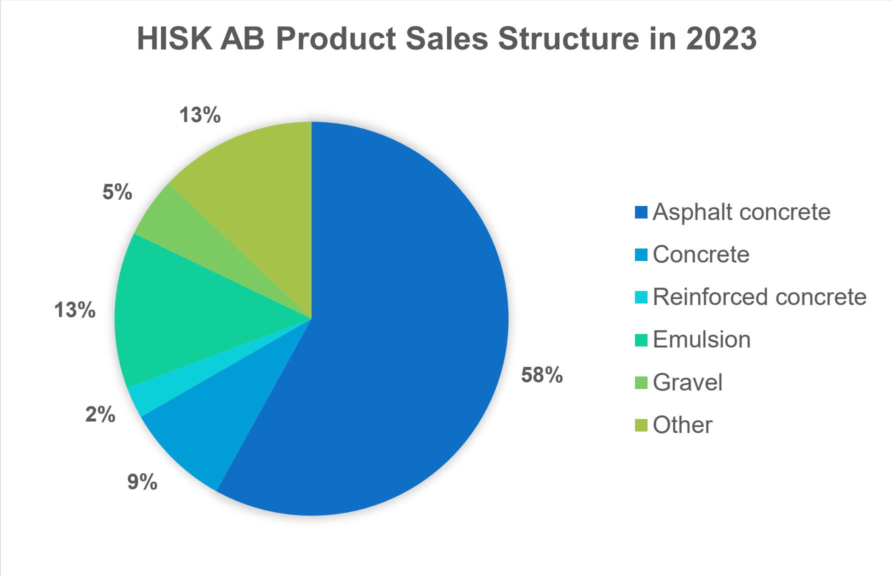
Production and Sale of Asphalt Concrete, Concrete, Emulsion, and other Road Construction Materials

Products manufactured by the Company:

- **Aggregates.** Sand, gravel, gravel chippings, pebbles, stones and boulders, granite chippings, dolomite chippings.
- **Reinforced Concrete Products**. Standard and custom-made reinforced concrete elements.
- **Asphalt Concrete**. Hot mix asphalt, cold mix asphalt, crushed asphalt concrete.
- **Concrete**. Standard and heavy concrete, crushed concrete.

Products offered by the Company and their share in the Product's sale structure (Fig. 4-5):





Services
Services Provided by the Company:

- **Project Management**. Infrastructure project management and general contracting services are delivered smoothly and efficiently, using digital project management tools and real-time progress data analysis.
- **Design Services**. The design process is always tailored to the client's needs, applying long-standing experience and advanced technologies to achieve the best solutions. By using digital technologies and Building Information Modeling (BIM) for visualizing alternative design options, the company ensures the delivery of top-quality projects.
- **Freight Transportation**. Transportation services are provided for bitumen, emulsion, and bulk materials.
- **Laboratory Services**. In its accredited laboratory, the Company conducts tests recognized throughout Europe, including testing of soil, unbound and hydraulically bound mixtures, bituminous mixtures, aggregates, concrete, concrete mixes, bitumen, and bituminous binders.

The Company primarily operates in the Republic of Lithuania. In addition, the company is active in the Republic of Latvia and has a registered branch is in Riga and operating subsidiary in road infrastructure construction – Latgales Celdaris SIA in Daugavpils.

3.3 The Group

HISK AB holds shares in subsidiaries and associates (as of 30 June 2025) (*Table 4*):

Company Name	Identification Code	Shareholding (%)	Comments
Ukmergės keliai UAB (Lithuania)	182816983	100	
Latgales Celdaris SIA (Latvia)	41503034705	100	
PST Group AB (Lithuania)	147732969	49,78	
Pijorų karjeras UAB (Lithuania)	305224941	100	Operations suspended
Tauro apartamentai, UAB (Lithuania)	304937621	100	No activities
PK Road AB (Sweden)	5590204623	100	In bankruptcy procedure

Detailed Information on main directly controlled companies:

Ukmergės keliai UAB

- Business activity – construction of transport infrastructure
- Turnover in 2024 – EUR 10.8 million
- Net profit in 2024 – EUR 1.3 million

Latgales Celdaris SIA (Latvia)

- Business activity – construction of transport infrastructure
- Turnover in 2024 – EUR 7 million
- Net loss in 2024 – EUR 0.2 million

PST Group AB

- Business activities – general contracting, general construction works, design services, and other activities
- Consolidated turnover in 2024 – EUR 100.7 million
- Consolidated net loss in 2024 – EUR 6.2 million

3.4 Qualifications and Quality Standards

The Company holds a qualification certificate issued by the State Construction Sector Development Agency, which grants the company the right to operate as a contractor for exceptional building projects (as defined under Lithuanian construction law). This certificate entitles the company to carry out a wide range of infrastructure construction works. The certified types of structures include: non-residential buildings, transport communications, engineering networks, hydraulic engineering structures, and other engineering constructions. It also covers such structures located within the territory of cultural heritage sites, their protection zones, and heritage areas. The certificate specifies the company's qualifications across various fields of construction work:

- General construction works (excluding facade insulation);
- Installation of water supply and sewage networks; trenchless installation of engineering networks; installation of water supply and wastewater engineering systems within buildings; installation of heat supply networks; installation of heating and ventilation systems within buildings; installation of technological heating engineering systems;
- Installation of power supply and distribution equipment (up to 110 kV), excluding structures located within cultural heritage sites, their protection zones, or heritage areas;
- Installation of electrical networks (up to 110 kV), excluding structures located within cultural heritage sites, their protection zones, or heritage areas;
- Installation of building electrical engineering systems; installation of process control and automation systems; installation of building telecommunication (remote communication) engineering systems; installation of building security alarm and fire safety engineering systems.

The Company places strong emphasis on the quality of its work, environmental protection, and the safety and health of its employees. The company operates an integrated management system (IMS) for quality, environmental protection, and occupational health and safety, which complies with the requirements of ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018 standards. The environmental and occupational health and safety management systems, compliant with ISO 14001:2015 and LST ISO 45001:2018, are applied across all operations and departments.

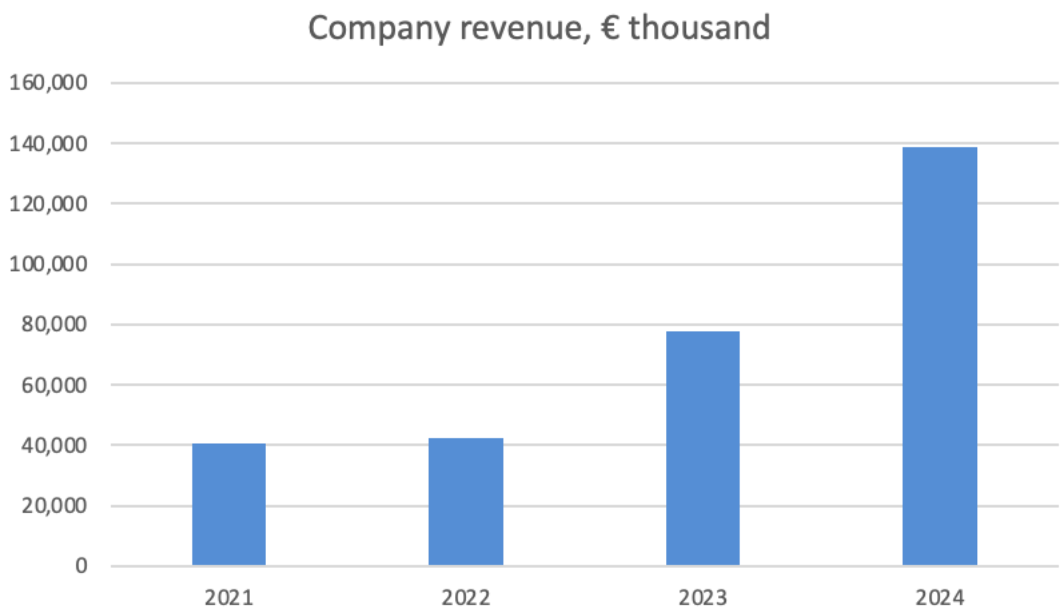
3.5 Completed Projects

Over more than 60 years of operation, the Company has contributed to the implementation of numerous major infrastructure projects (some of them):

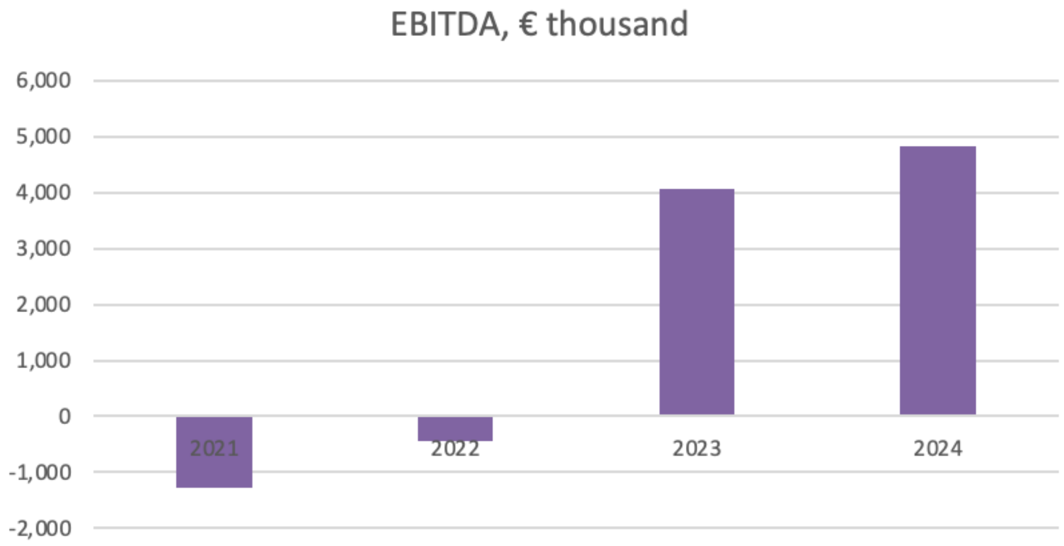
- Trans-European network connection – Stage 1A of the western bypass of Vilnius city (reconstruction of the Lazdynai bridge). Work carried out in 2008. Contract value: EUR 30.8 million excluding VAT.
- Trans-European network connection – Stage 1 of the western bypass of Vilnius city (from Oslo St. to L. Asanavičiūtės St.). Work carried out in 2009-2010. Contract value: EUR 30.8 million excluding VAT.
- Construction of the Trans-European network road E85, southern bypass of Vilnius city. Work carried out in 2011-2013. Contract value: EUR 43.81 million excluding VAT.
- Construction of the European standard-gauge railway RAIL BALTICA section Marijampolė – Kazlų Rūda – Kaunas. Work carried out in 2013-2015. Contract value: EUR 77.8 million excluding VAT.
- Expansion of the Trans-European network road E67 (VIA BALTICA). Expansion of the section from the Lithuanian-Latvian border to Panevėžys. Work carried out in 2016-2019. Contract value: EUR 37.1 million excluding VAT.
- Reconstruction of the sections from 16.80-17.84 km and 20.84-21.50 km of the national main road A14 Vilnius-Utena. Work carried out in 2018. Contract value: EUR 16.4 million excluding VAT.
- Major overhaul of the section from 64.332 to 93.726 km of the main road A14 Vilnius–Utena. Work carried out in 2024. Contract value: EUR 50.4 million excluding VAT.
- Expansion of the northern apron of Kaunas airport. Work carried out in 2023-2024. Contract value: EUR 14.9 million excluding VAT.
- Major overhaul of the section from 5.258 to 11.128 km of the national regional road No. 4415 Pabradė–Meškerinė. Work carried out in 2023. Contract value: EUR 8.1 million excluding VAT.

3.6. Operating Results

In 2024, the Company generated revenue of EUR 138.9 million, which was 1.8 times higher than in 2023 and 3.3 times higher than in 2022 (*Fig. 6*):



Consistent efforts by the Company to grow operations and improve efficiency led to enhanced performance results. In 2024, the Company closed the year with a net profit of EUR 1 million, while EBITDA for the period amounted to EUR 4.8 million (*Fig. 7-8*):

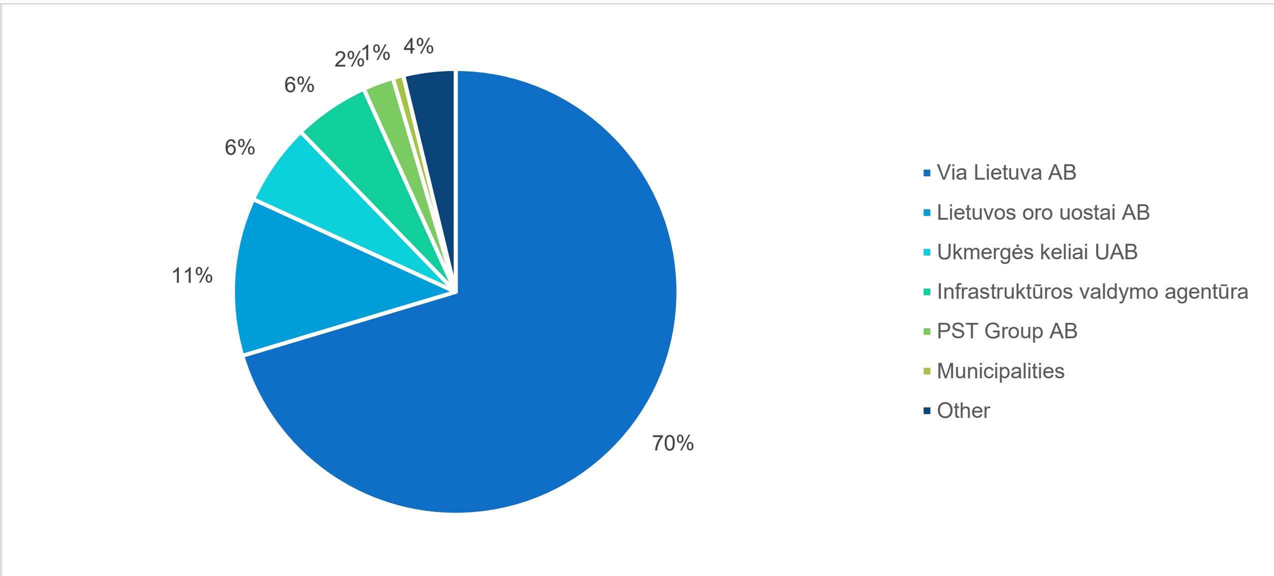


Note: EBITDA is adjusted for 2021 and 2022 by including received dividends with aim to ensure the comparability of results that were affected by changes in the Group's structure.

The largest projects completed in 2024:

- Major overhaul of the section from 1.450 to 9.590 km of the national road No. 176 Pirčiupiai–Jašiūnai. Completed work value: EUR 10.626 million.
- Major overhaul of the section from 14.325 to 21.809 km of the national road No. 176 Pirčiupiai–Jašiūnai. Completed work value: EUR 9.599 million.
- Major overhaul of the section from 5.258 to 11.128 km of the regional road No. 4415 Pabradė–Meškerinė. Completed work value: EUR 8.160 million.
- Reconstruction of the section from 93.726 to 95.653 km of the main road A14 Vilnius–Utena. Completed work value: EUR 5.829 million.
- Ordinary repair of the section from 38.814 to 47.834 km of the main road A10 Panevėžys–Pasvalys–Riga. Completed work value: EUR 6.983 million.
- Construction of the road section from the industrial park area to the national main road A9 Panevėžys–Šiauliai (Kairiai bypass). Completed work value: EUR 5.404 million.
- Major overhaul of part of Smėlynės St. in Panevėžys city (from the railway crossing to the Smėlynės St. and Šiaurinė St. roundabout). Completed work value: EUR 2.863 million.

The largest customers of the Company by sales in 2024 (Fig. 10):



In 2024, the Group achieved consolidated revenue of EUR 240.1 million. The consolidated gross profit amounted to EUR 12.6 million, while the net loss totalled EUR 0.8 million. The consolidated loss was largely driven by the performance of PST Group AB.

3.7 Business Strategy

3.7.1 Market Overview

According to the company's subjective assessment, 95% of the transport infrastructure sector in Lithuania is comprised of orders received through public procurement. The main contracting authorities are:

- Via Lietuva AB (state-owned company responsible for road infrastructure in Lithuania);
- Lietuvos geležinkeliai, AB (LTG/Lithuanian railways, state-owned group of companies, the largest in the Baltic States in terms of freight, passenger transport and infrastructure management);
- Municipalities

Road infrastructure

According to the Official Statistics Portal, the total length of Lithuania's entire road network, including municipal roads, is 84,221 km. The total length of national roads is 21,203 km. National roads are classified based on traffic volume and their social and economic significance as follows:

- Main roads - the roads in Lithuania and their continuations within urban street networks, carrying the highest volumes of traffic. All main roads that are part of the European international road network are included in this category. The total length of main roads is 1,751 km;
- Regional roads - roads and their urban continuations that facilitate intensive traffic between administrative centers of the Republic of Lithuania, as well as transit and tourist vehicle traffic. The total length of regional roads is 4,925 km;
- Local roads - roads connecting towns and villages to main roads and regional roads. The total length of local roads is 14,527 km.

Lithuania is crossed by 6 major European highways:

- E67 (Helsinki-Tallinn-Riga-Panevėžys-Kaunas-Warsaw-Wrocław-Prague);
- E28 (Berlin-Gdańsk-Kaliningrad-Marijampolė-Prienai-Vilnius-Minsk);
- E77 (Pskov-Riga-Šiauliai-Kaliningrad-Warsaw-Kraków-Budapest);
- E85 (Klaipėda-Kaunas-Vilnius-Lida-Chernivtsi-Bucharest-Alexandroupolis);
- E262 (Kaunas-Utena-Daugavpils-Rēzekne-Ostrava);
- E272 (Vilnius-Panevėžys-Šiauliai-Palanga-Klaipėda).

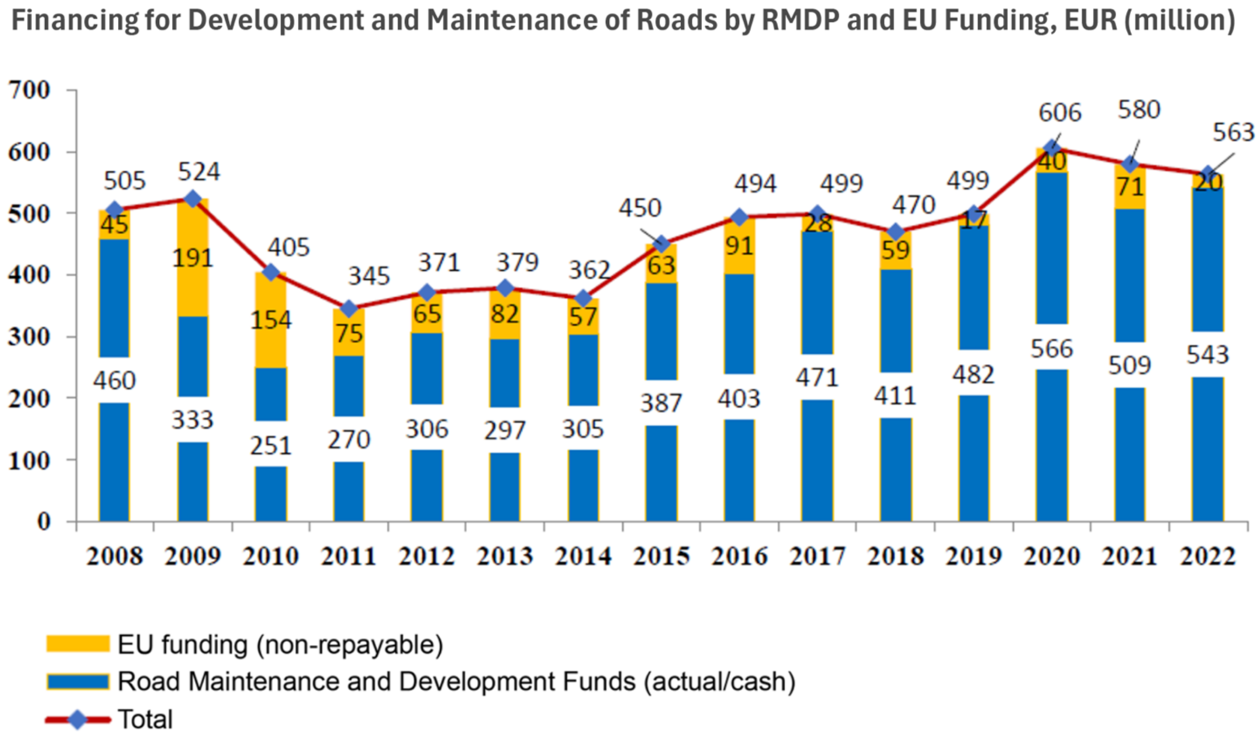
At the 1994 European Transport Ministers Conference held in Crete, two Trans-European Transport Network (TEN-T) corridors passing through Lithuania were identified:

- North-South direction: Corridor I (Tallinn-Riga-Saločiai-Panevėžys-Kaunas-Kalvarija-Warsaw) and its branch - Corridor IA (Tallinn-Riga-Šiauliai-Tauragė-Kaliningrad);
- East-West direction: Corridor IX, including branch IXB (Kyiv-Minsk-Vilnius-Klaipėda) and Corridor IXD (Kaunas-Kaliningrad).

Via Lietuva AB is responsible for maintaining and developing national roads, conducts annual assessments of road pavement conditions and based on the results determines investment priorities. According to Via Lietuva AB in 2022, 24.80% of motorways and expressways, 22.64% of other main roads, 40.36% of regional roads, and 41.97% of local roads failed to meet the Road Pavement Condition Requirements (KVER). Overall, it was found that 38.76% of asphalt-paved road sections did not meet the required KVER standards.

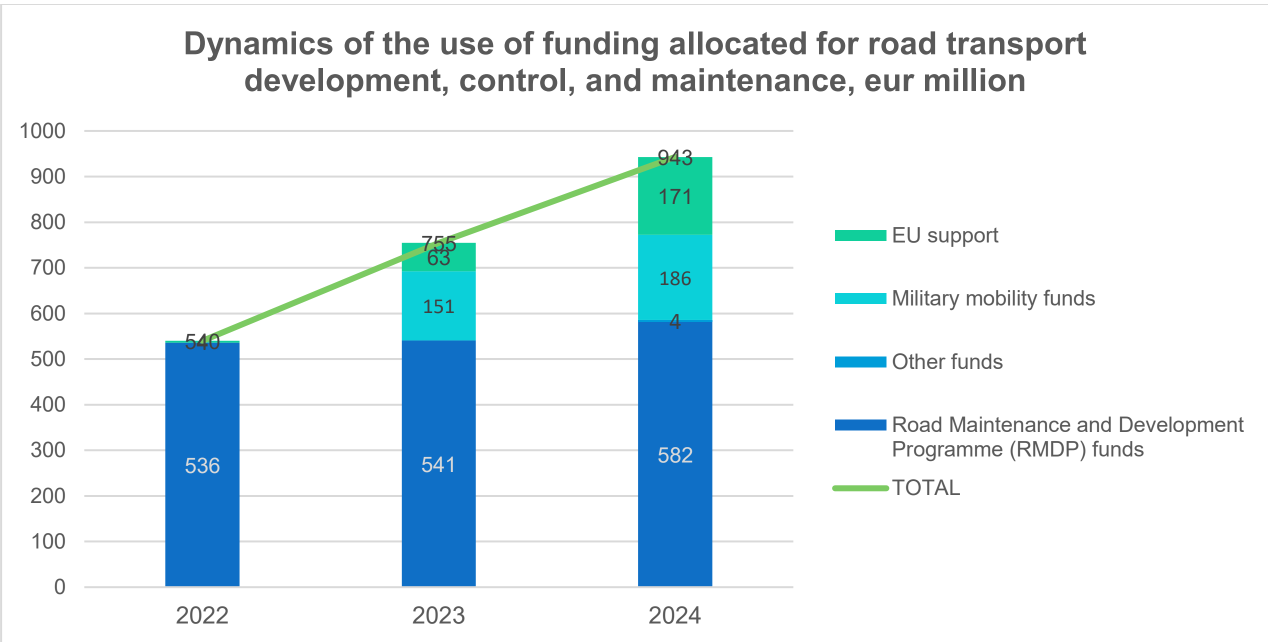
Funds allocated for road maintenance and development activities carried out by Via Lietuva AB are assigned and administered in accordance with the Law on the Budget Structure of the Republic of Lithuania, the Law on the Approval of Financial Indicators of the State and Municipal Budgets, the Law on Road Maintenance and Development Financing, the Road Law of the Republic of Lithuania, legal acts of the European Union institutions, resolutions of the Government of the Republic of Lithuania, and other relevant legislation. Road maintenance and development are financed from two main sources: the Road Maintenance and Development Programme (RMDP) and European Union structural and non-structural funds.

RMDP funds are used for the development and maintenance of national roads, as well as local roads managed by municipalities, public institutions, or municipal enterprises. EU funding prioritizes roads that are part of the TEN-T core and comprehensive networks, which are subject to particularly high EU requirements for quality and traffic safety (*Fig. 11*):



Source: Via Lietuva AB Strategic Operational Plan 2023–2026

In recent years, funding has increased significantly (*Fig. 12*):



Source: Via Lietuva AB 2024 Management Report

In total, Via Lietuva AB allocated EUR 943 million for road infrastructure improvement and development in 2024 (compared to EUR 755 million in 2023). This amount consisted of EUR 582 million from the Road Maintenance and Development Programme (RMDP), EUR 186 million from the bank solidarity contribution dedicated to dual-purpose road infrastructure upgrades, and EUR 171 million from European Union structural funds.

In the 2025-2028 Government Programme, roads and road infrastructure are identified as one of the priority areas in the transport sector. The current draft of the Lithuanian executive branch programme includes not only the creation of a sustainable road maintenance and development financing model by drafting legislation regulating the operation of the Road Fund but also the development and implementation of an electronic tolling (e-tolling) system. Additionally, the programme aims to renovate 105 bridges and viaducts, asphalt 160 km of gravel-surfaced national roads passing through residential areas, initiate the reconstruction of the Kaunas-Prienai-Alytus route (starting with nearly 20 km of asphalt paving), halve the number of road accident black spots, upgrade 1,000 unsafe pedestrian crossings, and complete the reconstruction of the Vilnius-Utena and Via Baltica main roads. According to Via Lietuva AB estimates, approximately EUR 3.6 billion in investment will be required to implement these actions by the end of 2028.

Railway infrastructure
In 2024, LTG Group's investments amounted to EUR 389.1 million. Investments were mainly dedicated to upgrade and expand the railway infrastructure (69.3%).

Investments of LTG Group (Table 5):

Group investments, EUR million	**2024**	**2023**	**2022**
Renewal and development of railway infrastructure	269.6	302.5	153.9
Renewal of cargo transportation infrastructure	67.9	33.5	21.5
Renewal of assets related to passenger transportation	43.3	17.7	6.6
Other investments (IT, etc.)	8.3	7.7	7.0
Total	**389.1**	**361.4**	**188.9**

Source: Lietuvos geležinkeliai, AB 2024 Management Report

Several major investment projects are planned for the near future, the most important of which is the Rail Baltica programme: Rail Baltica is a greenfield rail transport infrastructure project that aims to integrate the Baltic countries into the European rail network by connecting Helsinki, Tallinn, Pernu, Riga, Panevėžys, Kaunas, Vilnius and Warsaw.

Key facts about the project:

- The largest infrastructure project in the Baltic region in the past 100 years.
- About €5.8 billion investment in the region, up to 85% of which will be financed from EU funds.
- Implemented by Estonia, Latvia, and Lithuania.
- Total length of 870 km, of which:
    - 213 km in Estonia
    - 265 km in Latvia
    - 392 km in Lithuania

Source: https://rail-baltica.lt/

Military infrastructure
Lithuania is planning major investments into military infrastructure aiming to modernize national defence capabilities, ensure readiness for NATO allies' deployment, and improve living conditions for personnel.

Largest projects:
- Rūdninkai Military Camp:
    - Area: 170–190 ha, ~120 buildings (~300,000 m² of infrastructure).
    - Investment: more than €1 billion
- Kairiai Military Camp (Klaipėda District):
    - Area: ~80 ha, capacity for ~1,500 troops.
    - Investment: more than €300 million

Source: public information

3.7.2 HISK AB Strategy

Strategic directions of the Company's operations:
- New construction activities;
- Real estate project development;
- Expansion into new markets.

Additionally, in order to remain competitive in the market, the Company plans to increase operational efficiency by focusing on the digital improvement of business processes, employee engagement, and the development of competencies. By utilizing the already implemented project management system, the Company aims to ensure effective project planning and execution. Enhancing employee competencies and advancing the level of digitalization will not only strengthen the Company's competitiveness but also contribute to shaping the infrastructure landscape.

Following an analysis of the Company operations and the external factors affecting them, the Company's strengths and weaknesses have been identified, along with opportunities and threats that may influence its future activities and development (*Table 6*):

STRENGTHS	WEAKNESSES
1. Long-standing experience and a strong reputation. 2. A wide range of services. 3. An experienced team and modern equipment. 4. Core operational processes are digitalized. 5. Implementation of modern management systems. 6. Advanced solutions (such as Building Information Modelling (BIM), and smart design and project execution technologies) accelerate road design and implementation while ensuring high quality in all processes. 7. Low employee turnover, with notable fluctuations in staff numbers primarily linked to seasonal work patterns. 8. Transition to green electricity use. In its effort to reduce climate impact and improve operational sustainability, HISK AB switched to green electricity. Since April 2024, 100% of the electricity used by HISK AB is green-produced via solar panels. This not only reduces the carbon footprint but also lowers operational costs.	1. Dependence on public procurement, state, and EU funding. 2. Prolonged public procurement procedures. Disruptions may arise due to objections from bidders, inspections and reviews by state institutions involved in procurement oversight, legal disputes, and other delays. 3. High capital investments required for equipment and infrastructure. 4. A shortage of highly qualified engineers and specialists in road reconstruction and maintenance leads to workforce replacement challenges. 5. Seasonality of work, resulting in uneven revenue flows and fluctuations in working capital.
OPPORTUNITIES	**THREATS**
1. Growing demand for urban infrastructure modernization. 2. Emerging technologies and innovations. 3. Access to European Union structural fund financing. 4. Geopolitical challenges and the need to strengthen Lithuania's economy and boost exports increase the importance of high-quality and safe road connectivity, requiring further investment in road maintenance, development, and traffic safety. 5. Enhancing operational efficiency by focusing on the digital improvement of business processes and employee engagement. 6. Development and reskilling of employees through consistent training efforts and the implementation of specialized internal and external training programs.	1. Economic fluctuations and a decline in public investment. 2. Increasing competition from foreign companies. 3. Regulatory changes and tightening environmental requirements. 4. Insufficient road funding and lack of political and legislative support, despite the deteriorating condition of road infrastructure. 5. Shortage of qualified specialists in the market reduces project implementation capacity. 6. Volatile prices of raw materials and construction supplies. 7. New crises arising from geopolitical instability. 8. Uneven allocation of road construction funding across regions.

3.7.3 Project Portfolio

Information on the Company's ongoing and planned projects for 2025 (as of 30 June 2025) (*Table 7*):

	Share of Works in 2025 (EUR million, excl. VAT)	Share of Works in 2026 and Beyond (EUR million, excl. VAT)
Signed Contracts	75,7	21,1
Awarded Tenders and Contracts Under Negotiation	25,0	86,5

Additionally, the Company had already submitted proposals for EUR 233 million and is planning additionally submit proposal in an amount for almost EUR 188 million until the end of 2025

Major planned projects in 2025 in which the Company intends to participate through public procurement:

- Reconstruction of Road A14. Starting from early 2025, reconstruction works are planned on a 42.8 km section of Road A14 Vilnius-Utena, from Riešė to Molėtai (km 21.5-64.3). The works are scheduled to begin in Q1 2025 and completed in Q2 2026. The total value of the project is approximately EUR 80 million.
- Reconstruction of Via Baltica. Between 2025 and 2030, it is planned to reconstruct 159.7 km of the Via Baltica main road by upgrading it to a 2+2 lane motorway. The reconstruction will cover the following sections: 80.35 km of Road No. A8 (Panevėžys-Aristava-Sitkūnai), 22.24 km of Road No. A17 (Panevėžys bypass), and 57.09 km of Road No. A10 (Panevėžys-Pasvalys-Riga). The total estimated value of the project is approximately EUR 160 million.
- Construction of the Rail Baltica Railway Line. By the end of 2024, construction contracts for embankments and structures are expected to be signed with contractors for the following segments: Kaunas-Šveicarija (km 0.50-19.4; 18.9 km), Šėta-Ramygala (km 48.8-65.9; 17.1 km), Šėta-Ramygala (km 65.9-78.0; 12.1 km), Ramygala-Berčiūnai (km 78.0-102.43; 24.43 km), and Ramygala-Latvian border (km 102.43-168.513; 66.06 km). The exact start date of construction is not yet confirmed, but contracts are expected to be signed by the end of 2025. The total value of the works is estimated at approximately EUR 900 million.

3.8 Shareholders and Corporate Governance

According to the Company's Articles of Association, the governing bodies of the Company are: the General Meeting of Shareholders, the collegial supervisory body – the Supervisory Council, the collegial management body – the Management Board, and the Company's Chief Executive Officer (the **CEO**) – the General Director.

Shareholders

According to the Articles of Association of the Company, the General Meeting of Shareholders is the highest governing body of the company. The competence and exclusive rights of the General Meeting are defined in the company's Articles of Association.

The shareholders of the Company consist of both natural and legal persons. Information about the shareholders and their respective shareholdings is provided in Table 3 below.

Shareholders of the Issuer, holding more than 5% of shares and votes of the Issuer as of the date hereof (Table 8):

Shareholder	Shareholding Percentage (%)	Participation in activities of the Company
Gvidas Drobužas (directly and indirectly)	28,57	Chairman of the Management Board
Rasa Juodviršienė	25,10	Chair of the Supervisory Council
Audrius Balčėtis	13,85	N/A
Other Shareholders	32,48	

Governance of the Company

The Issuer has a management system consisting of Supervisory Council, Management Board and CEO, who together with the Management Board is responsible for the management of the Issuer.

Only people who have the necessary expertise, skills, experience, education and professional qualifications and an impeccable business reputation may be elected or appointed as a CEO, members of the Management Board or the Supervisory Council.

The Supervisory Council is a collegial supervisory body, which is responsible for supervising the activities of the Issuer and its management bodies, the appointment and removal of the members of the Management Board, submitting its comments and proposals to the General Meeting on the Issuer's operating strategy, sets of financial statements, drafts of profit/loss appropriation, the reports of the Issuer, the activities of the Management Board and the CEO, submitting proposals to revoke decisions of the Management Board or the CEO, etc.

The Management Board is a collegial management body, which is responsible for the strategic management of the Issuer, the appointment and removal of the CEO, calling the General Meetings, adoption of other corporate decisions which are economically feasible for the Issuer, etc.

The CEO is a single person managing body of the Issuer who is responsible for the day-to-day management of the Issuer and enjoys the exclusive right of representing the Issuer vis-à-vis third parties.

Supervisory Council

Rasa Juodviršienė, Chair of the Supervisory Council
Educational background: Šiauliai University, Bachelor of Social Work; Academie Munster, Supervisor Studies Program.
Participation in activities of other companies:

- Lauktuvės jums UAB (Reg. code 147797155, Laisvės a. 26, Panevėžys) – Board member
- Gustonių žemės ūkio technika UAB (Reg. code 168581940, S. Kerbedžio g. 7F, Panevėžys) – Board member.

Audrius Butkūnas, Supervisory Council member
Education: Vilnius Technical University, Master of Management and Business Administration.

Simona Pažemeckienė, Supervisory Council member
Educational background: ISM University of Management and Economics, Bachelor of Business Management.

Management Board

Gvidas Drobužas, Chairman of the Management Board
Educational background: Panevėžys College, Bachelor of Technology Sciences.
Participation in activities of other companies:
- IOCO PACKAGING UAB (Reg. code 110564826, Pušaloto 212, Panevėžys) – Board member
- IOCO UAB (Reg. code 302547850, Verkių g. 25c-1, Vilnius) – Director
- Pokštas UAB (Reg. code 168424572, Gustonių k. Panevėžys district) – Director
- Stenrosus UAB (Reg. code 300007108, Sruogos g. 6-14, Vilnius) – Director.

Aivaras Čičelis, Independent Management Board member
Educational background: Vilnius University, Master of Finance; University of Wisconsin - Eau Claire, Bachelor of Economics.
Participation in activities of other companies:
- Investicijų ir verslo garantijos UAB (Reg. code 110084026, Konstitucijos pr. 7, Vilnius) – Deputy Chairman of the Supervisory Board
- BMI Executive Institute (Reg. code 195005151, Konstitucijos pr. 7, Vilnius) – Board member
- LTG Cargo UAB (Reg. code 30477594, Geležinkelio g. 12, Vilnius) – Board membe.r

Justas Jasiūnas, Management Board member
Educational background: Mykolas Romeris University, Master of Law.
Participation in activities of other companies:
- PST Group AB (Reg. code 147732969, P. Puzino g. 1, Panevėžys) – Chairman of the Boar
- Lauktuvės Jums UAB (Reg. code 147797155, Laisvės a. 26, Panevėžys) – Board member
- Gustonių žemės ūkio technika UAB (Reg. code 168581940, S. Kerbedžio g. 7F, Panevėžys) – Board member.

Jurgita Jurkšaitytė, Management Board member
Educational background: Vytautas Magnus University, Master of Business/Commercial Law
Participation in activities of other companies:
- Law Firm Jurkšaitytė and Partners (Jogailos 11B-401, Vilnius).

Justas Jasiūnas, Management Board member
Educational background: Mykolas Romeris University, Master of Law.
Participation in activities of other companies:
- PST Group AB (Reg. code 147732969, P. Puzino g. 1, Panevėžys) – Chairman of the Boar
- UAB “Lauktuvės Jums” (Reg. code 147797155, Laisvės a. 26, Panevėžys) – Board member
- UAB “Gustonių žemės ūkio technika” (Reg. code 168581940, S. Kerbedžio g. 7F, Panevėžys) – Board member.

Martynas Urbšys, Management Board member
Educational background: Vytautas Magnus University, Master of Banking and Finance.
Participation in activities of other companies:
- Asperitus UAB (Reg. code 300156963, Lvivo g. 89A-43, Vilnius) – Director.

CEO

Robert Ziminski, CEO
Educational background: Vilnius University, Master of Informatics.
Participation in activities of other companies:
- Remilis UAB (Reg. code 304910909, Lvivo g.13-12, Vilnius) – Director
- Latgales Celdaris SIA (Reg. code 41503034705, Mendelejeva iela 21, Daugavpils, Latvia) – Board member.

Management

Mindaugas Ambrasas, CFO
Educational background: Vilnius University, Master of Economics.
Participation in activities of other companies:
- PST Group AB (Reg. code 147732969, P. Puzino g. 1, Panevėžys) – CFO.

Juventas Aržuolaitis, Director of Operations Planning

Educational background: Vilnius Gediminas Technical University, Bachelor of Industrial Engineering.

Arvydas Bazilius, Construction Department Director
Educational background: Kaunas University of Technology, Master of Civil Engineering.

Vaida Jėčienė, Director of the HR and Legal Department
Educational background: Vytautas Magnus University, Master of Administrative Law; Master of Law Michigan State University Detroit College of Law, Transnational Law Program.
Participation in activities of other companies:
- Ukmergės keliai UAB (Reg. code 182816983, Deltuvos g.26, Ukmergė) – Director.

Inga Jurevičienė, Head of the Finance and Economics Department
Educational background: Kaunas University of Technology, bachelor's degree in business management.
Participation in activities of other companies:
- Latgales Celdaris SIA (Reg. No. 41503034705, Mendelejeva Street 21, Daugavpils, Latvia) – Member of the Board.

Gintautas Kirda, Director of Sales Department
Educational background: Kaunas University of Technology, Master of Civil Engineering.

Employees

As of 31 December 2024, the Company employed 536 people (compared to 551 on 31 December 2023). The average number of employees in 2024 was 626 (compared to 561 in 2023).

The Company consistently invests in employee development, having implemented a digitalized training process supported by annual training plans. In 2024, a total of 213 employees participated in various training programs, including qualification improvement and certification, specialized technical skills, managerial competencies, legal knowledge, occupational safety and health, and personal development. An employee engagement survey conducted in 2024 revealed that the engagement level of the Company's employee is above the national average in Lithuania. Employees expressed satisfaction with their work and felt empowered to carry out their responsibilities. In 2025, the Company launched an internal project titled Meritocracy 2025, aimed at structured performance management and the purposeful development of organizational culture.

3.9 Overview of the Company's Financial Information

Statement on Financial Stability and Liquidity
The Company maintains a robust financial position, supported by cash flows therefore, the Issuer is of the opinion that the Issuer has sufficient working capital for its present requirements, i.e., for at least the next 12 (twelve) months commencing as of the date of this Document.

Overview of the Company's Financials
The financial information of the Issuer as of and for the years ended 31 December 2024 and 31 December 2023, included in this Information Document have been derived from the audited stand-alone financial statements of the Issuer, as at and for the year ended 31 December 2024 and 31 December 2023.

Certain amounts and percentages which appear in this Information Document have been subject to rounding adjustments, and, accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

The stand-alone financial statements of the Issuer for the financial year ended 31 December 2023 and 31 December 2024 were prepared in accordance with local requirements.

The financial statements of the Issuer for the financial year ended 31 December 2023 and 31 December 2024 were audited by Grant Thornton Baltic UAB, legal entity code 300056169, address at Upės g. 21-1, Vilnius, Lithuania, tel. +370 5 212 7856, audit license number 001513. The audit for the year 2024 was executed by auditor Jurgita Matulaitienė, auditor's licence number 000469.

The tables below should be read in conjunction with the stand-alone financial statements of the Issuer.

Balance sheet /Assets (EUR) (Table 9):

		Y2024	**Y2023***
A.	**FIXED ASSETS**	**29 386 610**	**28 783 172**
1.	INTANGIBLE ASSETS	1 740 420	1 574 745
1.1	Development work		
1.2.	Goodwill		
I.3.	Software	1 740 420	1 574 745
1.4.	Concessions, patents, licences, trademarks and similar rights		
1.5.	Other intangible assets		
1.6.	Advances paid		
2.	TANGIBLE ASSETS	20 389 771	19 279 943
2.1.	Land	657 888	597 682
2.2.	Buildings and structures	5 293 148	5 902 007
2.3.	Machinery and equipment	5 481 068	5 783 089
2.4.	Vehicles	3 374 027	3 205 637
2.5.	Other equipment, appliances and tools	1 797 217	2 330 661
2.6.	Investment property	3 683 542	1 332 000
2.6.1.	Land	2 037 921	1 332 000
2.6.2.	Buildings	1 645 621	0
2.7.	Advances paid and construction/production of tangible assets in progress	102 881	128 867
3.	FINANCIAL ASSETS	6 796 288	7 351 896
3.1.	Shares in group companies	6 793 334	7 348 942
3.2.	Loans to group companies		0
3.3.	Receivables from group companies		
3.4.	Shares in associates		
3.5.	Loans to associates		
3.6.	Receivables from associates		
3.7.	Long-term investments		
3.8.	Receivables after one year		

3.9.	Other financial assets	2 954	2 954
4.	OTHER FIXED ASSETS	460 131	576 588
4.1.	Deferred income tax assets	460 131	576 588
4.2.	Biological assets		
4.3.	Other assets		
B.	**CURRENT ASSETS**	**24 392 150**	**18 974 288**
1.	INVENTORIES	5 095 746	6 637 696
1.1.	Raw materials, supplies and assemblies	2 300 847	3 280 223
1.2.	Production and work in progress		
1.3.	Production	2 492 699	2 295 894
1.4.	Purchased goods for resale		
1.5.	Biological assets		
1.6.	Tangible fixed assets held for sale		
1.7.	Advances paid	302 200	1 061 579
2.	RECEIVABLES WITHIN ONE YEAR	18 520 715	8 211 004
2.1.	Trade debtors	15 379 157	6 460 716
2.2.	Debts of group companies	1 786 684	840 502
2.3.	Debts of associates		
2.4.	Other receivables	1 354 874	909 786
3.	SHORT-TERM INVESTMENTS		
3.1.	Shares in group companies		
3.2.	Other investments		
4.	CASH AND CASH EQUIVALENTS	775 689	4 125 588
C.	**DEFERRED INCOME AND ACCRUALS**	**6 038 302**	**3 778 182**
	TOTAL ASSETS	**59 817 062**	**51 535 642**

** Balance sheet / Assets (EUR) for the year ended 2023 has been prepared based on the comparative information, contained in the audited financial statements for the year ended 2024.*

Notes:
Asset Valuation:

- Intangible assets are accounted for at acquisition cost, less accumulated amortization and impairment.
- Land and buildings are accounted for at revalued amounts, less accumulated depreciation and impairment.
- Other tangible fixed assets are accounted for at acquisition cost, less accumulated depreciation and impairment.
- Investment property is accounted for at fair value.
- Investments in subsidiaries and associates are accounted for using the cost method in the separate financial statements of the Company.

Asset Restrictions:

- As of 31 December 2024, long-term assets (with a balance value of EUR 7.7 million) have been pledged to OP Corporate Bank plc Lithuanian branch and Swedbank AB.
- The carrying amount of leased tangible fixed assets as of 31 December 2024 is EUR 2,117 thousand.

Account receivable (as of 2024.12.31) (*Table 10*):

Debtor	**Receivables, EUR**	**Not overdue, EUR**	**Overdue**		
			1-30 days	**31-90 days**	**More than 90 days**

Via Lietuva AB	12 016 365	5 299 021	6 663 779	53 565	
Group companies	1 786 684	1 767 324	9 680	9 680	
Others	3 362 792	2 119 973	540 904	673 634	28 281
Total:	**17 165 841**	**9 186 318**	**7 214 363**	**736 879**	**28 281**

Balance / Equity and liabilities (*Table 11*):

		Y2024	Y2023*
D.	**EQUITY**	**37 566 557**	**35 645 794**
1.	CAPITAL	541 624	541 624
1.1.	Authorised (subscribed) or fixed capital	541 624	541 624
1.2.	Subscribed capital unpaid (-)		
1.3.	Own shares, initial shares (-)		
2.	SHARE PREMIUM		
3.	REVALUATION RESERVE	907 080	1 645 799
4.	RESERVES	3 002 601	3 002 601
4.1.	Legal reserve or reserve capital	54 162	54 162
4.2.	To buy own shares	500 000	500 000
4.3.	Other reserves	2 448 439	2 448 439
5.	RETAINED EARNINGS (LOSSES)	33 115 252	30 455 770
5.1.	Profit (loss) for the reporting year	794 643	2 156 688
5.2.	Profit (loss) for the previous year	32 320 609	28 299 082
E.	**GRANTS, SUBSIDIES**	**0**	**0**
F.	**PROVISIONS**	**805 504**	**1 120 734**
1.	Provisions for pensions and similar liabilities		
2.	Provisions for taxes		
3.	Other provisions	805 504	1 120 734
G.	**PAYABLES AND OTHER LIABILITIES**	**21 445 001**	**14 066 057**
1.	PAYABLES AND OTHER LONG-TERM LIABILITIES DUE AFTER ONE YEAR	1 105 399	434 789
1.1.	Debt obligations	1 105 399	434 789
1.2.	Debts to credit institutions		
1.3.	Advances received		
1.4.	Debts to suppliers		
1.5.	Payables under bills of exchange and cheques		
1.6.	Payables to group companies		
1.7.	Payables to associates		
1.8.	Other payables and long-term liabilities		
2.	PAYABLES AND OTHER SHORT-TERM LIABILITIES DUE WITHIN ONE YEAR	20 339 602	13 631 268
2.1.	Debt obligations	512 668	250 919
2.2.	Debts to credit institutions		
2.3.	Advances received	2 057 285	2 758 952
2.4.	Debts to suppliers	14 026 446	6 961 111
2.5.	Payables under bills of exchange and cheques		
2.6.	Payables to group companies	383 632	46 061
2.7.	Payables to associates		0
2.8.	Income tax liabilities	19 052	24
2.9.	Employment-related liabilities	3 148 600	2 892 120
2.10.	Other payables and short-term liabilities	191 919	722 081
H.	**ACCRUALS AND DEFERRED INCOME**	**0**	**703 057**
	TOTAL EQUITY AND LIABILITIES	**59 817 062**	**51 535 642**

** Balance / Equity and liabilities for the year ended 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

Notes:
Borrowings and liabilities to credit institutions:

- As of 31 December 2024, lease liabilities amounted to EUR 1,618,067.
- As of 31 December 2024, Bank overdraft limit (OP Corporate Bank) was EUR 7,000 thousand, and it was unused at the end of the financial year.

Off-balance sheet commitments:

- Performance guarantees (OP Corporate Bank): EUR 11,525,662.
- Sureties (ERGO Insurance SE Lithuanian branch): EUR 2,968,865.

Profit and loss account (*Table 12*):

	Y2024	**Y2023***
Sales revenue	138 863 800	77 590 865
Cost of sale	(131 951 843)	(72 158 495)
Change in fair value of biological assets		
GROSS PROFIT (LOSS)	6 911 957	5 432 370
Sales costs	(602 942)	(338 511)
General and administrative costs	(5 081 611)	(4 537 226)
Results of other activities	(13 352)	71 827
Income from investments in shares of parent companies, subsidiaries and associates	33 550	19 244
Income from other long-term investments and loans	13 138	269 325
Other interest and similar income	324 366	175 066
Impairment of financial assets and short-term investments	(145 299)	945 385
Interest and other similar costs	(508 988)	(346 965)
PROFIT (LOSS) BEFORE TAX	930 819	1 690 515
Corporate income tax	105 157	466 173
NET PROFIT (LOSS)	1 035 976	2 156 688

** Profit and loss account for the year ended 2023 has been prepared based on the on the comparative information, contained in audited financial statements for the year ended 2024.*

Notes:
General and administrative expenses (EUR) (*Table 14*):

	Y2024	**Y2023***
Payroll and related taxes	2 451 551	2 379 359
Purchased services for administrative purposes	763 087	608 344
Legal and consulting services	173 210	201 651
Amortization and depreciation	459 735	383 214
Operating taxes	131 044	113 548
Audit and financial advisory expenses	31 800	28 537
Penalty expenses and reversal of related provisions	178 689	(157 649)
Impairment of assets	(58 112)	0
Impairment of receivables	2 206	79 259
IT service expenses	254 536	241 942
Other expenses	693 865	659 021
Total	**5 081 611**	**4 537 226**

** General and administrative expenses (EUR) for the year ended 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

EBITDA of the Company (Table 13):

Definition: "EBITDA" shall mean the net profit or loss indicated in the profit or loss statement for the Relevant Period of the Issuer determined in accordance with the Accounting Principles plus (A) depreciation of fixed assets and amortization of intangible assets, (B) corporate income tax, (C) interest and other similar costs , (D) impairment of financial assets and short-term investments minus (A) other interest and similar income, (B) income from other long-term investments and loans, (C) income from investments in shares of parent companies, subsidiaries and associates

Y2024	Y2023
4 814 888	4 051 243

Cash flow statement (*Table 15*):

		Y2024	Y2023*
1.	**Cash flows from operating activities**		
1.1.	Net profit (loss)	1,035,976	2,156,688
1.2.	Depreciation and amortisation costs	3,600,836	3,422,783
1.3.	Elimination of results on disposal of tangible and intangible fixed assets	(75,335)	(25,846)
1.4.	Elimination of the results of financing and investing activities	238,970	218,377
1.5.	Elimination of the results of other non-monetary transactions	(635,789)	(765,839)
1.6.	Decrease (increase) in receivables due from group companies and associates	-	-
1.7.	Decrease (increase) in other receivables due after one year	-	-
1.8.	Decrease (increase) in deferred income tax assets	116,457	(544,686)
1.9.	Decrease (increase) in inventories other than advances paid	782,571	(88,425)
1.10.	Decrease (increase) in advances paid	759,379	(745,052)
1.11.	Decrease (increase) in trade debtors	(8,918,443)	(4,933,339)
1.12.	Decrease (increase) in debts of group companies and associates	(946,182)	1,163,912
1.13.	Decrease (increase) in other receivables	(445,088)	(891,934)
1.14.	Decrease (increase) in short-term investments	-	-
1.15.	Decrease (increase) in deferred income and accruals	(2,260,120)	(2,772,999)
1.16.	Increase (decrease) in provisions	(315,230)	74,063
1.17.	Increase (decrease) in long-term debts to suppliers and advances received	-	-
1.18.	Increase (decrease) in payables under bills and cheques after one year	-	-
1.19.	Increase (decrease) in long-term debt to group companies and associates	-	-
1.20	Increase (decrease) in short-term debts to suppliers and advances received	6,363,668	5,777,935
1.21	Increase (decrease) in payables within one year under bills of exchange and cheques	-	-
1.22.	Increase (decrease) in short-term debts to group companies and associates	337,571	(2,476,612)
1.23.	Increase (decrease) in income tax liabilities	19,028	(423)
1.24.	Increase (decrease) in employment-related liabilities	256,480	816,427
1.25.	Increase (decrease) in other payables and liabilities	(530,162)	541,911
1.26.	Increase (decrease) in accruals and deferred income	(703,057)	696,544
	Net cash flows from operating activities	**(1,318,470)**	**1,623,485**
2.	**Cash flows from investing activities**		
2.1.	Acquisition of fixed assets other than investments	(1,770,715)	(3,912,989)

2.2.	Disposal of fixed assets other than investments	282,996	25,846
2.3.	Acquisition of long-term investments	(15,960)	(569,970)
2.4.	Disposal of long-term investments		
2.5.	Granting of loans	-	
2.6.	Loan recovery	-	800,487
2.7.	Dividends received, interest	15,961	35,186
2.8.	Other increase in cash flows from investing activities	451,284	
2.9.	Other decrease in cash flows from investing activities	-	
	Net cash flows from investing activities	**(1,036,434)**	**(3,621,440)**
3.	**Cash flows from financing activities**		
3.1.	Cash flows related to the company owners	-	-
3.1.1.	Issue of shares	-	-
3.1.2.	Owners' contributions to cover losses	-	-
3.1.3.	Buyouts of own shares	-	-
3.1.4.	Payment of dividends	-	-
3.2.	Cash flows related to other sources of financing	(994,995)	135,629
3.2.1.	Increase in financial debts	7,421	816,429
3.2.1.1.	Obtaining loans	7,421	816,429
3.2.1.2.	Issue of bonds	-	-
3.2.2.	Decrease in financial debts	(749,428)	(592,608)
3.2.2.1.	Loan repayments	-	-
3.2.2.2.	Buyouts of bonds	-	-
3.2.2.3.	Interest paid	(254,931)	(253,563)
3.2.2.4.	Lease (finance lease) payments	(494,497)	(339,045)
3.2.3.	Increase in other liabilities of the company	-	-
3.2.4.	Decrease in other liabilities of the company	-	-
3.2.5.	Other increase in cash flows from financing activities	(252,988)	(88,192)
3.2.6.	Other decrease in cash flows from financing activities	-	-
	Net cash flows from financing activities	**(994,995)**	**135,629**
4.	**Effect of exchange rate changes on the balance of cash and cash equivalents**	**-**	**-**
5.	**Net increase (decrease) in cash flows**	**(3,349,899)**	**(1,862,326)**
6.	**Cash and cash equivalents at the beginning of the period**	**4,125,588**	**5,987,914**
7.	**Cash and cash equivalents at the end of the period**	**775,689**	**4,125,588**

** Cash flow statement for the year ended 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

Investments

In addition to maintenance investments, the Company plans to invest EUR 15.8 million during 2025–2027. These funds are intended to be allocated for the acquisition of transport vehicles, machinery, equipment, and mechanisms for road construction, replacing them with new, more efficient and lower-emission alternatives. The investments will significantly reduce the company’s operating costs and lower CO_2 emissions.

In January 2025, a loan agreement in the amount of EUR 12.6 million was signed with the National Development Bank ILTE for the financing of investments.

Financial covenants

Financial covenants under the Bonds will be established at the level of the Company based on the Company’s semi-annual and annual stand-alone financial statements (*Table 16*):

Covenant	Ratio
Equity ratio	>=30%
Net Debt/EBITDA	<=4
ICR	>=2.00

Definitions of the covenants*:

- "**Equity Ratio**" shall mean Equity divided by Total Assets.
- "**Net Debt**" shall mean the Financial Debt less cash and cash equivalents
- **ICR** ("**Interest Coverage Ratio**") shall mean EBITDA divided by Interest Expenses.

* Detailed description is provided in the Clause 13(a) of the General Terms and Conditions of the Bonds.

Actual covenants calculated based on the Company's financial statements for 2023–2024 (*Table 17*)*:*

Covenant	2023.12.31*	2024.12.31
Equity ratio	69%	63%
Net Debt/EBITDA	<0 (net debt was negative)	0,17
ICR	15,98	20,11

** Audited covenants for the 31 December 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

3.10 The overview of the Surety Provider

Key Information (Table 18):

Company name	Ukmergės keliai, UAB
Date and Place of Registration	11 February 1993, Ukmergė, Lithuania
Legal Entity Code	182816983
VAT Number	LT828169811
Registered Office Address	Deltuvos str. 26, Ukmergė
Legal Form	Limited Liability Company
Company Register	State Enterprise Center of Registers, Register of Legal Entities
Phone number	+370 340 63257
Email Address	info@ukmergeskeliai.lt
Website	http://www.ukmergeskeliai.lt/
Auditor	Grant Thornton Baltic UAB

Ukmergės keliai UAB is a Lithuanian infrastructure company established in 1993, specializing in road construction, maintenance, and civil engineering projects. The company has extensive experience in building roads, bridges, viaducts, and railway infrastructure across the country. Over its history, it has constructed approximately 35 bridges and 30 viaducts, including major projects on the Vilnius–Panevėžys highway and railway stations in Vilnius and Ignalina. In 2024, the Surety Provider generated 10.8 million EUR in revenue and earned a net profit of 1.3 million EUR.

Stand-alone financial statements of the Surety Provider as of 2024.12.31 / 2023.12.31:

Balance sheet /Assets (EUR) (Table 19):

		Y2024	**Y2023***
A.	**FIXED ASSETS**	**1 656 823**	**1 119 979**
1.	INTANGIBLE ASSETS	1	1
1.1	Development work		
1.2.	Goodwill		
1.3.	Software	1	1
1.4.	Concessions, patents, licences, trademarks and similar rights		
1.5.	Other intangible assets		
1.6.	Advances paid		
2.	TANGIBLE ASSETS	1 614 202	1 117 096
2.1.	Land	13 000	13 000
2.2.	Buildings and structures	0	1 042 232
2.3.	Machinery and equipment	0	0
2.4.	Vehicles	0	6 722
2.5.	Other equipment, appliances and tools	8 202	55 142
2.6.	Investment property	1 593 000	
2.7.	Advances paid and construction/production of tangible assets in progress	0	0
3.	FINANCIAL ASSETS	2 882	2 882
3.1.	Shares in group companies		
3.2.	Loans to group companies		
3.3.	Receivables from group companies		
3.4.	Shares in associates		
3.5.	Loans to associates		
3.6.	Receivables from associates		
3.7.	Long-term investments		
3.8.	Receivables after one year		
3.9.	Other financial assets	2 882	2 882

4.	OTHER FIXED ASSETS	39 738	
4.1.	Deferred income tax assets	39 738	
4.2.	Biological assets		
4.3.	Other assets		
B.	**CURRENT ASSETS**	**4 252 562**	**2 238 738**
1.	INVENTORIES	14 245	459 556
1.1.	Raw materials, supplies and assemblies	10 530	446 814
1.2.	Production and work in progress		
1.3.	Production		
1.4.	Purchased goods for resale	155	5 129
1.5.	Biological assets		
1.6.	Tangible fixed assets held for sale		
1.7.	Advances paid	3 560	7 613
2.	RECEIVABLES WITHIN ONE YEAR	953 211	1 397 611
2.1.	Trade debtors	743 110	1 372 611
2.2.	Debts of group companies	0	
2.3.	Debts of associates		
2.4.	Other receivables	210 101	25 000
3.	SHORT-TERM INVESTMENTS		
4.	CASH AND CASH EQUIVALENTS	3 285 106	381 571
C.	**DEFERRED INCOME AND ACCRUALS**	**63 224**	**1 917 796**
	TOTAL ASSETS	**5 972 609**	**5 276 513**

** Balance sheet /Assets (EUR) for the year 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

Balance / Equity and liabilities (Table 20):

		Y2024	Y2023*
D.	**EQUITY**	**5 656 183**	**4 390 862**
1.	CAPITAL	290 000	290 000
1.1.	Authorised (subscribed) or fixed capital	290 000	290 000
1.2.	Subscribed capital unpaid (-)		
1.3.	Own shares, initial shares (-)		
2.	SHARE PREMIUM	172	172
3.	REVALUATION RESERVE		741 298
4.	RESERVES	29 008	29 008
4.1.	Legal reserve or reserve capital	29 008	29 008
4.2.	To buy own shares		
4.3.	Other reserves		
5.	RETAINED EARNINGS (LOSSES)	5 337 003	3 330 384
5.1.	Profit (loss) for the reporting year	1 265 321	1 163 951
5.2.	Profit (loss) for the previous year	4 071 682	2 166 433
E.	**GRANTS, SUBSIDIES**		
F.	**PROVISIONS**	**59 035**	**342 919**
1.	Provisions for pensions and similar liabilities		
2.	Provisions for taxes		166 326
3.	Other provisions	59 035	176 593
G.	**PAYABLES AND OTHER LIABILITIES**	**212 843**	**542 732**
1.	PAYABLES AND OTHER LONG-TERM LIABILITIES DUE AFTER ONE YEAR	0	0
1.1.	Debt obligations		
1.2.	Debts to credit institutions		

1.3.	Advances received		
1.4.	Debts to suppliers		
1.5.	Payables under bills of exchange and cheques		
1.6.	Payables to group companies		
1.7.	Payables to associates		
1.8.	Other payables and long-term liabilities		
2.	PAYABLES AND OTHER SHORT-TERM LIABILITIES DUE WITHIN ONE YEAR	212 843	542 732
2.1.	Debt obligations		
2.2.	Debts to credit institutions		
2.3.	Advances received	207	1 629
2.4.	Debts to suppliers	121 760	33 863
2.5.	Payables under bills of exchange and cheques		
2.6.	Payables to group companies	8 053	364 656
2.7.	Payables to associates		
2.8.	Income tax liabilities	4 974	54 347
2.9.	Employment-related liabilities	2 667	27 929
2.10.	Other payables and short-term liabilities	75 182	60 308
H.	**ACCRUALS AND DEFERRED INCOME**	**44 548**	
	TOTAL EQUITY AND LIABILITIES	**5 972 609**	**5 276 513**

** Balance / Equity and liabilities for the year 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

Profit and loss account (Table 21):

		Y2024	**Y2023***
1.	Sales revenue	10 759 324	11 111 224
2.	Cost of sale	-10 045 184	-10 272 061
3.	Change in fair value of biological assets		0
4.	GROSS PROFIT (LOSS)	714 140	839 163
5.	Sales costs	0	0
6.	General and administrative costs	-364 061	-317 387
7.	Results of other activities	218 335	721 718
8.	Income from investments in shares of parent companies, subsidiaries and associates	0	0
9.	Income from other long-term investments and loans	0	0
10.	Other interest and similar income	522 991	0
11.	Impairment of financial assets and short-term investments	0	0
12.	Interest and other similar costs	0	-23 985
13.	PROFIT (LOSS) BEFORE TAX	1 091 405	1 219 509
14.	Corporate income tax	173 916	-55 558
15.	NET PROFIT (LOSS)	1 265 321	1 163 951

** Profit and loss account for the year 2023 has been prepared based on the comparative information, contained in audited financial statements for the year ended 2024.*

EBITDA of the Surety Provider (Table 22):

Y2024	**Y2023**
577 240	1 493 806

The stand-alone financial statements of the Surety Provider for the financial year ended 31 December 2023 and 31 December 2024 were prepared in accordance with local requirements.

The financial statements of the Issuer for the financial year ended 31 December 2024 were audited by Grant Thornton Baltic UAB, legal entity code 300056169, address at Upės g. 21-1, Vilnius, Lithuania, tel. +370 5 212

7856, audit license number 001513. The audit for the year 2024 was executed by auditor Jurgita Matulaitienė, auditor’s licence number 000469.

3.11 Other information

Dividend policy
The Company does not have any approved dividend policy.

Profit forecasts or estimates
The Issuer has made a decision not to include the profit forecasts or estimates in the Information Document.

Legal and arbitration proceedings

Regarding criminal charges against natural and legal persons for corruption-related offences. Two Company's employees were accused of acting in a group of accomplices with a prior agreement in 2016, for the purpose of seeking material benefit for AB "Panevėžio keliai" (now AB "HISK") – to ensure that the tenders for public procurement of repair works on the sections of A2 Vilnius-Panevėžys road from 42.32 km to 44.93 km, 52.35 km to 56.08 km, and 91.40 km to 97.95 km (on the right side), organized and carried out by the Lithuanian Road Administration under the Ministry of Transport and Communications, were won for the benefit of the Company. By the judgement of the Panevėžys Regional Court of 30 August 2023 and the ruling of the Court of Appeal of Lithuania of 17 December 2024, the Company and two Company's former employees were acquitted in the criminal case, and the civil claim for compensation of EUR 47,537.73 in pecuniary damages to the state was left unexamined. Currently, the cassation appeal by the prosecutor from the Organized Crime and Corruption Investigation Division of the Panevėžys Regional Prosecutor's Office has been accepted by the Supreme Court of Lithuania, with a hearing scheduled on 2 September 2025.

There are no other ongoing petitions of insolvency, instituted bankruptcy proceedings, other than the ones stated in this Information Document above (3.3 The group). Other than above, the Issuer is not engaged in or, to the Management's knowledge, has currently threatened against it any governmental, legal, or arbitration proceedings which may have, or have had during the 12 months preceding the date of this Information Document, a significant effect on the Issuers' financial position or profitability.

Related party transactions
Transactions with related parties are conducted in full compliance with all applicable legal requirements, ensuring adherence to regulatory provisions and the principles of fair market conduct.

The following are the transactions completed with related parties in years 2024 and 2023:

Sales, EUR (Table 23):

Company	Y2024	Y2023
Aukštaitijos traktas UAB	10,513	31,838
PST Group AB	3,280,395	965,332
Ukmergės keliai UAB	8,667,630	8,192,003
Latgales Celdaris SIA	342,991	414,757
Ateities projektai UAB	128	0
Visdievų karjeras UAB	0	255
Pijorų karjeras UAB	900	0
Stadus UAB	0	738
Panevėžio ryšių statyba UAB	1,434	10,675
IOCO Packaging UAB	12,800	59,891
Total:	**12,316,791**	**9,675,489**

Purchases (Table 24):

Company	Y2024	Y2023
PST Group AB	343,569	106,137
Ukmergės keliai UAB	2,831,430	5,308,683
Aukštaitijos traktas UAB	77,314	49,115
Vekada UAB	197,951	0
Laikas kilti VŠĮ	0	1,000
Latgales Celdaris SIA	2,352,061	1,755

Panevėžio ryšių statyba UAB	360	52,853
IOCO Packaging UAB	2,861	400
Šeškinės projektai UAB	80,503	0
Jurgita Jurkšaitytė	50,280	50,280
Total:	**5,936,329**	**5,570,223**

Incentive programmes for the employees
There are no approved incentive programmes.

Agreements relating to the Bonds issue
Agreement on the issue and distribution of Bonds. By the Agreement dated 13 July 2025, the Company entrusted AB Artea bankas (company code 112025254 , registered office at Tilžės str. 149, LT-76348 Šiauliai, the Republic of Lithuania), to act and perform the functions of the Lead Manager and the Dealer in connection with the issuance of the Bonds. Also, the Lead Manager undertook to act as exclusive financial advisors about the offering, as well as to open registration accounts for the issue of financial instruments and to represent the Company on Nasdaq CSD SE. The parties under this Agreement undertake to use their best efforts and cooperate to make the offering successful.

On protecting the interest of Bondholders. On 13 July 2025, the Company entered into a service agreement with Audifina UAB (company code 125921757, registered office at A. Juozapavičiaus str. 6, Vilnius, the Republic of Lithuania for the protection of the interests of the Bondholders in relations with the Issuer. Subject to this agreement, laws and regulations, the Trustee undertakes to protect the rights and legal interests of all Bondholders in its relations with the Issuer, and the Issuer undertakes to pay the Trustee the remuneration set out in the Agreement. The Agreement shall expire when the Issuer has fulfilled all obligations assumed in the issuance of the Bonds to the Bondholders; and (or) in other cases provided for in the Agreement and (or) the laws of the Republic of Lithuania.

On provision of the services of Certified Advisor. By the Agreement dated 12 July 2025, the Company entrusted Law Firm TEGOS (registered office at Konstitucijos ave. 21A Vilnius, the Republic of Lithuania (referred as the „**Certified Adviser**“)), to provide the services of the Certified Adviser in connection with the issuance of the Bonds. The Law firm TGS Baltic undertook to provide the services as the Certified Adviser, that the Bonds issued by the Issuer be admitted to the *First North* (Nasdaq Vilnius) Bond lists. The contract is valid until the first admission day in the *First North* (Nasdaq Vilnius).

Audited Information
The stand-alone financial statements of the Issuer for the financial year ended 31 December 2023 and 31 December 2024 and the consolidated financial statements of the Group for the financial year ended 31 December 2023 and 31 December 2024 were prepared in accordance with local requirements.

The financial statements of the Issuer and the Group for the financial year ended 31 December 2023 and 31 December 2024 were audited by Grant Thornton Baltic UAB, legal entity code 300056169 , address at Upės g. 21-1 , Vilnius, Lithuania, tel. +370 5 212 7856 , audit license number 001513 . The audit for the year 2024 was executed by auditor Jurgita Matulaitienė, auditor’s licence number 000469 .

No other information contained in the Information Document was audited.

Material contracts and projects
The Company’s current largest projects involve agreements for implementation of infrastructure construction, renovation and repairs:
- Reconstruction of the A14 main road Vilnius–Utena section from 39.207 km to 51.55 km;
- Major repairs of the A14 road section from 79.510 km to 93.726 km;
- Reconstruction of the A14 main road Vilnius–Utena section from 51.55 km to 59.00 km;
- Reconstruction of the A14 road section from 21.50 km to 28.40 km;
- Major repairs of Road No. 191 Paliūniškis–Vabalninkas from 9.06 km to 20.40 km and partial repair of the bridge at 14.547 km.

Other material contracts of the Company include agreements with credit institutions:
- Overdraft agreement No OA10020022 with OP Corporate Bank plc Lithuania branch
- Bank guarantee facility agreement No 598001-79156388 with OP Corporate Bank plc Lithuania branch
- Credit agreement No 24-049244-JL with “Swedbank”, AB
- Credit agreement No MLRD-2024-KKL1-29-02 with UAB ILTE

Significant Change in the Issuer’s Financial Position

Since the end of the last period for which the Issuer's audited financial information exists (31 December 2024), there have been no significant change in the financial position of the Issuer.

Admission to trading

The Issuer shall submit an application regarding Admission of each Tranche of the Bonds to trading on the First North Bond List of Nasdaq Vilnius First North. The decision as to admission of Bonds to trading on the First North Bond List shall be adopted by the Management Board of Nasdaq Vilnius AB. The Company shall take all the measures, established in the rules of Nasdaq Vilnius First North, needed that the Bonds would be admitted to trading on the First North Bond List as soon as practicably possible.

The Issuer expects that the Bonds of the respective Tranche shall be admitted to trading on the First North Bond List within 3 (three) months as from placement thereof. Disregarding this, the Issuer will put its best endeavours so that these terms would be as short as practicable possible.

Interest of natural and legal persons involved in the offering

The expenses of the Offering of the Bonds mainly consist of the commission to be paid in connection with the Offering of the Bonds to the Lead Manager, the fees payable to the Trustee and legal adviser and certified advisor, fees payable to Nasdaq Vilnius First North for Admission of the Bonds as well as the fees payable to Nasdaq CSD for accounting of the Bonds. The Issuer estimates that these expenses should not exceed the amount of EUR 150,000.

The investment fund "Artea Baltijos fondas" (the **Fund**), managed by UAB "Artea Asset Management", a company belonging to the Lead Manager's group, holds shares in Issuer's subsidiary PST Group AB (approximately 4.3%). The Fund, together with other shareholders of PST Group AB ("UAB Prosperus grupė Ltd and Clairmont Holdings Ltd"), is considered to be acting jointly in exercising shareholder rights, holding over 15% of PST Group AB votes.

Save for commissions to be paid to the Lead Manager as described above and information disclose about the Fund above, so far as the Issuer is aware, no person involved in the offering of the Bonds has an interest material to the issue/offer, nor any conflicting interests.

IV. DESCRIPTION OF THE BONDS

4.1 General Terms and Conditions of the Bonds

GENERAL TERMS AND CONDITIONS OF

HISK AB

(a public limited liability company incorporated and existing under the laws of the Republic of Lithuania, registration No. 147710353)

FOR THE ISSUANCE UP TO EUR 8,000,000 UNSECURED UNSUBORDINATED FIXEDRATE BONDS WITH THE MATURITY UP TO 3 YEARS

The following is the text of the General Terms and Conditions which, as completed by the relevant Final Terms, will constitute terms and conditions of each Bond issued under these General Terms and Conditions. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Bonds may supplement, amend, or replace any information in these General Terms and Conditions.

1. Introduction

a) **General Terms and Conditions**: HISK AB (the "**Issuer**") has established these General Terms and Conditions (the "**Terms and Conditions**") for the issuance of up to EUR 8,000,000 (eight million euros) in aggregate principal amount of unsecured unsubordinated fixed rate Bonds (the "**Bonds**") for maturity up to 3 (three) years.

b) **Final Terms**: Bonds under the Terms and Conditions will be issued in one series (a "**Series**") and the Series will comprise one or more tranches (a "**Tranche**") of Bonds. Each Tranche is the subject of a final terms (the "**Final Terms**") which completes these Terms and Conditions. The terms and conditions applicable to any particular Tranche of Bonds are these Terms and Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Terms and Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

c) **The Bonds**: All subsequent references in these Terms and Conditions to "Bonds" are to the Bonds which are the subject of the relevant Final Terms. Bonds will be unsecured unsubordinated fixed rate Bonds only. Copies of the relevant Final Terms and Terms and Conditions may be obtained from the Issuer on the Issuer's website https://www.hisk.lt/, as well as from the registered office of the Issuer at the address S. Kerbedžio str. 7, LT-35104 Panevėžys, the Republic of Lithuania.

d) By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and the Final Terms, and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions and the Final Terms.

2. Interpretation

e) *Definitions*: In these Terms and Conditions, the following expressions have the following meanings:

"**Accounting Principles**" means the local financial reporting standards pursuant to the applicable law.

"**Bank of Lithuania**" shall mean the Bank of Lithuania, the Lithuanian financial supervision authority.

"**Business Day**" means a day on which banks in Vilnius are open for general business.

"**Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day.

"**Compliance Certificate**" means a certificate, in form and substance reasonably satisfactory to the Trustee, signed by an authorised signatory of the Issuer certifying that (A) there was no breach of any undertakings set forth in Clause 0; (B) so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it

"**CSDR**" means Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 as amended.

"**Dealer**" and "**Arranger**" means Artea Bankas AB, registration No 112025254, registered at address Tilžės str. 149, LT-76348 Šiauliai, the Republic of Lithuania, registered in the Lithuanian Register of Legal Entities.

"**ESMA**" means the European Securities and Markets Authority, or such replacement or successor authority as may be appointed from time to time.

"**EUR**" means the lawful currency of Lithuania.

"**Event of Default**" means an event or circumstance specified in Clause 0.

"**Financial Report**" means the annual audited stand-alone financial statements and the semi-annual stand-alone interim statements prepared in accordance with the applicable law

"**First North**" means the multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments) *First North* in Lithuania, administrated by the market operator Nasdaq Vilnius.

"**Group**" means the Company and its Subsidiaries collectively.

"**Surety Provider**" means UAB "Ukmergės keliai", a private limited liability company established and operating in accordance with the laws of Lithuania, legal entity code 182816983, with its registered seat in Ukmergė at the address: Deltuvos Street. 26, LT-20122, Ukmergė, Lithuania.

"**Surety**" means the Surety Providers' undertaking, under which the Surety Provider irrevocably and unconditionally undertakes to pay to the Bondholders all sums which each Bondholder may claim the Issuer, up to a maximum amount of EUR 8,000,000 plus any other sums due or payable by the Issuer under the Bonds.

"**Information Document**" means information document for the issuance of the Bonds (ISIN LT0000134694.

"**Interest**" means the interest on the Bonds calculated in accordance with Clauses 0(a) to 0(1(1)b) of these General Terms and Conditions.

"**Interest Commencement Date**" means the Issue Date of the Bonds as specified in the relevant Final Terms.

"**Interest Payment Date**" means dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and to the extent such day is not a Business Day, adjusted in accordance with the relevant Business Day Convention.

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

"**Interest Rate**" has the meaning given in the relevant Final Terms.

"**Issue Date**" has the meaning given in the relevant Final Terms.

"**Issuer**" means HISK AB, a public limited liability company, legal entity code 147710353, registered at address S. Kerbedžio str. 7, LT-35104 Panevėžys, the Republic of Lithuania.

"**Maturity Date**" means the date specified in the relevant Final Terms.

"**Nasdaq CSD**" means the Issuer's central securities depository and registrar in respect of the Bonds from time to time; initially Nasdaq CSD SE, registration No 40003242879, address Valnu str. 1, Riga, the Republic of Latvia.

"**Nasdaq Vilnius**" means Nasdaq Vilnius AB, registration No 110057488, address Konstitucijos ave. 29, Vilnius, the Republic of Lithuania.

"**Nominal Amount**" has the meaning set forth in Clause 0a).

"**Bondholder**" means the Person who´s Bonds are registered on the Securities Account.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, unincorporated organisation, contractual fund, government, or any agency or political subdivision thereof, or any other entity, whether or not having a separate legal personality.

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount and/or the Optional Redemption Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms.

"**Redemption Date**" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 0 (*Redemption and repurchase of the Bonds*).

"**Relevant Period**" means each period of 6 (six) or 12 (twelve) consecutive calendar months of the relevant Financial Report.

"**Securities Account**" means the account for dematerialised securities opened in the name of Bondholder with a financial institution which is a member of Nasdaq CSD.

"**Subsidiaries**" or "**Group Company**" means, in relation to the Issuer, any legal entity, in respect of which the Issuer, directly or indirectly, (i) owns shares or ownership rights representing more than 50 (fifty) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than 50 (fifty) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body or (iv) otherwise exercises control. as determined in accordance with the Accounting Principles.

"**Trustee**" means the Bondholders' Trustee under these Terms and Conditions from time to time; initially AUDIFINA UAB, a private limited liability company, established and existing under the laws of the Republic of Lithuania, registration No 125921757, address at A. Juozapavičiaus str. 6, LT-09310 Vilnius, the Republic of Lithuania.

"**Trustee Agreement**" means the agreement entered into on or before the Issue Date between the Issuer and the Trustee, or any replacement Trustee agreement entered into after the Issue Date between the Issuer and the Trustee.

f) *Interpretation*: In these Terms and Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any withheld amounts in respect of principal which may be payable under Clause **Klaida! Nerastas nuorodos šaltinis.** (*Taxation*), any premium payable in respect of a Bond and any other amount in the nature of principal payable pursuant to these Terms and Conditions.

(ii) any reference to interest shall be deemed to include any withheld amounts in respect of interest which may be payable under Clause **Klaida! Nerastas nuorodos šaltinis.** (*Taxation*) and any other amount in the nature of interest payable pursuant to these Terms and Conditions.

(iii) if an expression is stated in Clause 0(1(1)e) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Bonds.

(iv) Unless a contrary indication appears, any reference in these Terms and Conditions to:

- "assets" includes present and future properties, revenues and rights of every description;
- any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- a "regulation" includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- a provision of law is a reference to that provision as amended or re-enacted; and
- a time of day is a reference to Lithuanian local time.

(v) An Event of Default is continuing if it has not been remedied or waived.

(vi) When ascertaining whether a limit or threshold specified in EUR has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR for the previous Business Day, as published by the European Central Bank on its website (www.ecb.europa.eu). If no such rate is available, the most recently published rate shall be used instead.

(vii) A notice shall be deemed to be sent by way of press release if it is made available to the public within Lithuania promptly and in a non-discriminatory manner.

(viii) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

3. Principal Amount and Issuance of the Bonds

Under these Terms and Conditions for the issuance of Bonds the Issuer may issue Bonds up to an aggregate principal amount of EUR 8,000,000 (eight million euros) (the "**Bonds**").

4. Status of the Bonds and the Surety

a) The Bonds constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

b) The Surety Provider shall fully, unconditionally, and irrevocably stand as surety to the Bondholders and undertake to be liable against the Bondholders in case the Issuer fails to properly and timely fulfil its obligations to the Bondholders arising from the Bonds. The obligations the Surety Provider under the Surety constitute direct, unconditional and unsecured obligations of the Surety Provider and shall at all times (subject as aforesaid) rank *pari passu*, without any preference among themselves, with all other present and future unsecured and unsubordinated obligations of the Surety Provider but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

c) Payments under the Surety will be made only in respect of payments of principal, interest under the Bonds and other sums payable by the Issuer under the Bonds. It will not, however, cover any costs relating to the enforcement of the Surety against the Surety Provider. Bondholders will, therefore, have to seek other redress in respect of any costs associated with enforcement of the Surety and should consider this in the context of any purchase of Bonds.

5. Use of Proceeds

The net proceeds from the issue of Bonds will be used to finance general Issuer's operating needs, including investment projects of the Issuer.

6. Denomination, Title, Issue Price, Transfer and Underwriting

a) ***Denomination****:* Denomination of each Bond is EUR 1,000 (one thousand euros) (the "**Nominal Amount**") unless otherwise specified in the Final Terms.

b) ***Title to Bonds****:* The title to the Bonds will pass to the relevant investors when the respective entries regarding the ownership of the Bonds are made in their Securities Accounts.

c) ***Issue Price****:* The Bonds may be issued at their Nominal Amount or at a discount or a premium to their Nominal Amount (the "**Issue Price**"). The Issue Price shall be determined by the Issuer and specified in the applicable Final Terms.

d) ***Transfers of Bonds****:* The Bonds are freely transferrable. Bonds subscribed and paid for shall be entered to the respective book-entry Securities Accounts of the subscriber(s) on a date set out in the Final Terms in accordance with the Lithuanian legislation governing the book-entry system and book-entry accounts as well as the Nasdaq CSD Rules.

e) ***No charge****:* The transfer of a Bond will be effected without charge by or on behalf of the Issuer. However, the investors may be obliged to cover expenses which are related to the opening of Securities Accounts with credit institutions or investment brokerage firms, as well as commissions which are charged by the credit institutions or investment brokerage firms in relation to the execution of the investor's purchase or selling orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer and or the Dealer will not compensate the Bondholders for any such expenses.

f) ***Underwriting****:* None of the Tranches of Bonds will be underwritten.

7. Bonds in Book-Entry Form

The Bonds shall be issued as registered book-entry (dematerialised) securities as entries within Nasdaq CSD, which is regional Baltic central securities depository (CSD) with a business presence in the Republic of Lithuania, the Republic of Latvia, and the Republic of Estonia. Nasdaq CSD is licensed under the CSDR and authorised and supervised by the Bank of Latvia. Nasdaq CSD operates as the operator of the Lithuanian securities settlement system, which is governed by Lithuania law and notified to the ESMA in accordance with the Settlement Finality Directive 98/26/EC and provides central securities deposit services, clearance and settlement of securities transactions and maintenance of the dematerialised securities and their Bondholders in accordance with the applicable Lithuania legislation. Consequently, the Bonds exist as an electronic entry in a securities account with Nasdaq CSD. Only persons holding the Bonds directly or indirectly (e.g., through omnibus accounts maintained by investment firms) with Nasdaq CSD will be considered by the Issuer as the Bondholders of such Bonds.

8. Right to Act on Behalf of a Bondholder

a) If any Person other than a Bondholder wishes to exercise any rights under these Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.

b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under these Terms and Conditions in relation to the Bonds for which such representative is entitled to represent the Bondholder.

c) The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clauses 0(a) and 0(b) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

9. Payments to the Bondholders

a) ***Payments:*** Payments of principal amounts (including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3rd (third) Business Day preceding the due date for such payment, and payments of interest (including any other final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3rd (third) Business Day preceding the due date for such payment (the "**Record Date**"). Payment of amounts due on the final redemption of the Bonds will be made simultaneously with deletion of the Bonds. The Bondholders shall not be required to provide any requests to redeem the Bonds, as upon Maturity Date of the Bonds, the nominal value thereof with the cumulative interest accrued shall be transferred to the accounts indicated by the Bondholders without separate requests/requirements of the Bondholders. As of that moment the Issuer shall be deemed to have fully executed the obligations, related to the Bonds and their redemption, disregarding the fact, whether the Bondholder actually accepts the funds or not.

b) ***Payments subject to fiscal laws****:* All payments in respect of the Bonds are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Clause **Klaida! Nerastas nuorodos šaltinis.** (*Taxation*). No commissions or expenses shall be charged to the Bondholders in respect of such payments by the Issuer except for taxes applicable under Lithuania law. However, the investors may be obliged to cover commissions and/or other expenses, which are charged by the credit institutions or investment brokerage firms in relation to such payments. The Issuer and/or the Dealer will not compensate the Bondholders for any such expenses.

c) ***Payments on Business Days****:* If any date for payment in respect of any Bond or Interest is not a Business Day, the Bondholder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

10. Taxation

No gross-up*:* There is no gross-up obligation in relation to the Bonds. According to the Terms and Conditions, the Issuer shall withhold and deduct taxes on payments made under the Bonds in accordance with the applicable Lithuanian tax laws. In situations where the tax should not be withheld by the Issuer under the applicable tax law, but the respective circumstances are not known or available to the Issuer, the Bondholders are expected to provide any relevant information and certificates for lowering or avoiding the withholding rates in advance of any payments by the Issuer. The Issuer shall not compensate any amounts it has withheld or deducted under the applicable tax law. Accordingly, if any such withholding or deduction were to apply to any payments of principal under any Bonds, Bondholders may receive less than the full amount of principal due under such Bonds upon redemption.

a) ***Taxing jurisdiction****:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Lithuania, references in these Terms and Conditions to the Republic of Lithuania shall be construed as references to the Republic of Lithuania and/or such other jurisdiction.

11. Interest

a) *Accrual of interest:* Interest shall accrue for each Interest Period from and including the first day of the Interest Period to (but excluding) the last day of the Interest Period on the principal amount of Bonds outstanding from time to time. The first Interest Period commences on the Issue Date and ends on the first Interest Payment Date (the "**First Interest Period**"). Each consecutive Interest Period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. The last Interest Period ends on the Maturity Date.

b) The Interest payment on all Interest Payment Dates is determined according to the Day Count Convention 30/360 ("**European 30/360**"). Also, Interest is being calculated by rounding up to two decimal places per each Bond. For example:

The accrued Interest is calculated presuming there are 360 days in one year (European 30/360). Accrued Interest between Interest Payment Dates shall be calculated as follows:

AI = F * C / 360 * D, where:

AI – accrued Interest for one Bond;

F – Nominal Amount of one Bond;

C – fixed annual Interest Rate (%) payable on the Bonds;

D – the number of days from the beginning of the Interest accrual period according to European 30/360 day count method.

c) When Interest is required to be calculated in respect of a period of less than a full year other than in respect of the First Interest Period, it shall be calculated on the basis of (a) the actual number of days in the period from and including the date from which Interest begins to accrue (the "**Accrual Date**") but excluding the date on which it falls due, divided by (b) the actual number of days from and including the Accrual Date, but excluding the next following Interest Payment Date.

12. Redemption of the Bonds

a) ***Scheduled redemption at the Maturity Date*****:** Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their Nominal Amount together with accrued but unpaid Interest on the Maturity Date, subject as provided in Clause 0 (*Payments to the Bondholders*).

b) ***Redemption at the option of the Issuer (call option):*** Bonds may be redeemable at the option of the Issuer prior to their Maturity Date in accordance with the following conditions:

(i) early redemption may occur at the discretion of the Issuer no earlier than 6 (six) months after the Issue Date;

(ii) if early redemption date occurs 6 (six) months after the Issue Date but not later than 12 (twelve) months after the Issue Date (including), the respective Early Optional Redemption Amount will be equal to 101.00% of Nominal Amount plus accrued Interest from last Interest payment date;

(iii) if early redemption date occurs 12 (twelve) months after the Issue Date , the respective Early Optional Redemption Amount will be equal to 100.00% of Nominal Amount plus accrued Interest from last Interest payment date.

Redemption in accordance with Clause 12(b) shall be made by the Issuer giving not less than 14 (fourteen) calendar days' notice to the Bondholders and the Trustee (which notice shall be irrevocable and shall specify the date fixed for redemption).

c) ***De-listing Event or Listing Failure Put Option***

If at any time while any Bond remains outstanding, there occurs (A) a **De-listing Event** (as defined below), or (B) a **Listing Failure** (as defined below), each Bondholder will have the option (the "**De-listing Event or Listing Failure Put Option**") (unless, prior to the giving of the **De-listing Event or Listing Failure Event Notice** (as defined below), the Issuer gives notice to redeem the Bonds under Clause 12(c) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Bonds, on the **De-listing Event or Listing Failure Put Date** (as defined below) at a price per Bond equal to 101.00 (one hundred and one) per cent of the Nominal Amount together with interest accrued to, but excluding, the De-listing Event or Listing Failure Put Date.

Where:

A "**De-listing Event**" shall be deemed to have occurred if at any time following the listing of the Bonds, trading in the Bonds on First North is suspended for a period of 15 (fifteen) consecutive Business Days (when First North is at the same time open for trading).

A "**Listing Failure**" shall be deemed to have occurred if the Bonds issued under these Terms and Conditions are not listed on the First North within 3 (three) months after the Issue Date.

Promptly upon the Issuer becoming aware that a De-listing Event or Listing Failure has occurred, the Issuer shall give notice (a "**De-listing Event or Listing Failure Notice**") to the Bondholders in accordance with Clause 0 (*Notices*) specifying the nature of the De-listing Event or Listing Failure and the circumstances giving rise to it and the procedure for exercising the De-listing Event or Listing Failure Put Option contained in this Clause 12(c).

To exercise the De-listing Event or Listing Failure Put Option, the Bondholder must notify the Issuer at any time falling within the period of 30 (thirty) days after a De-listing Event or Listing Failure Notice is given (the "**De-listing Event or Listing Failure Put Period**"), accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer within the De-listing Event or Listing Failure Period (a "**De-listing Event or Listing Failure Notice**"). Payment in respect of any Bonds will be made, if the Bondholder duly specified a bank account in the De-listing Event or Listing Failure Put Exercise Notice to which payment is to be made, on the date which is the 5th (fifth) Business Day following the expiration of the De-listing Event or Listing Failure Put Period (the "**De-listing Event or Listing Failure Put Date**") by transfer to that bank account. A De-listing Event or Listing Failure Put Exercise Notice, once given, shall be irrevocable.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder's exercise or purported exercise of, or otherwise in connection with, any De-listing Event or Listing Failure Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) percent or more in principal amount of the Bonds have been redeemed pursuant to this Clause 12 (c), the Issuer may, on not less than 30 (thirty) but not more than sixty (60) calendar days' irrevocable notice to the Bondholders in accordance with Clause 16 (*Notices*) given within 30 (thirty) days after the De-listing Event or Listing Failure Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Bonds at a price per Bond equal to 101.00 (one hundred and one) per cent. Of the Nominal Amount, together with interest accrued to, but excluding, the Redemption Date.

The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12(c), if a third party in connection with the occurrence of a De-listing Event or Listing Failure, as applicable, offers to purchase the Bonds in the manner and on the terms set out in this Clause 12(c) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12(c), the Issuer shall repurchase any such Bonds within 5 (five) Business Days after the expiry of the time limit.

d) ***Redemption at the option of Bondholders upon a Change of Control*.** If at any time while any Bond remains outstanding, there occurs a Change of Control Event (as defined below) each Bondholder will have the option (the "**Change of Control Put Option**") (unless, prior to the giving of the Change of Control Event Notice (as defined below), the Issuer gives notice to redeem the Bonds under Clause 0(**Klaida! Nerastas nuorodos šaltinis.**) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all of its Bonds, on the Change of Control Put Date (as defined below) at a price per Bond equal to 101.00 (one hundred and one) per cent. of the Nominal Amount together with interest accrued to, but excluding, the Change of Control Put Date.

Where:

A "**Change of Control Event**" shall be deemed to have occurred if at any time following the Issue Date Rasa Juodviršienė and Gvidas Drobužas, together or individually dispose and as result ceases to own, directly or indirectly, at least 50 per cent +1 share of the paid-up share capital of the Issuer.

Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice (a "**Change of Control Put Event Notice**") to the Bondholders in accordance with Clause 0 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this Clause 0(d).

To exercise the Change of Control Put Option, the Bondholder must notify the Issuer at any time falling within the period (the "**Change of Control Put Period**") of 30 (thirty) days after a Change of Control Put Event Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer or Trustee within the Change of Control Put Period (a "**Change of Control Put Exercise Notice**"). Payment in respect of any Bonds will be made, if the Bondholder duly specified a bank account in the Change of Control Put Exercise Notice to which payment is to be made, on the date which is the 5th (fifth) Business Day following the expiration of the Change of Control Put Period (the "**Change of Control Put Date**") by transfer to that bank account. A Change of Control Put Exercise Notice, once given, shall be irrevocable.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder's exercise or purported exercise of, or otherwise in connection with, Change of Control Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) percent or more in principal amount of the Bonds then outstanding have been redeemed pursuant to this Clause 0(d), the Issuer may, on not less than 30 (thirty) but not more than 60 (sixty) calendar days' irrevocable notice to the Bondholders in accordance with Clause 0 (*Notices*) given within 30 (thirty) days after the Change of Control Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Bonds at a price per Bond equal to 101.00 (one hundred and one) per cent. of the Nominal Amount, together with interest accrued to but excluding the Redemption Date.

The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 0(d) if a third party in connection with the occurrence of a Change of Control Event, as applicable, offers to purchase the Bonds in the manner and on the terms set out in this Clause 0(d) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 1(1)d)0(d), the Issuer shall repurchase any such Bonds within 5 (five) Business Days after the expiry of the time limit.

e) ***Purchase**:* The Issuer may at any time purchase Bonds in the open market or otherwise and at any price. Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Bonds held by or for the account of the Issuer for their own account will not carry the right to vote at the Bondholders' meetings or within procedure in writing and will not be taken into account in determining how many Bonds are outstanding for the purposes of these Terms and Conditions of the Bonds.

13. Special Undertakings

So long as any Bond remains outstanding, the Issuer undertakes to comply with the special undertakings set forth in this Clause 13.

a) **Financial covenants**: The Issuer shall, during as long as any Bond is outstanding ensure compliance with the following financial covenants:

(i) **Net Debt to EBITDA Ratio.** The Issuer ensures that Issuer's Net Debt to EBITDA Ratio at all times is 4 (four) or lower.

Where:

A "**Net Debt**" shall mean the Financial Debt less cash and cash equivalents of the latest stand-alone Financial Report of the Relevant Period of the Issuer in accordance with the Accounting Principles.

A "**Financial Debt**" shall mean a sum of:

a) debt obligations, obligations to credit institutions, other financial obligations arising out of credit agreements;

b) debt securities issued; and

c) other transactions of financial debt nature, excluding: (i) current payment obligations (to suppliers, employees, taxes payable and etc.), arising from the main activity of the company that are to be settled on the arm's length basis, (ii) Issuer's off-balance liabilities and (iii) tax loans.

"EBITDA" shall mean the net profit or loss indicated in the profit or loss statement for the Relevant Period of the Issuer determined in accordance with the Accounting Principles plus (A) depreciation of fixed assets and amortization of intangible assets, (B) corporate income tax, (C) interest and other similar costs , (D) impairment of financial assets and short-term investments minus (A) other interest and similar income, (B) income from other long-term investments and loans, (C) income from investments in shares of parent companies, subsidiaries and associates

This Net Debt to EBITDA Ratio shall be tested semi-annually for the last 12 months and calculated pursuant to Issuer's stand-alone Financial Reports of the Relevant Period, starting for the year 2025 pursuant to the. Issuer's audited stand-alone Financial Reports for the year 2025.

In case of the breach of Net Debt to EBITDA Ratio requirement, the Issuer has to provide the Bondholders with the list of measures which would evidence the restoration of Net Debt to EBITDA Ratio until next Net Debt to EBITDA Ratio testing date. The Issuer shall provide the Bondholders with such further information as they may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Net Debt to EBITDA Ratio covenant.

(ii) **Equity Ratio**. The Issuer ensures that Equity Ratio of the Issuer at all times is 30 (thirty) per cent or greater.

Where:

A "**Equity Ratio**" shall mean Equity divided by Total Assets.

A "**Equity**" shall mean the aggregate book value of total equity of the Issuer at the end of any Relevant Period according to the latest stand-alone Financial Report of the Relevant Period.

A "**Total Assets**" shall mean the aggregate book value of the Issuer's total assets according to the latest stand-alone Financial Report of the Relevant Period.

This Equity Ratio shall be tested semi-annually for the last 12 months and calculated pursuant to Issuer's stand-alone Financial Reports of the Relevant Period, starting for the year 2025 pursuant to the. Issuer's audited stand-alone Financial Reports for the year 2025.

In case of the breach of Equity Ratio requirement, the Issuer has to provide the Bondholders with the list of measures which would evidence the restoration of Equity Ratio until next Equity Ratio testing date. The Issuer shall provide the Bondholders with such further information as the Bondholders may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Equity Ratio covenant.

(iii) **Interest Coverage Ratio**: the Issuer ensures that Interest Coverage Ratio at all times is 2 (two) or greater.

Where:

A “**Interest Coverage Ratio**” shall mean EBITDA divided by Interest Expenses.

A “**Interest Expenses**” shall mean interest of Financial Debt.

“**EBITDA**” as defined under covenant Net Debt to EBITDA Ratio above.

A “**Financial Debt**” as defined under covenant Net Debt to EBITDA Ratio above.

This Interest Coverage Ratio shall be tested semi-annually for the last 12 months and calculated pursuant to Issuer’s stand-alone Financial Reports of the Relevant Period, starting for the year 2025 pursuant to the. Issuer’s audited stand-alone Financial Reports for the year 2025. In case of the breach of Interest Coverage Ratio requirement, the Issuer together with the Compliance Certificate has to provide the Trustee with the list of measures which would evidence the restoration of Interest Coverage Ratio until next Interest Coverage Ratio testing date. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Interest Coverage Ratio covenant.

b) **Disposal of Assets**: The Issuer shall not sell or otherwise dispose of shares in any Group Company or of all or substantially all of its assets or operations to any person not being the Group Company, unless such sale, transfer or disposal does not constitute a Material Adverse Effect.

Where:

A “**Material Adverse Effect**” shall mean an event or circumstances which has a material adverse effect on: (i) the business, financial conditions or operations of the Issuer; (ii) the Issuer’s ability to perform and comply with its obligations under the Bonds; or (iii) the validity or enforceability of any of the Bonds.

c) **Limits on dividends:** the Issuer shall not, as long as the Bonds are not redeemed in full, make any payment of Distribution, unless there is Permitted Distribution.

Where:

A "**Distribution**" over the Issuer shall mean any (i) payment of dividend on shares, (ii) repurchase of own shares, (iii) redemption of share capital or other restricted equity with repayment to Issuer’s shareholders, or (iv) any other similar distribution or transfers of value to the direct and/or indirect shareholders of the Issuer without mutual consideration.

A “**Permitted Distribution**” means (i) Distribution not exceeding EUR 500,000 (five-hundred thousand euros) for the year 2025; and (ii) Distribution not exceeding EUR 1,000,000 (one million euros) from the year 2026 and upwards.

d) **Restrictions on lending:** As long as the Bonds are not redeemed in full, the Issuer and any Subsidiary shall not incur, create, or permit to subsist any loan, guarantee or surety to any Third-party, unless it is a Permitted Lending.

Where:

A “**Third-party**” means any other person or legal entity which does not belong to the Group.

A "**Permitted Lending**" shall mean:

(i) any loans among the Group companies; or

(ii) any guarantee or surety provided to the third parties for the Group companies.

e) **Negative Pledge:** As long as the Bonds are not redeemed in full, any Group Company shall not incur, create or permit to subsist any security over all or any of Third-party’s present or future obligations or enter into arrangements having a similar effect.

Where:

A “**Third-party**” means any other person or legal entity which does not belong to the Group.

f) **Restrictions on Mergers and De-mergers:** The Issuer will not make to be any decision to be merged or demerged into a company which is not a Group company, unless the Trustee has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors).

g) **Financial reporting:** The Issuer shall, starting from 31 December 2025:

(i) prepare Issuer's annual audited stand-alone and consolidated Financial Reports in accordance with the Accounting Principles and publish them on the Issuer's website https://www.hisk.lt/ not later than in 4 (four) months after the expiry of each financial year, unless the applicable legal acts provide for a longer term;

(ii) prepare Issuer's semi-annual interim unaudited stand-alone and consolidated Financial Reports in accordance with the Accounting Principles and publish them on the Issuer's website https://www.hisk.lt/ not later than in 3 (three) months after the expiry of relevant interim period, unless the applicable legal acts provide for a longer term;

(iii) publish Surety Providers' annual audited stand-alone Financial Reports prepared in accordance with the Accounting Principles on the Issuer's website https://www.hisk.lt/ not later than in 4 (four) months after the expiry of each financial year, unless the applicable legal acts provide for a longer term;

(iv) publish Surety Providers' semi-annual interim unaudited stand-alone Financial Reports prepared in accordance with the Accounting Principles on the Issuer's website https://www.hisk.lt/ not later than in 3 (three) months after the expiry of relevant interim period, unless the applicable legal acts provide for a longer term;

(v) prepare and make available a Compliance Certificate to the Trustee (i) when a relevant Financial Report of the Issuer is made available, and (ii) at the Trustee's reasonable request, within 20 (twenty) calendar days from such request.

(vi) in addition to (i)-(ii) and (v) above, prepare the Financial Reports of the Issuer in accordance with the Accounting Principles and publish them together with Compliance Certificate in accordance with the rules and regulations of Nasdaq Vilnius and the applicable laws upon listing of the Bonds on First North Vilnius.

h) **Nature of business**: the Issuer shall procure that no substantial change is made to the general nature of the business as carried out by the Issuer on the Issue Date.

i) **General warranties and undertakings**

The Issuer warrants to the Bondholders and the Trustee at the date of these Terms and Conditions and for as long as any of the Bonds are outstanding that:

(i) the Issuer is a duly registered a public limited liability company operating in compliance with the laws of Lithuania.

(ii) all the Issuer´s obligations assumed under the Terms and Conditions are valid and legally binding to the Issuer and performance of these obligations is not contrary to law or the fund rules of the Issuer;

(iii) the Issuer has all the rights and sufficient authorizations to, and the Issuer has performed all the formalities required for issuing the Bonds;

(iv) all information that is provided by the Issuer to the Trustee or the Bondholders is true, accurate, complete and correct as of the date of presenting the respective information and is not misleading in any respect;

(v) the Issuer is solvent, able to pay its debts as they fall due, there are no liquidation or insolvency proceedings pending or initiated against the Issuer;

(vi) there are no legal or arbitration proceedings pending or initiated against the Issuer which may have, or have had significant effects on the Issuer´s financial position or profitability, other than the ones stated in the Information Document; and

(vii) there are no criminal proceedings pending or initiated against the Issuer, other than disclosed in the Information Document.

14. Events of Default

a) If any of the following events (the "**Events of Default**") (as defined below) occurs, the Issuer shall repay the Bonds at their outstanding principal amount together with the accrued interest, but without any premium or penalty on the 10th (tenth) Business Day after the occurrence of an Event of Default (the "**Early Repayment Date**"). Interest on such Bonds accrues until the Early Repayment Date (excluding the Early Repayment Date).

b) The Issuer shall notify the Bondholders and the Trustee about the occurrence of a breach of obligations immediately and without any delay upon becoming aware of its occurrence i) by way of notification on material event about the occurrence of a breach of obligations, and ii) in accordance with Clause 06 (*Notice*s).

c) Each of the following events shall constitute an Event of Default:

(i) ***Non-payment***: The Issuer fails to pay any amount of interest in respect of the Bonds on the due date for payment thereof and the default continues for a period of 20 (twenty) Business Days.

(ii) ***Breach of other obligations***: (i) if the Financial Covenants set out in Clause 13(a) are breached and are not remedied within next Relevant Period; (ii) if any other Special Undertakings set out in Clause 13 (other than Financial Covenants set out in Clause 13(a), and Financial Reporting set out in Clause 13(g)) are breached and are not remedied within 30 (thirty) Business days of the earlier of the Trustee giving notice or the Issuer should have become aware of the non-compliance.

The result that the breach of the Financial Covenants has been remedied should be reflected in the Financial Report of the Relevant Period.

(iii) ***Breach of Financial reporting***: The Issuer does not comply with any Financial reporting undertaking as set forth in Clause 13(g) and such non-compliance is not remedied within 2 (two) months period.

(iv) ***Cross Default***: Any outstanding indebtedness (including claims under the Issuer's issued guarantees or sureties) of the Issuer in aggregated total amount of over EUR 1,000,000 (one million euro) or its equivalent in any other currency, is accelerated prematurely because of default, howsoever described, or if any such indebtedness is not paid or repaid on the due date thereof or within any applicable grace period after the due date, or if any security given by the Issuer for any such indebtedness becomes enforceable by reason of default, and it continuous for more than 1 (one) month.

(v) ***Cessation of Business***: The Issuer cease to carry on its current business in its entirety or a substantial part thereof, other than: (i) pursuant to any sale, disposal, demerger, amalgamation, reorganization or restructuring or any cessation of business in each case on a solvent basis and within the Group, or (ii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting..

(vi) ***Liquidation***: An effective resolution is passed for the liquidation of the Issuer or Surety Provider other than,: (i) pursuant to an amalgamation, reorganization or restructuring in each case within the Group, or (ii) as a result of the cessation of the respective business required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the Issuer or the Surety Provider or decisions of any regulatory authority in relation to the operation of the Issuer or the Surety Provider and it does not materially affect the Issuer's ability to fulfil its obligations with regard to the Bonds, or (iii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting.

(vii) ***Insolvency***: The Issuer or the Surety Provider is declared insolvent or bankrupt by a court of competent jurisdictions or admits inability to pay its debts or the Issuer or the Surety Provider enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement.

(viii) ***Insolvency proceedings***: Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 (thirty) calendar days of commencement or, if earlier, the date on which it is advertised) in relation to:

i. winding-up, dissolution, administration, insolvency or legal protection proceedings (in and out of court) (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or the Surety Provider;

ii. the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or the Surety Provider or any of its assets; or

iii. any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or the Surety Provider.

(ix) ***Impossibility or illegality***:

i. It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of these Terms and Conditions or if the obligations under these Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable; or

ii. It is or becomes impossible or unlawful for the Surety Provider to fulfil or perform any of the provisions of the Surety or if the obligations under the Surety are not, or cease to be, legal, valid, binding and enforceable.

d) If the Issuer or the Surety Provider is declared insolvent, the Trustee shall represent the Bondholders in all legal proceedings and take every reasonable measure necessary to recover the amounts outstanding under the Bonds. The Issuer shall notify the Trustee about the Issuer being declared insolvent or the Surety Provider being declared insolvent in accordance with Clause 16 (*Notices*) promptly upon becoming aware of this occurrence. In such a case, all payments by the Issuer or the Surety Provider relating to the Bonds shall be transferred to the Trustee, or to someone appointed by the Trustee, and shall constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Bondholders. The Trustee shall arrange for payments of such funds in the following order of priority as soon as reasonably practicable:

(i) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee, (ii) other costs, expenses and indemnities relating to the protection of the Bondholders' rights, (iii) any non-reimbursed costs incurred by the Trustee for external experts, and (iv) any non-reimbursed costs and expenses incurred by the Trustee in relation to a Bondholders' meeting;

(ii) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);

(iii) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and

(iv) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under these Terms and Conditions.

If the Trustee makes any payment under this Clause 14(d), the Trustee, as applicable, shall notify the Bondholders of any such payment at least 5 (five) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid.

15. Trustee and Bondholders' Meetings

a) The Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (the "**Law on Protection of Interests of Bondholders**") is applicable to the Bonds, issued under these Terms and Conditions. As a result, the Bondholders shall be represented by the Trustee pursuant to the Law on Protection of Interests of Bondholders and the Trustee shall have all the rights and obligations, indicated in the Law on Protection of Interests of Bondholders and in the respective agreement concluded between the Trustee and the Issuer. When acting pursuant to these Terms and Conditions, the Trustee is always acting with binding effect on behalf of the Bondholders.

b) In addition, the Trustee shall (i) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in these Terms and Conditions and as otherwise agreed between the Issuer and the Trustee, (ii) check that the information in the Compliance Certificate is correctly extracted from the financial statements delivered pursuant to Clause 13(e) or other relevant documents supplied together with the Compliance Certificate. The Issuer shall promptly upon request provide the Trustee with such information as the Trustee reasonably considers necessary for the purpose of being able to comply with this clause.

c) Bondholders Meetings will be organised pursuant to the Law on Protection of Interests of Bondholders and Bondholders' Meeting decisions are binding on all Bondholders.

16. Notices

d) Bondholders shall be advised of matters relating to the Bonds by a notice published in English and Lithuanian:

(i) published on the Issuer's website at https://www.hisk.lt/; and
(ii) as well as on www.nasdaqbaltic.com and in Central Regulated Information Base (www.crib.lt) upon listing.

e) Any such notice shall be deemed to have been received by the Bondholders when sent or published in the manner specified in this Clause 16.

17. Minor modifications

Terms and Conditions may be amended by the Issuer without the consent of the Bondholders to correct a manifest error or to comply with mandatory provision of the applicable law. In addition, the Issuer shall have a right to amend the technical procedures relating to the Bonds in respect of payments or other similar matters without the consent of the Bondholders, if such amendments are not prejudicial to the interests of the Bondholders. Corresponding information shall be sent to the Bondholders in accordance with Clause 16 (*Notices*).

18. Governing Law and Jurisdiction

f) ***Governing law**:* These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

g) ***Courts of the Republic of Lithuania**:* Any dispute or claim arising out of or in relation to these Terms and Conditions, including any non-contractual obligation arising out of or in connection with the Bonds, shall be finally settled by the courts of the Republic of Lithuania.

4.2 Form of Final Terms

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Bonds issued under the General Terms and Conditions.

MiFID II Product Governance / Eligible Counterparties, Professional Clients and Retail Clients Target Market

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that (i) the target market for the Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"), and (ii) all channels for distribution of the Bonds are appropriate and; and (iii) the following channels for distribution of the Bonds to retail clients are appropriate: investment advice, and portfolio management, and non-advised services, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Bonds (a "**Distributor**") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Final Terms dated [●] 2025

HISK AB

Legal entity identifier (LEI): [●]

Issue of up to EUR [●] Bonds due [●]

under the General Terms and Conditions for the Issuance of Unsecured Unsubordinated Fixed Rate Bonds up to EUR 8,000,000 with the Maturity up to 3 years

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the General Terms and Conditions for the Issuance of Unsecured Unsubordinated Fixed Rate Bonds up to EUR 8,000,000 with the Maturity up to 3 years (the "*General Terms and Conditions*") which forms part of the Information Document dated [●] 2025 which constitutes an offering document for the purposes of the Law on Securities of the Republic of Lithuania. This document constitutes the Final Terms of the Bonds described herein and must be read in conjunction with the Information Document, including General Terms and Conditions, in order to obtain all relevant information.

The Information Document and Final Terms are available for viewing on the Issuer's website https://www.hisk.lt/ . Copies may also be obtained from the registered office of the Issuer at the address S. Kerbedžio str. 7, LT-35104 Panevėžys, the Republic of Lithuania.

Upon listing, the Information Document and Final Terms will be also available for viewing on the website of Nasdaq Vilnius AB ("Nasdaq Vilnius") (https://nasdaqbaltic.com/).

The Bonds under these Final Terms are offered under public offering in the Republic of Lithuania, Republic of Latvia and Republic of Estonia only. Therefore, the distribution of these Final Terms, including Information Document, in certain jurisdictions may be restricted by law. The public offering is made under the Information Document based on Article 3(2)(b) of the Prospectus Regulation in accordance with Articles 5(2) and 7 of the Law on Securities of the Republic of Lithuania.

1.	**Issuer:**	HISK AB
2.	**Status of the Bonds:**	Unsecured, unsubordinated and non-convertible
3.	**Surety Provider:**	UAB Ukmergės keliai, legal entity code 182816983
4.	**(i) Series Number:**	1
	(ii) Tranche Number:	[●]

5.	**Aggregate Nominal Amount:**	
	(i) Series:	EUR [●]
	(ii) Tranche:	EUR [●]
6.	**Issue Price:**	EUR [●]
7.	**Specified Denominations:**	EUR 1,000
8.	**(i) Issue Date:**	[●]
	(ii) Interest Commencement Date:	Issue Date
9.	**Maturity Date:**	[●]
10.	**Final Redemption Amount:**	Subject to any early redemption, the Bonds will be redeemed on the Maturity Date at 100% per Nominal Amount.
11.	**Call Option:**	Issuer Call (*See paragraph 16 below*)
12.	**Put Option:**	Investor Put (*See paragraph 17 below*)
13.	**Date [Shareholders' / Board's] decision for issuance of Bonds obtained:**	[●]
14.	**Trustee:**	As of the date of these Final Terms – AUDIFINA UAB, a private limited liability company, established and existing under the laws of the Republic of Lithuania, legal entity code 125921757, with its registered address at A. Juozapavičiaus str. 6, LT-09310 Vilnius, the Republic of Lithuania.
PROVISIONS RELATING TO INTEREST PAYABLE		
15.	**Fixed Rate Bond Provisions**	
	(i) Interest Rate:	[The annual interest rate will be set within the range of [●]%, [●]% or [●]%. The final annual interest rate will be determined in accordance with the Section 5 "*Subscription and Sale of the Bonds*" of the Information Document.] / [The Fixed Rate of Interest is [●]% per annum in respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date payable in arrears on each Interest Payment Date.]
	(ii) Interest Payment Date(s):	[●], [●], [●] and [●] in each year
	(iii) Day Count Fraction:	30E/360
PROVISIONS RELATING TO EARLY REDEMPTION		
16.	**Call Option**	Applicable
	(i) Optional Redemption Date(s):	Any Business Day no earlier than 6 (six) months after the Issue Date.
	(ii) Optional Redemption Amount(s) of each Bond:	If early redemption date occurs 6 (six) months after the Issue Date but not later than 12 (twelve) months after the Issue Date, the respective Early Optional Redemption Amount will be equal to 101.00% of Nominal Amount plus accrued Interest from last Interest payment date; if early redemption date occurs after 12 (twelve) months after the Issue Date, the respective Early Optional Redemption Amount will be equal to 100.00% of Nominal Amount plus accrued Interest from last Interest payment date.
	(iii) Notice period:	Not less than 14 (fourteen) calendar days
17.	**Put Option**	Only due to Change of Control, De-listing Event or Listing Failure

	(i)	Change of Control Put Date / De-listing Event or Listing Failure Put Date / Optional Redemption Date:	The 5th (fifth)] Business Day following the expiration of the Change of Control Put Period / De-listing Event or Listing Failure Put Period
	(ii)	Optional Redemption Amount of each Note:	101% per Nominal Amount
	(iii)	Change of Control Put Period / De-listing Event or Listing Failure Put Period /Notice period:	Not more than 30 days
GENERAL PROVISIONS APPLICABLE TO THE BONDS			
18.	**Form of Bonds**:		The Bonds shall be issued in non-material registered form. The book-entry and accounting of the dematerialized securities in the Republic of Lithuania, which will be admitted to trading on the First North (Nasdaq Vilnius), shall be made by Nasdaq CSD. Entity to be in charge of keeping the records will be the Issuer. The Bonds shall be valid from the date of their registration until the date of their redemption. No physical certificates will be issued to the Investors. Principal and interest accrued will be credited to the Bondholders' accounts through Nasdaq CSD.
19.	**Governing Law:**		The Bonds, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.
20.	**Jurisdiction:**		Any dispute or claim arising out of or in relation to the Bonds, including any non-contractual obligation arising out of or in connection with the Bonds, shall be finally settled by the courts of the Republic of Lithuania.

PART B – OTHER INFORMATION

1.	**LISTING AND ADMISSION TO TRADING**		
	(i)	Admission to Trading:	Application will be made for Bonds issued under these Final Terms to be admitted during the period of 3 (three) months after the date hereof to listing and trading on the First North of Nasdaq Vilnius.
	(ii)	Estimate of total expenses related to admission to trading:	EUR [●]
2.	**RATINGS**		The Bonds to be issued are not rated.
3.	**INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**		
	[●] Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer. The Dealer and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.		
4.	**YIELD**		
	Indication of yield:		Will be set within the range of [●]% to [●]%
			The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.
5.	**OPERATIONAL INFORMATION**		
	(i)	ISIN:	[●]

	(ii)	Delivery:	Delivery against payment
	(iii)	Settlement Date	[•]
6.	**SUBSCRIPTION AND DISTRIBUTION**		
	(i)	Subscription period:	[•] – [•] at [•] (Vilnius time)
	(ii)	Allocation Date	[•]
	(iii)	Method of Distribution:	Non-syndicated
	(iv)	Name of Dealer:	Artea Bankas AB
	(v)	Minimum Investment Amount	1 Bond
	(vi)	Allocation rules	[•]
8.	**OTHER INFORMATION**		
	(i)	Use of Proceeds:	The proceeds of the issue of Bonds will be used to [•].
	(ii)	Information about the securities of the Issuer that are already admitted to trading:	No such securities.

V. SUBSCRIPTION AND SALE OF THE BONDS

By subscribing the Bonds, each Investor confirms having read this Information Document, including Terms and Conditions, Final Terms and documents incorporated in this Information Document by way of reference (please see Section 1.4 Information incorporated by Reference), having accepted the terms and conditions set out in this Information Document and having made the subscription according to the terms herein. The Investor may also familiarize with the Agreement on Bondholders' Protection before or after placing a Subscription Order by requesting the Issuer via e-mail invest@hisk.lt.

General information

The Issuer may issue the Bonds up to an aggregate principal amount of EUR 8,000,000. The Bonds shall be offered and issued in Tranches under respective Final Terms. The Bonds shall be issued and offered in Tranches. The terms and conditions of each Tranche shall consist of (i) the General Terms and Conditions of the Bonds which are identified in Sections 4.1 *General Terms and Conditions of the Bonds* and (ii) the Final Terms. Thus, the Bonds of each of the Tranches will generally be subject to the same terms, except that the following may differ, as specified in the respective Final Terms of the respective Tranche: the Issue Date, Issue Price and yield.

The aggregate principal amount of the Bonds of each of the Tranches shall be specified in the Final Terms. The Issuer may decrease or increase the aggregate principal amount of a Tranche during the Subscription Period of that Tranche. Nonetheless, the final number of Bonds to be issued will be decided on the Allocation Date by the Issuer, based on the level of subscriptions.

The subscription of the Bonds will be organized through Nasdaq as an Auction and Auction Rules will be applied.

General structure of the Offering

The Offering shall be structured in the following order:

(i) the Subscription Orders shall be submitted by the Investors through the Exchange Members and Nasdaq Auction Rules;
(ii) the Issue Price shall be paid by the investors according to the order described further in this Information Document and the Final Terms;
(iii) based on the decision of the Issuer together with the Lead Manager the Bonds shall be allocated to the Investors;
(iv) the Bonds shall be registered with Nasdaq CSD and distributed to the Investors.

Cancellation or changes of dates of the Offering

The Issuer, at its own discretion, may cancel the primary distribution and offering of the Bonds at any time prior to the relevant Settlement Date without disclosing any reason for doing so. In such event, Subscription Orders for the Bonds that have been made will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the Investors.

The Issuer may also change the dates of opening and closing of the Subscription Period, or decide that the offering of any of the Tranche will be postponed and that new dates of the offering will be provided by the Issuer later.

Any decision on cancellation or changes of dates of the offering will be published on Issuer's website as well in a manner compliant with applicable regulations, as well as market practices in Lithuania.

Subscription procedure; invalidity of the Subscription Orders

In order to subscribe for the Bonds, the Investor must have a Securities Account with the Exchange Member and fill in a Subscription Order form provided by the Exchange Member during the Subscription Period only in order for the Exchange Member to enter a buy order in Nasdaq's trading system. The list of Exchange Members is available on the website https://nasdaqbaltic.com/statistics/en/members. The Subscription Orders shall be submitted by means accepted and used by the Exchange Members (e.g. physically, via the internet banking system or by any other available means).

The Investor may submit multiple subscriptions which shall be merged for the purposes of allocation. The Subscription Period will be indicated in the Final Terms.

Investors confirmations

By submitting a Subscription Order to the Exchange Member or the Lead Manager, every Investor (besides other acknowledgments and undertakings provided in this Information Document):

(i) authorizes and instructs the Exchange Member and (or) the Lead Manager through which the Subscription Order is submitted to arrange the settlement of the subscription on its/his/her behalf (taking such steps as are legally required to do so) and to forward the necessary information to the extent necessary for the completion of the subscription;

(ii) shall ensure that when submitting a Subscription Order there are sufficient funds on the cash account connected to its/his/her Securities Account to cover the amount subscribed (i.e. the Issue Price multiplied by the amount of the Bonds subscribed);

(iii) authorizes and instructs the Exchange Member and (or) the Lead Manager through which the Subscription Order is submitted to block the whole Subscription amount on the investor's cash account connected to its/his/her Securities Account until the allotment of Bonds pursuant to this Information Document and Auction Rules, and registration with the Register is completed on the Issue Date;

(iv) authorizes the Exchange Member, Issuer, Lead Manager and Nasdaq to process, forward and exchange its/his/her personal data and information in the Subscription Order in order to participate in the Offering, to accept or reject the Subscription Order and comply with the Information Document and fulfill the Issuer's obligations under the Information Document;

(v) acknowledges that the Offering does not constitute an offer (in Lithuanian: *oferta*) of the Bonds by the Issuer in legal terms, and that the submission of a Subscription Order does not constitute the acceptance of an offer, and therefore does not in itself entitle the investor to acquire the Bonds, nor results in a contract for the sale of the Bonds between the Issuer and the Investor, unless the Bonds are allotted to the investor pursuant this Information Document and Bonds are registered with the Register on the Issue Date;

(vi) confirms that it/she/he has got familiarized with this Information Document, Final Terms and Auction Rules.

Invalidity of the Subscription Orders

The Subscription Order shall not be considered valid and shall not be processed in the following cases:

(i) the Subscription Order does not contain all the information requested in it;

(ii) the purchase amount indicated in the Subscription Order is less than the Minimum Investment Amount (if any indicated in the Final Terms); or

(iii) the Subscription Order was received after the Subscription Period; or

(iv) the Issuer and (or) the Lead Manager rejects the Subscription Order due to any other reasons (e.g. oversubscription, violation of legal acts governing anti-money laundering prevention and/or sanctions).

The Exchange Members and (or) the Lead Manager acting in accordance with internal rules and applicable laws shall inform the investors on rejection of provided Subscription Orders.

An investor shall bear all costs and fees charged by the respective account operator or a custodian accepting the Subscription Order in connection with the submission, cancellation or amendment of a Subscription Order.

Change and Withdrawal of the Subscription Orders

The Subscription Order may be amended, cancel or withdrawn and new Subscription Order placed at any time until the end of the Subscription Period. The Investor wishing to amend, cancel or withdraw placed Subscription Order shall submit a written statement on the subscription cancellation to the entity through which the Subscription Order has been submitted. This may result in costs and fees charged by the by the intermediary through which the Subscription Order is submitted.

Preferred Interest Rate (coupon)

The Issuer may offer the Bonds for a fixed annual interest rate as already specified in the Final Terms or within a range as specified in the Final Terms. In case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms, each Investor undertakes to specify the investment amount(s) the Investor is willing to invest at one or more annual interest rate (coupon) levels within the available annual interest rate (coupon) range as indicated by the Issuer. For the avoidance of doubt, the Investor may subscribe the Bonds on different preferred annual interest rate (coupon) levels.

By submitting the Subscription Order, the Investor acknowledges that, in case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms, each investment amount to be invested per each offered preferred annual interest rate has to be not less than the Minimum Investment Amount as specified in the Final Terms. Otherwise, the Subscription Order for subscribing to the Bonds with the less than Minimum Investment Amount shall not be considered valid and shall not be processed.

Setting Interest Rate (Coupon)

The Investors acknowledge that the Interest Rate (coupon) of the Bonds shall be determined upon the discretion of the Issuer within the range indicated in the Final Terms, taking into consideration, among other factors, the volume and price level of Subscription orders received from the Investors.

All Investors who have been allocated the Bonds of the relevant Tranche shall pay the same price and receive the same fixed annual interest rate for the Bonds. The Investors will be informed about the final annual Interest Rate (coupon) upon allocation.

Payment for the Bonds
By submitting a Subscription Order each Investor authorizes and instructs the Exchange Member through which the Subscription Order is submitted to immediately block the whole subscription amount on the Investor's cash account connected to its/his/her securities account until the settlement is completed or funds are released in accordance with these terms and conditions.

In case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms and the Investor has placed Subscription Orders at different preferred annual interest rates, the total transaction amount to be blocked will correspond to the sum of investment amounts (in EUR) payable per each Investor's offered preferred annual interest rate level. For illustrative purposes only, assuming the Investor has placed the following Subscription Orders:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	EUR 40,000
z%	EUR 60,000

The amount of EUR 120,000 shall be the transaction amount and it will be blocked on the Investor's cash account until the settlement is completed or funds are released.

Transaction related charges of the financial institution operating the Investor's securities account may also be blocked on the cash account as agreed between the Investor and the financial institution operating the Investor's securities account.

Allocation Date and Allocation Rules
Allocation of the Bonds will take place, and the final number of offer Bonds sold will be publicly announced after the Subscription Period expires.

The Bonds will be allocated to Investors by the Issuer on the Allocation Date indicated in the Final Terms. In case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms, only Subscription Orders which are at or below the set final Interest Rate (coupon) will be subject to allocation.

For illustrative purposes only, assuming the Investor has placed the following Subscription Orders at different preferred annual interest rates, below are a set of illustrative examples of various subscription alternatives and potential outcomes. The list is not exhaustive and there may be other potential outcomes:

<u>Example 1:</u>

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	EUR 40,000
z%	EUR 60,000

If the Issuer decides to set the final annual interest rate at y per-cent and there is no oversubscription, the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e., each Investor receives full allocation of the Bonds), then in the case above the Investor shall receives EUR 60,000 of the Bonds.

<u>Example 2:</u>

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	-
y%	EUR 40,000
z%	EUR 60,000

If the Issuer decides to set the final annual interest rate at x per-cent, then in the case above the Investor shall not receive any allocation of the Bonds.

Example 3:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	-
z%	-

In case the Issuer decides to set the final annual interest rate at z per-cent and there is no oversubscription, the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e., each investor receives full allocation of the Bonds), then in the case above the Investor shall receive EUR 20,000 of the Bonds.

Example 4:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 40,000
y%	EUR 20,000
z%	EUR 60,000

In case the Issuer decides to set the final annual interest rate at z per-cent and there is no oversubscription, the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e., each investor receives full allocation of the Bonds), then in the case above the Investor shall receive EUR 120,000 of the Bonds.

The number of Bonds to be allocated to each Investor shall be determined upon allocation rules determined in the Final Terms. Accordingly, Investors who placed the Subscription Order, may not receive all of the Bonds they have subscribed for and it is possible they may not receive any. In case the Investor has not been allocated any Bonds or allocation is less than the number of subscribed Bonds, the relevant amount shall be released in accordance with the terms set out in *Return of funds to Investors.*

By placing a Subscription Order the Investors shall be considered as have consented to being allotted a lower number of Bonds than the number specified in such Investor's Subscription Order, or to not being allotted any Bonds at all, pursuant to this Information Document.

Payable amount for the Bonds
The specific amount to be paid by the Investor for allocated Bonds is calculated by multiplying the number of allocated Bonds to Investor by the Issue Price per Bond.

Return of funds to Investors
If the Offering or a part thereof is cancelled, or if the Investor has not been allotted any Bonds, or allotted a lower number of Bonds than the number specified in such Investor's Subscription Order, or the Subscription Order has been cancelled or rejected, the funds blocked on the Investor's cash account, or the excess part thereof (the amount in excess of payment for the allocated Bonds), will be released by the respective Exchange Member or the Leader Manager and pursuant to its agreement with the investor.

Regardless of the reason for which funds are released, neither the Issuer nor the Lead Manager shall be responsible for any relationships between the Investor and Exchange Member in connection with any operations happening on the cash account connected to the Investors' Securities Account.

Settlement
The Bonds allocated to the Investors will be transferred to their securities accounts on or about the Settlement Date provided in the Final Terms through the "delivery versus payment" (DVP) method, meaning that the settlement procedure is carried out by Nasdaq CSD and Exchange Members on the Issue Date in accordance with the Auction Rules and title to the Bonds purchased in the subscription process is obtained upon Bonds transfer to respective Securities Account which is done simultaneously with making the cash payment for the purchased Bonds.

The title to the Bonds will pass to the relevant investors when the Bonds are recorded to their securities accounts. If an investor has submitted several Subscription Undertakings through several securities accounts, the Bonds allocated to such investor will be transferred to all such securities accounts proportionally to the number of the Bonds indicated in the Subscription Undertakings submitted for each account, rounded up or down as necessary.