



**TERMS AND CONDITIONS FOR**

**BONAVA AB (publ)**

**UP TO SEK 2,000,000,000**

**SENIOR SECURED FLOATING RATE GREEN NOTES**

**ISIN: SE0023950910**

**DATED 20 FEBRUARY 2025**

**No action is being taken that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.**

## PRIVACY NOTICE

The Issuer, the Agent and the Security Agent may collect and process personal data relating to the Noteholders, the Noteholders' representatives or agents, and other persons nominated to act on behalf of the Noteholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Notes). The personal data relating to the Noteholders is primarily collected from the registry kept by the CSD. The personal data relating to other persons is primarily collected directly from such persons.

The personal data collected will be processed by the Issuer, the Agent and the Security Agent for the following purposes:

- (a) to exercise their respective rights and fulfil their respective obligations under the Finance Documents;
- (b) to manage the administration of the Notes and payments under the Notes;
- (c) to enable the Noteholders' to exercise their rights under the Finance Documents; and
- (d) to comply with their obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Agent and the Security Agent in relation to paragraphs (a) – (c) is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents. In relation to paragraph (d), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, Agent or the Security Agent. Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

Personal data collected may be shared with third parties, such as the CSD, when necessary to fulfil the purpose for which such data is processed.

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Agent and the Security Agent, respectively. In addition, data subjects have the right to (i) request that personal data is rectified or erased, (ii) object to specific processing, (iii) request that the processing be restricted and (iv) receive personal data provided by themselves in machine-readable format. Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer's, the Agent's and the Security Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites [www.bonava.com](http://www.bonava.com) and [www.nordictrustee.com](http://www.nordictrustee.com).

## TABLE OF CONTENTS

Section	Page
1. Definitions and Construction .....	1
2. Status of the Notes .....	16
3. Use of Proceeds .....	17
4. Conditions for Disbursement .....	17
5. Notes in Book-Entry Form .....	20
6. Right to Act on behalf of a Noteholder .....	20
7. Payments in Respect of the Notes .....	21
8. Interest .....	21
9. Replacement of Base Rate .....	22
10. Redemption and Repurchase of the Notes .....	23
11. Transaction Security and Guarantees.....	26
12. Information to Noteholders .....	27
13. General Undertakings .....	29
14. Financial Undertakings.....	31
15. Acceleration of the Notes .....	32
16. Distribution of Proceeds .....	35
17. Decisions by Noteholders .....	35
18. Amendments and Waivers .....	39
19. The Agent.....	40
20. The Issuing Agent .....	44
21. The CSD.....	44
22. No Direct Actions by Noteholders .....	44
23. Prescription .....	45
24. Communications and Press Releases .....	45
25. Force Majeure .....	46
26. Governing Law and Jurisdiction .....	46

## 1. DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions

In these terms and conditions (the "**Terms and Conditions**"):

**"Account Operator"** means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of its Notes.

**"Accounting Principles"** means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC or, to the extent permitted under relevant laws and regulations, Percentage of Completion method if that has been adopted in external reporting by the Issuer, each as applied by the Issuer in preparing its annual consolidated financial statements.

**"Adjusted Nominal Amount"** means the Total Nominal Amount less the aggregate Nominal Amount of all Notes owned by a Group Company, irrespective of whether such Person is directly registered as owner of such Notes.

**"Adjustment Spread"** means a spread (which may be positive or negative), formula or methodology for calculating a spread, to be applied to the Successor Base Rate or Alternative Base Rate in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to another as a result of the replacement of a Base Rate with a Successor Base Rate or an Alternative Base Rate, as the case may be, and which:

- (a) in the case of a Successor Base Rate, is formally recommended in relation to the replacement of the applicable Base Rate with the relevant Successor Base Rate by any Relevant Nominating Body;
- (b) in the case of a Successor Base Rate for which no formal recommendation has been made or in the case of an Alternative Base Rate:
  - (i) the Independent Adviser (after having consulted the Issuer) determines to be customarily applied to the relevant Successor Base Rate or Alternative Base Rate (as applicable), to achieve a replacement rate for the applicable Base Rate accepted in the Stockholm market for similar notes as the Notes;
  - (ii) if no determination may be made pursuant to sub-paragraph (b)(i), the Independent Adviser determines to be recognised or acknowledged as being the industry standard for over-the-counter derivative transaction which reference the applicable Base Rate, where such Base Rate has been replaced by the relevant Successor Base Rate or Alternative Base Rate; or
  - (iii) if no determination may be made pursuant to sub-paragraphs (b)(i) or (b)(ii) above, the Independent Adviser in its discretion (acting in good faith), determines to be appropriate.

**"Agency Agreement"** means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

"**Agent**" means Nordic Trustee & Agency AB (publ), Swedish Reg. No. 556882-1879, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

"**Alternative Base Rate**" means the rate that the Independent Adviser determines has replaced the applicable Base Rate in customary market usage in the relevant debt capital markets for the purposes of determining rates of interest in respect of Notes denominated in SEK and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the applicable Base Rate.

"**B2M Debt**" means any financial indebtedness incurred by a Group Company which is the owner of a B2M Property or a Group Company which manages the relevant B2M Property, provided that such Financial Indebtedness does not exceed 60 per cent. of the value of the relevant B2M Property.

"**B2M Property**" means:

- (a) the real property located in Estonia, Harju county, Tallinn, Mustamäe district, Aiandi tn 11 registered at the Real Estate Department of Tartu County Court with registration No. 22652101;
- (b) the real property located in Latvia, Riga, Grēdu street 17 registered at Riga city land registry with section no. 100000577578; or
- (c) any other real property designated by the Issuer as a B2M Property,

and "**B2M Properties**" means all of them.

"**Balance Sheet**" means, at any time, the balance sheet forming part of the latest consolidated financial statements of the Issuer delivered in accordance with paragraph (a) of Clause 12.1.1.

"**Base Rate**" means STIBOR or, following the occurrence of a Base Rate Event, any benchmark rate replacing STIBOR in accordance with Clause 9 (*Replacement of Base Rate*). For the avoidance of doubt, if any such rate is below zero then the Base Rate will be deemed to be zero.

"**Base Rate Amendments**" has the meaning set forth in Clause 9.3.2.

"**Base Rate Determination Date**" has the meaning set forth in paragraph (a) of Clause 9.2.1.

"**Base Rate Event**" means that:

- (a) the applicable Base Rate has ceased to be published for at least five (5) consecutive Business Days as a result of such benchmark rate ceasing to be calculated or administered;
- (b) the applicable Base Rate has ceased to exist;
- (c) the administrator of the applicable Base Rate has made a public statement or publication of information announcing that it will cease to publish the applicable Base Rate permanently or indefinitely and, at that time, no successor administrator has been appointed to continue to publish the Base Rate;
- (d) the supervisor of the administrator of the applicable Base Rate has made a public statement or publication of information recommending the usage of a Successor Base Rate for the applicable Base Rate; or

- (e) it has become unlawful for the Agent, the Issuer or the Issuing Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate,

provided that in the case of paragraphs (c) to (d) above, the Base Rate Event shall be deemed to occur on the date of the cessation of publication of the applicable Base Rate, the discontinuation of the applicable Base Rate or the prohibition of use of the applicable Base Rate and not on the date of the relevant public statement or announcement.

**"Business Day"** means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year's Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

**"Business Day Convention"** means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

**"Call Option Amount"** means the relevant amount set out in Clause 10.3 (*Voluntary total redemption (call option)*), as applicable.

**"Change of Control Event"** means the occurrence of an event or series of events whereby (a) any person or group of persons (other than Nordstjernan AB) acting in concert directly or indirectly acquires, beneficial ownership or other control of shares in the Issuer to which attach more than fifty (50) per cent. of the voting rights attaching to all of the issued share capital of the Issuer at that time, (b) the shares of the Issuer cease to be listed on the Nasdaq Stockholm exchange, or (c) trading of the shares of the Issuer on the Nasdaq Stockholm exchange is suspended for a period of fifteen (15) consecutive Business Days.

**"Compliance Certificate"** has the meaning set forth in Clause 12.1.3.

**"CSD"** means the Issuer's central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

**"CSD Regulations"** means the CSD's rules and regulations applicable to the Issuer, the Agent and the Notes from time to time.

**"Debt Register"** means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Notes in which a Noteholder is registered.

**"EBITDA"** means, in respect of any Relevant Period, the consolidated net profit of the Group:

- (a) adding back any amount of tax on profits, interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any Group Company and deducting any amount of tax, interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance income whether received, receivable or capitalised, in each case (calculated on a consolidated basis) in respect of that Relevant Period;
- (b) not including any accrued interest owing to any Group Company;
- (c) after adding back any amount attributable to the amortisation, depreciation or impairment of assets of members of the Group;
- (d) before taking into account any Non-Recurring Items;

- (e) before taking into account the Transaction Costs;
- (f) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests if included in the consolidated net profit of the Group;
- (g) after deducting the amount of any profit (or adding back the amount of any loss) of the Group's share of the profits or losses (after finance costs and tax) of non-group entities in the form of associated companies or joint ventures;
- (h) adding any cash dividends received from, and deducting any cash contributions paid to, non- group entities in the form of associated companies or joint ventures in respect of any Relevant Period if not already added or deducted when determining EBITDA;
- (i) before taking into account any unrealised gains or losses on any financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis); and
- (j) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining the consolidated net profit of the Group.

**"Equity"** means, at any Test Date, the fully paid up share capital, shareholders contributions and other forms of unrestricted or restricted equity including any amount attributable to minority interests as shown in the Balance Sheet.

**"Equity Ratio"** means Equity to Total Assets.

**"Event of Default"** means an event or circumstance specified in Clause 15.1.

**"Excluded Debt"** means all liabilities of an interest bearing nature (both current and long term) in the consolidated balance sheet of the Group that is owed by Swedish tenant-owner associations (Sw. *Bostadsrättsföreningar*) or Finnish Housing Companies (Fi. *Asunto-osakeyhtiö*, Sw. *Bostadsaktiebolag*).

**"Excluded Group Companies"** a Group Company (other than the Issuer or Midco) (a) who has issued a counter-indemnity (or any similar indemnity, guarantee or other form of reimbursement undertaking) for any guarantees issued by a lender under the Senior Facilities Agreement on the First Issue Date, (b) which is established under German law, (c) other entity not legally permitted to be a Guarantor or (d) which is a Housing Entity.

**"Existing Notes"** means the senior secured green notes with ISIN SE0013887973 issued by the Issuer under the terms and conditions originally dated 7 September 2020 (as amended and restated from time to time, most recently on 14 March 2024) between the Issuer as issuer and the Agent as agent.

**"Final Maturity Date"** means 3 September 2028.

**"Finance Documents"** means:

- (a) these Terms and Conditions;
- (b) the Agency Agreement;

- (c) the Proceeds Account Pledge Agreement;
- (d) the Security Documents;
- (e) the Guarantee and Adherence Agreement;
- (f) the Intercreditor Agreement; and
- (g) any other document designated by the Issuer and the Agent as a Finance Document.

**"Finance Lease"** means any lease or hire purchase contract which would, in accordance with the Accounting Principles be treated as a balance sheet liability (other than a lease or hire purchase contract which would, in accordance with the Accounting Principles in force on 31 December 2018, have been treated as an operating lease).

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any Finance Lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (but not, in any case, trade instruments); and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above,

but shall not include indebtedness of the description in paragraphs (a) to (i) above outstanding between the Issuer and a Subsidiary of the Issuer or between one Subsidiary of the Issuer and another Subsidiary of the Issuer.

**"Financial Instruments Accounts Act"** means the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

**"First Call Date"** means the date falling eighteen (18) months after the First Issue Date.



**"First Issue Date"** means 3 March 2025.

**"Force Majeure Event"** has the meaning set forth in Clause 25.1.

**"Green Financing Framework"** means the Issuer's green financing framework, as worded on the First Issue Date.

**"Group"** means the Issuer and each of its Subsidiaries (including any relevant Swedish tenant-owner association (Sw. *Bostadsrättsföreningar*) or a Finnish Housing Company (Fi. *Asunto-osakeyhtiö*, Sw. *Bostadsaktiebolag*) (a **"Housing Entity"**)) from time to time (each a **"Group Company"**), and, for this purpose, in respect of any Housing Entity, such Housing Entity shall be a Group Company for as long as it is required to be consolidated in the Annual Financial Statements of the Issuer in accordance with the Accounting Principles as applied on the date of these Terms and Conditions, and excluding Sigtuna Stadsängar Exploaterings AB provided that, and only for as long as, Sigtuna Stadsängar Exploaterings AB is not consolidated in the Annual Financial Statements of the Issuer in accordance with the Accounting Principles as applied on the date of these Terms and Conditions.

**"Guarantee and Adherence Agreement"** means the guarantee and adherence agreement dated 14 March 2024 and entered into between, amongst others, the Issuer, Midco and the Security Agent (as amended or amended and restated from time to time), pursuant to which the Guarantors shall, amongst others, (a) guarantee all amounts outstanding under the Senior Finance Documents, (b) agree to subordinate all subrogation claims, and (c) undertake to adhere to the terms of the Finance Documents.

**"Guarantees"** means the guarantees provided by the Guarantors under the Guarantee and Adherence Agreement.

**"Guarantor"** means the Original Guarantors and any Material Group Company that has acceded to the Guarantee and Adherence Agreement from time to time.

**"Hedging Agreement"** shall have the meaning given to such term in the Intercreditor Agreement.

**"Incurrence Test"** means the incurrence test set out in Clause 14.1.

**"Independent Adviser"** means an independent financial institution of repute in the debt capital markets where the Base Rate is commonly used or other independent financial adviser experienced in the debt capital markets where the Base Rate is commonly used, in each case appointed by the Issuer at its own expense.

**"Initial Nominal Amount"** has the meaning set forth in Clause 2.3 (*Status of the Notes*).

**"Initial Notes"** means the Notes issued on the First Issue Date.

**"Insolvent"** means, in respect of a relevant Person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) (or its equivalent in any other relevant jurisdiction).

**"Intercreditor Agreement"** means the intercreditor agreement dated 14 March 2024 and originally entered into between, amongst others, the Issuer, the senior lenders under the Senior Facilities Agreement and the Security Agent (as amended and restated pursuant to an

amendment and restatement agreement dated 13 February 2025 and as amended or amended and restated from time to time).

**"Interest"** means the interest on the Notes calculated in accordance with Clauses 8.1 to 8.3.

**"Interest Cover Ratio"** means the ratio of EBITDA to Net Financial Expenses.

**"Interest Payment Date"** means 3 March, 3 June, 3 September and 3 December of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 3 June 2025 and the last Interest Payment Date shall be the relevant Redemption Date.

**"Interest Period"** means (a) in respect of the first Interest Period, the period from (but excluding) the First Issue Date to (and including) the first Interest Payment Date, and (b) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

**"Interest Rate"** means the aggregate of the Base Rate, the Margin and the Adjustment Spread (if any).

**"Issue Date"** means the First Issue Date and each other date on which Notes are to be issued pursuant to these Terms and Conditions, as agreed between the Issuing Agent and the Issuer.

**"Issuer"** means Bonava AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556928-0380.

**"Issuing Agent"** means, initially, Carnegie Investment Bank AB (publ) and thereafter each other party appointed as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

**"Listing Failure Event"** means:

- (a) that the Initial Notes are not listed on the sustainable or corporate bond list of Nasdaq Stockholm within sixty (60) days following the First Issue Date (with an intention to complete such listing within thirty (30) days);
- (b) that any Subsequent Notes are not listed on the sustainable or corporate bond list of Nasdaq Stockholm within sixty (60) days following their Issue Date (with an intention to complete such listing within thirty (30) days); and
- (c) in the case of a successful admission, that a period of sixty (60) days has elapsed since the Notes ceased to be listed on the sustainable or corporate bond list of Nasdaq Stockholm,

or, if such admission to trading is not possible to obtain or maintain or if the Issuer determines in its reasonable discretion that a different Regulated Market should be preferred, admitted to trading on another Regulated Market.

**"Margin"** means 4.75 per cent. *per annum*.

**"Market Loans"** means bonds, notes or other debt securities (however defined), which are or can be quoted, listed, traded or otherwise admitted to trading on a Regulated Market, or an organised trading facility (as defined in Directive 2014/65/EU on markets in financial instruments).

**"Material Group Companies"** means, at any time:

- (a) the Issuer;
- (b) MidCo; and
- (c) any wholly-owned Group Company who is nominated as such by the Issuer in accordance with Clause 13.11 (*Nomination of Material Group Companies*),

each a **"Material Group Company"**.

**"Material Intercompany Loan"** means any loan or credit made by MidCo to a Group Company not established under the laws of Germany where:

- (a) the term of the intercompany loan is at least twelve (12) months (the term to be determined by the Issuer); and
- (b) the principal amount thereof aggregated with any other loans between MidCo and the same debtor with a term of at least twelve (12) months, exceeds SEK 15,000,000 (or its equivalent in any other currency).

**"MidCo"** means Bonava Group Holding AB, Reg. No. 556495-9079.

**"Net Financial Expenses"** means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Financial Indebtedness paid or payable by any Group Company (calculated on a consolidated basis) in respect of that Relevant Period:

- (a) excluding any upfront fees relating to any Permitted Financial Indebtedness;
- (b) including the interest (but not the capital) element of payments in respect of Finance Leases;
- (c) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any Group Company under any interest rate hedging arrangement;
- (d) not including any fees paid to banks or credit insurance companies for project related guarantee, which are reported as project costs;
- (e) taking into account any unrealised gains or losses on any financial instruments (not including any derivative instruments which is accounted for on a hedge accounting basis);
- (f) after deducting any interest payable in that Relevant Period to any Group Company (other than by another Group Company); and
- (g) excluding any prepayment fee or premium paid by the Issuer in respect of any repurchase of Notes pursuant to Clause 10.2 (*Purchase of Notes by the Issuer*).

**"New Debt"** means Financial Indebtedness as set out in paragraph (j) of the definition of "Permitted Financial Indebtedness".

**"Nominal Amount"** means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been redeemed pursuant to Clause 10.4 (*Voluntary partial redemption (call option)*).

**"Non-Recurring Items"** means any cost or income of a non-recurring nature or restructuring cost in any consolidated financial statements of the Issuer and in relation to costs not exceeding five (5) per cent. of EBITDA (before adjusting for Non-Recurring Items in accordance with paragraph (d) of the definition of EBITDA) for the Relevant Period.

**"Note"** means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions, including the Initial Notes and any Subsequent Notes.

**"Noteholder"** means the person who is registered on a Securities Account as direct registered owner (Sw. *direktregistrerad ägare*) or nominee (Sw. *förvaltare*) with respect to a Note.

**"Noteholders' Meeting"** means a meeting among the Noteholders held in accordance with Clauses 17.1 (*Request for a decision*), 17.2 (*Convening of Noteholders' Meeting*) and 17.4 (*Majority, quorum and other provisions*).

**"Original Guarantor"** means the Issuer, MidCo, Bonava Eesti OÜ and Bonava Latvija SIA.

**"Permitted Disposals"** means a disposal:

- (a) made in the ordinary course of business of the disposing entity;
- (b) of assets in exchange for other assets comparable or superior as to type, value and quality;
- (c) of any asset to another Group Company;
- (d) of obsolete or redundant asset or assets which are no longer required for the operation of its business; or
- (e) where the higher of the market value and consideration receivable (when aggregated with the higher of the market value and consideration for any other disposal made during the lifetime of the Notes and not allowed under the preceding sub-paragraphs) is less than twenty-five (25) per cent., or such higher percentage as approved by the Noteholders, of the Total Assets of the Group.

**"Permitted Financial Indebtedness"** means:

- (a) any Financial Indebtedness contemplated by or arising under the Finance Documents;
- (b) any Financial Indebtedness arising under the Senior Facilities Agreement (including ancillary facilities thereunder), any Hedging Agreement as permitted under the Intercreditor Agreement or any Financial Indebtedness incurred in connection with the refinancing of such facilities in a total aggregate amount of outstanding Financial Indebtedness, when calculated together with any outstanding Financial Indebtedness guaranteed by MidCo in accordance with paragraph (i) of the definition of Permitted Loans or Guarantees, up to EUR 400,000,000 at any time;
- (c) until the date falling one (1) Business Day following the disbursement of the net proceeds from the Proceeds Account, any Financial Indebtedness incurred under the Existing Notes;
- (d) any Financial Indebtedness owed by a Group Company to another Group Company;

- (e) any Financial Indebtedness of any person acquired by a Group Company which becomes a Group Company, which is incurred after the date of the First Issue Date and existing at the date of acquisition and to the extent that such Financial Indebtedness has not been incurred or increased in contemplation of, or since, the acquisition, and such Financial Indebtedness is repaid within nine (9) months from the date of acquisition;
- (f) any Project Debt;
- (g) any Excluded Debt;
- (h) any B2M Debt;
- (i) Financial Indebtedness which constitutes Permitted Loans or Guarantees;
- (j) incurred by the Issuer or any Group Company after the First Issue Date, provided that it complies with the Incurrence Test if tested pro forma immediately after the incurrence of such new Financial Indebtedness, and such Financial Indebtedness:
  - (i) is incurred as a result of issuance of Subsequent Notes;
  - (ii) ranks *pari passu* with the obligations of the Issuer under the Finance Documents; or
  - (iii) is subordinated to the obligations of the Issuer under the Finance Documents;
- (k) incurred in connection with the redemption of the Notes in order to fully refinance the Notes and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Notes (taking into account the rules and regulations of the CSD), for the purpose of securing, *inter alia*, the redemption of the Notes; or
- (l) Financial Indebtedness of any Group Company (other than the Issuer) where the aggregate amount of all such Financial Indebtedness for all Group Companies (other than the Issuer) does not exceed four (4) per cent. of the Group's Total Assets.

**"Permitted Loans or Guarantees"** means any loans, credits, guarantee or indemnity made, granted or given:

- (a) in the ordinary course of business of the relevant Group Company (for the avoidance of doubt, any vendor financing arrangements (such as vendor notes, earn-outs or similar arrangements) entered into by a Group Company in connection with a sale, transfer or other disposal of a real estate (or shares in a Group Company holding such real estate) shall be deemed to be in the ordinary course of business);
- (b) until the date falling one (1) Business Day following the disbursement of the net proceeds from the Proceeds Account, any guarantee granted in favour of the Existing Notes;
- (c) by any Group Company to or for the benefit of any Group Company or in respect of the obligations of any Group Company;
- (d) in the form of a loan made by a Group Company to a Housing Entity which is, or was at the time of providing such loan, a member of the Group;

- (e) in the form of a guarantee made by a member of the Group relating to Excluded Debt;
- (f) by any Group Company to or for the benefit of any member of or owner of a Housing Entity which are or have been a Group Company;
- (g) by any Group Company in the form of a guarantee or counter-indemnity to any financial institution or insurer which, on behalf of the Group Company, provides guarantees or security for the benefit of any member of or owner of a Housing Entity which are or have been a Group Company;
- (h) in the form of deposits on bank accounts and investments in cash and cash equivalents;
- (i) by MidCo for any Financial Indebtedness permitted under these Terms and Conditions, provided that the aggregate amount of the Financial Indebtedness guaranteed does not, when aggregated with any Financial Indebtedness outstanding in accordance with paragraph (b) of the definition of Permitted Financial Indebtedness, exceed EUR 400,000,000 at any time; or
- (j) for a sum which in aggregate at any time amounts to less than SEK 150,000,000 or its equivalent.

**"Permitted Security"** means:

- (a) any Security provided under, pursuant to or as otherwise permitted in the Finance Documents;
- (b) any Security in respect of Project Debt;
- (c) until the date falling one (1) Business Day following the disbursement of the net proceeds from the Proceeds Account, any Security provided in favour of the Existing Notes;
- (d) any Security in respect of Excluded Debt;
- (e) any Security or Quasi-Security over mortgages issued in the B2M Properties or the bank accounts of the Group Company which is the owner of a B2M Property or the Group Company which manages the relevant B2M Property;
- (f) any lien arising by operation of law in the ordinary course of business;
- (g) any Security, netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group Companies;
- (h) any Security arising over any bank accounts held with or documents of title deposited with any bank or financial institution under the general business conditions of such bank or financial institution;
- (i) any Security on an asset, or an asset of any person, acquired by a Group Company after the First Issue Date, provided that such Security is released within nine (9) months from the date of acquisition and to the extent that the principal amount secured by that Security has not been incurred or increased in contemplation of, or since, the acquisition;

- (j) any Security securing indebtedness the amount of which (when aggregated with the amount of any other indebtedness which has the benefit of a Security other than any Security referred to above) does not exceed two (2) per cent. of the Total Assets of the Group or its equivalent at any time; or
- (k) created for the benefit of the providers of financing for the refinancing of the Notes in full.

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

**"Proceeds Account"** means a bank account of the Issuer, into which all or part of the net proceeds received in cash from the issue of the Initial Notes in accordance with paragraph (a) of Clause 4.1.4, will be transferred and which has been pledged in favour of the Agent and the Noteholders (represented by the Agent) under the Proceeds Account Pledge Agreement.

**"Proceeds Account Pledge Agreement"** means the pledge agreement entered into between the Issuer and the Agent on or prior to the First Issue Date in respect of a first priority pledge over the Proceeds Account and all funds held on the Proceeds Account from time to time, granted in favour of the Agent and the Noteholders (represented by the Agent).

**"Project Company"** means a Group Company which is a company whose principal assets and business are constituted by the ownership, acquisition, development and/or operation of an asset or project (for the avoidance of doubt, including, but not limited to, Bonava Wohnbau GmbH).

**"Project Debt"** means any Financial Indebtedness incurred by a Project Company in relation to any asset or project solely for the purposes of financing the whole or any part of the acquisition, creation, construction or development of such asset or project, to the extent that the financial institutions to which such Financial Indebtedness is owed have recourse solely to the assets of that Project Company, to the shares of that Project Company or any guarantee permitted pursuant to paragraph (i) of the definition "Permitted Loans or Guarantees".

**"Quotation Day"** means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

**"Record Date"** means the fifth (5<sup>th</sup>) Business Day prior to (a) an Interest Payment Date, (b) a Redemption Date, (c) a date on which a payment to the Noteholders is to be made under Clause 16 (*Distribution of proceeds*), (d) the date of a Noteholders' Meeting, or (e) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

**"Redemption Date"** means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and repurchase of the Notes*).

**"Refinancing Amount"** means an amount equal to the outstanding nominal amount of the Existing Notes on the First Issue Date plus any applicable call premium and accrued but unpaid interest and interest that will accrue for a redemption on 11 March 2025 (not taking into account any Existing Notes being subject to the Tender Offer or which is held by the Issuer, provided that such Existing Notes will be cancelled on or prior to 4 March 2025).

**"Reference Banks"** means Danske Bank A/S, Danmark, Sverige Filial, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) (or such other banks as reasonably selected by the Issuing Agent).

**"Regulated Market"** means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments).

**"Relevant Nominating Body"** means in relation to the applicable Base Rate:

- (a) the administrator of the Base Rate, or any entity under the common control as the administrator of the Base Rate;
- (b) the central bank for the currency to which the Base Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Base Rate; or
- (c) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency which the Base Rate relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the Base Rate, (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Council (Sw. *Finansiella stabilitetsrådet*).

**"Relevant Period"** means each period of twelve (12) months ending on a Test Date.

**"Secured Obligations"** shall have the meaning given to such term in the Intercreditor Agreement.

**"Secured Parties"** shall have the meaning given to such term in the Intercreditor Agreement.

**"Securities Account"** means the account for dematerialised securities (Sw. *avstämningsregister*) maintained by the CSD pursuant to the Financial Instruments Accounts Act in which (i) an owner of such security is directly registered or (ii) an owner's holding of securities is registered in the name of a nominee.

**"Security"** means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any Person, or any other agreement or arrangement having a similar effect.

**"Security Agent"** means the security agent, appointed by the Secured Parties pursuant to the Intercreditor Agreement, holding the Transaction Security on behalf of the Secured Parties, being Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879.

**"Security Documents"** means the security documents pursuant to which the Transaction Security is created and any other document designated as a Security Document by the Issuer and the Security Agent.

**"Senior Facilities Agreement"** means the EUR 397,582,695 term and revolving credit facilities agreement originally dated 1 February 2024 (as amended and restated by an amendment and restatement agreement dated 11 March 2024 and amended by an amendment and waiver agreement dated 20 December 2024 and as amended or amended and restated from time to time) between, amongst others, the Issuer and certain senior lenders.

**"Senior Finance Documents"** has the meaning to that term in the Intercreditor Agreement.

**"STIBOR"** means:



- (a) the applicable percentage rate per annum displayed on Nasdaq Stockholm's website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period equal to the relevant Interest Period;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuing Agent by interpolation between the two (2) closest rates displayed on Nasdaq Stockholm's website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor;
- (c) if no rate as described in paragraph (b) above is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no quotation is available pursuant to paragraph (c) above (other than due to a Base Rate Event), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period.

**"Subsequent Notes"** means any Notes issued after the First Issue Date on one (1) or more occasions.

**"Subsidiary"** means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (Sw. *dotterföretag*) to such person, directly or indirectly, as defined in the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*).

**"Successor Base Rate"** means the benchmark rate that an Independent Adviser determines is a successor to or the replacement of the applicable Base Rate and which is formally designated, nominated or recommended by a Relevant Nominating Body.

**"Swedish Kronor"** and **"SEK"** means the lawful currency of Sweden.

**"Tender Offer"** means an offer by the Issuer launched prior to the First Issue Date to repurchase any Existing Notes.

**"Tender Amount"** means an amount equal to the outstanding nominal amount of the Existing Notes being repurchased in the Tender Offer plus any applicable tender premium and accrued but unpaid interest and interest that will accrue until a settlement of the Tender Offer, provided that such Existing Notes will be cancelled on or before 4 March 2025.

**"Test Date"** has the meaning given to that term in paragraph (a) of Clause 14.2.

**"Total Assets"** means total assets as shown in the Balance Sheet.

**"Total Nominal Amount"** means the total aggregate Nominal Amount of the Notes outstanding at the relevant time.

**"Transaction Costs"** means all fees, costs and expenses incurred by a Group Company in connection with (a) the issuance of Notes, and (b) the listing of Notes.

**"Transaction Security"** means the Security provided for the Secured Obligations, initially being:

- (a) the share pledge agreement dated 14 March 2024 and entered into between the Issuer and the Security Agent regarding the shares in Bonava Group Holding AB (Reg. No. 556495-9079) (as amended or amended and restated from time to time);
- (b) the Swedish law shareholder loan pledge agreement dated 14 March 2024 and entered into between the Issuer and the Security Agent regarding certain shareholder loans with attached security (as amended or amended and restated from time to time);
- (c) the Swedish law material loan pledge agreement dated 14 March 2024 and entered into between Bonava Group Holding AB and the Security Agent regarding certain intragroup loans (as amended or amended and restated from time to time);
- (d) the Estonian law claims pledge agreement dated 14 March 2024 and entered into between Bonava Group Holding AB and the Security Agent regarding certain claims under or in connection with certain intra-group loan agreements with Bonava Eesti OÜ as debtor (as amended or amended and restated from time to time);
- (e) the Latvian law commercial pledge of receivables agreement dated 14 March 2024 and entered into between Bonava Group Holding AB and the Security Agent regarding certain claims under or in connection with certain intra-group loan agreements with Bonava Latvija SIA as debtor (as amended or amended and restated from time to time);
- (f) the Lithuanian law maximum contractual pledge agreement dated 13 March 2024 and entered into between Bonava Group Holding AB and the Security Agent regarding certain claims under or in connection with certain intra-group loan agreements with the Issuer, Bonava Latvija SIA, Bonava Eesti OÜ and Bonava Group Holding AB as debtors (as amended or amended and restated from time to time); and
- (g) the Norwegian law security agreement dated 14 March 2024 and entered into between the Issuer and the Security Agent regarding certain claims under or in connection with certain the monetary claims under a certain vendor loan agreement and a sub-charge of certain share charges (as amended or amended and restated from time to time).

**"Written Procedure"** means the written or electronic procedure for decision making among the Noteholders in accordance with Clauses 17.1 (*Request for a decision*), 17.3 (*Instigation of Written Procedure*) and 17.4 (*Majority, quorum and other provisions*).

## 1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a **"regulation"** includes any law, regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (d) a provision of regulation is a reference to that provision as amended or re-enacted; and

(e) a time of day is a reference to Stockholm time.

1.2.2 An Event of Default is continuing if it has not been remedied or waived.

1.2.3 When ascertaining whether a limit or threshold specified in Swedish Kronor 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 Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.

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

1.2.5 No delay or omission of the Agent, the Security Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

1.2.6 The selling restrictions, the privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Noteholders, the Agent and the Security Agent.

## 2. STATUS OF THE NOTES

2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.

2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.

2.3 The initial nominal amount of each Note is SEK 1,250,000 (the "**Initial Nominal Amount**"). The maximum Total Nominal Amount of the Initial Notes as at the First Issue Date is SEK 960,000,000. All Initial Notes are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.

2.4 The minimum permissible investment in an issue of Notes is SEK 1,250,000.

2.5 The ISIN of the Notes is SE0023950910.

2.6 Provided that (i) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant issue of Subsequent Notes and (ii) that the Incurrence Test (calculated *pro forma* including such issue) is met, the Issuer may, on one (1) or several occasions, issue Subsequent Notes. Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. The issue price of the Subsequent Notes may be set at the Nominal Amount or at a discount or at a premium compared to the Nominal Amount. The maximum Total Nominal Amount of the Notes (the Initial Notes and all Subsequent Notes) may not exceed SEK 2,000,000,000 unless a consent from the Noteholders is obtained in accordance with paragraph (a) of Clause 17.4.2. Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 8.1, and otherwise have the same rights as the Initial Notes.

- 2.7 The Notes constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) *pari passu* and without any preference among them, (ii) *pari passu* with the Financial Indebtedness under the Senior Facilities Agreement and the Hedging Agreements in accordance with the Intercreditor Agreement and (iii) at least *pari passu* with all other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory regulation and except as otherwise provided in the Finance Documents.
- 2.8 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local regulation to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.9 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

### **3. USE OF PROCEEDS**

The Issuer shall use the proceeds from the issue of the Notes, less the Transaction Costs, in accordance with the Green Financing Framework (including a refinancing or repurchase of the Existing Notes and the Financial Indebtedness under the Senior Facilities Agreement).

### **4. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT**

#### **4.1 Conditions precedent for an Issue Date**

- 4.1.1 The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), the following:
- (a) the Terms and Conditions, the Agency Agreement and the Proceeds Account Pledge Agreement duly executed by relevant parties;
  - (b) evidence that the Proceeds Account Pledge Agreement has been perfected in accordance with the terms of the Proceeds Account Pledge Agreement;
  - (c) a copy of a resolution from the board of directors of the Issuer approving the issue of the Initial Notes, the terms of the Finance Documents, and resolving to enter into such documents and any other documents necessary in connection therewith;
  - (d) copies of the articles of association and certificate of incorporation of the Issuer;
  - (e) evidence that the person(s) who has/have signed the Finance Documents and any other documents in connection therewith on behalf of relevant parties are duly authorised to do so;
  - (f) evidence by way of a funds flow that an amount equivalent to the Refinancing Amount will be deposited on the Proceeds Account on the First Issue Date;
  - (g) a form of Compliance Certificate, agreed between the Issuer and the Agent; and

- (h) such other documents and evidence as is agreed between the Agent and the Issuer.
- 4.1.2 The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the Issue Date (or such later time as agreed to by the Agent) in respect of Subsequent Notes, the following:
- (a) a copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Notes and resolving to enter into documents necessary in connection therewith;
  - (b) copies of the articles of association and certificate of incorporation of the Issuer;
  - (c) a Compliance Certificate from the Issuer confirming that (i) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the issue of the Subsequent Notes and (ii) that the Incurrence Test (calculated *pro forma* including such issue) is met; and
  - (d) such other documents and evidence as is agreed between the Agent and the Issuer.
- 4.1.3 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 4.1.1 or 4.1.2, as the case may be have been fulfilled or amended or waived in accordance with Clause 18 (Amendments and waivers). The relevant Issue Date shall not occur (i) unless the Agent makes such confirmation to the Issuing Agent no later than 16.00 p.m. two (2) Business Days prior to the relevant Issue Date (or later, if the Issuing Agent so agrees), or (ii) if the Issuing Agent and the Issuer agree to postpone the relevant Issue Date.
- 4.1.4 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 4.1.3, the Issuing Agent shall settle the issuance of the Notes and pay:
- (a) to the Proceeds Account on the First Issue Date, the net proceeds from the issue of the Initial Notes received in cash less any Tender Amount; or
  - (b) to the Issuer on the relevant Subsequent Issue Date.

## **4.2 Conditions precedent for Disbursement**

- 4.2.1 The Agent's approval of disbursement of the net proceeds received in cash from the issue of the Initial Notes, and the release of the Security over the Proceeds Account, is subject to the Issuer providing the Agent with the following document and evidence:
- (a) a copy of a resolution from the board of directors of MidCo and each other member of the Group being party to a Finance Document (other than the Agent) approving the terms of the Finance Documents to which it is a party, and resolving to enter into such documents and any other documents necessary in connection therewith;
  - (b) copies of the articles of association and certificate of incorporation of MidCo and each other member of the Group being party to a Finance Document (other than the Agent);
  - (c) evidence that the person(s) who has/have signed the Finance Documents and any other documents in connection therewith on behalf of the relevant members of the Group are duly authorised to do so;
  - (d) evidence by way of (i) an irrevocable and unconditional call notice, (ii) instructions to Euroclear Sweden and (iii) a funds flow, that the Existing Notes will be repaid in full no

later than one (1) Business Day following the disbursement of the net proceeds from the Proceeds Account;

- (e) evidence by way of a release letter, release undertaking or other confirmation that the security and guarantees existing in favour of the Existing Notes will be released and discharged (in relation to the Existing Notes) upon repayment of the Existing Notes; and
- (f) the agreed form documents referred to under the heading "Conditions Subsequent".

4.2.2 When the conditions precedent for disbursement set out in Clause 4.1.2 have been fulfilled (or amended or waived in accordance with Clause 18 (*Amendments and Waivers*)), the Agent shall instruct the bank (with which the Issuer holds the Proceeds Account) to transfer the funds standing to the credit of the Proceeds Account for the purpose set out in Clause 3 (*Use of Proceeds*), and the Agent shall thereafter or in connection therewith release the pledge over the Proceeds Account.

4.2.3 If the conditions precedent for disbursement set out in Clause 4.1.2 have not been fulfilled or waived by the Agent within 60 Business Days from the First Issue Date, the Issuer shall repurchase all Note at a price equal to 100 per cent. of the Nominal Amount together with any accrued Interest. Any funds distributed by the Agent to the Noteholders in accordance with the Proceeds Account Pledge Agreement shall be deemed to be paid by the Issuer for the redemption under this Clause 4.2. Any shortfall shall be covered by the Issuer. The repurchase date shall fall no later than 30 Business Days after the ending of the 60 Business Days period referred to above.

#### **4.3 Conditions Subsequent**

4.3.1 The Issuer shall no later than one (1) Business Day following disbursement from the Proceeds Account provide the Agent with the following:

- (a) evidence that the Agent, on behalf of itself and the Noteholders, has entered into or acceded to the Intercreditor Agreement by way of either (i) a completed a senior liabilities refinancing of the Existing Notes with the Notes pursuant to clause 3.11 (*Senior Liabilities Refinancing*) of the Intercreditor Agreement and a Creditor Accession Undertaking (as defined in the Intercreditor Agreement) duly executed by the relevant parties or (ii) a copy of the Intercreditor Agreement, duly executed by the parties thereto;
- (b) evidence, by way of a security and guarantee confirmation as well as any other agreement or document necessary pursuant to local law, in each case duly executed by the relevant parties, that the Guarantees and the Transaction Security has been extended to guarantee and secure (as applicable) the obligations under the Notes, provided that any registration, notarisation or similar action can be completed as soon as practically possible;
- (c) legal opinion(s) on the capacity and due execution, in respect of any non-Swedish entity being party to a Finance Document issued by a reputable law firm; and
- (d) legal opinion(s) on the validity and enforceability of any Finance Document not governed by Swedish law issued by a reputable law firm.

## **5. NOTES IN BOOK-ENTRY FORM**

- 5.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Noteholders and their holdings of Notes.
- 5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken* (1949:381)), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 5.3 The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 5.4 The Issuer shall issue any necessary power of attorney to such Persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.
- 5.5 The Issuer and the Agent may use the information referred to in Clause 5.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

## **6. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER**

- 6.1 If any Person other than a Noteholder (including the owner of a Note, if such person is not the Noteholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Noteholder or a successive, coherent chain of powers of attorney or authorisations starting with the Noteholder and authorising such person.
- 6.2 A Noteholder may issue one (1) or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 6.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 6.2 and may assume that such document 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 or the Agent has actual knowledge to the contrary.
- 6.4 These Terms and Conditions shall not affect the relationship between a Noteholder who is the nominee (Sw. *förvaltare*) with respect to a Note and the owner of such Note, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

## **7. PAYMENTS IN RESPECT OF THE NOTES**

- 7.1 Any payment or repayment under the Finance Documents shall be made to such Person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 7.2 If a Noteholder has registered for the relevant Securities, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. If such account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Noteholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Noteholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 7.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue without any default interest in accordance with Clause 8.4 during such postponement.
- 7.4 If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount (unless the Issuer has actual knowledge of the fact that the payment was made to the wrong person).
- 7.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

## **8. INTEREST**

- 8.1 Each Initial Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Note will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 8.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 8.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 8.4 If the Issuer fails to pay any amount payable by it under the Terms and Conditions on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2) per cent. higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.



## 9. REPLACEMENT OF BASE RATE

### 9.1 General

Any determination to be made by or any changes to these Terms and Conditions to be specified by the Independent Adviser in accordance with the provisions of this Clause 9 shall at all times be made by such Independent Adviser or the Issuer (as applicable) acting in good faith.

### 9.2 Determination of Base Rate

#### 9.2.1 If a Base Rate Event has occurred:

- (a) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine, no later than five (5) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period (the "**Base Rate Determination Date**"), a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate for purposes of determining the applicable Base Rate for the next succeeding Interest Period; and
- (b) subject to any subsequent adjustments pursuant to this Clause 9, if a Successor Base Rate or an Alternative Base Rate is determined in accordance with paragraph (a) above, such Successor Base Rate or Alternative Base Rate shall be the Base Rate for each of the future Interest Periods, *provided that* if an Alternative Base Rate is determined in accordance with paragraph (a) above and a Successor Base Rate is subsequently determined, the Successor Base Rate shall apply from and including the next succeeding Interest Period.

9.2.2 If Clause 9.2.1 above applies and no Independent Adviser is able to determine a Successor Base Rate or an Alternative Base Rate prior to the relevant Base Rate Determination Date, the Base Rate applicable to the next succeeding Interest Period shall be equal to the Base Rate last determined for the preceding Interest Period.

9.2.3 If an Independent Adviser (in consultation with the Issuer) determines that an Adjustment Spread is required to be applied to the applicable Successor Base Rate or the Alternative Base Rate, such Adjustment Spread shall be applied.

### 9.3 Variation upon replacement of Base Rate

9.3.1 If the Independent Adviser determines a Successor Base Rate, an Alternative Base Rate or an Adjustment Spread in accordance with Clause 9.2 (*Determination of Base Rate*), the Independent Adviser may also determine that amendments to the Finance Documents are required to ensure the proper operation of such Successor Base Rate, Alternative Base Rate or Adjustment Spread.

9.3.2 The Issuer and the Agent shall, at the request and expense of the Issuer, but subject to receipt by the Agent of the certificate referred to in Clause 9.3.4, without the requirement for any consent or approval of the Noteholders, effect such amendments to these Terms and Conditions as may be required by the Issuer in order to give effect to this Clause 9, such amendments referred to as "**Base Rate Amendments**".

9.3.3 The Agent shall not be obliged to agree to any Base Rate Amendments if in the opinion of the Agent, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent in the Finance Documents.

9.3.4 The Issuer shall promptly following the determination of any Successor Base Rate or Alternative Base Rate and any Base Rate Amendments give notice thereof to the Agent and the Noteholders in accordance with Clause 24 (*Communications and press releases*). No later than giving the Agent such notice, the Issuer shall deliver to the Agent a certificate signed by authorised signatories of the Issuer:

(a) confirming:

- (i) that a Base Rate Event has occurred;
- (ii) the relevant Successor Base Rate or Alternative Base Rate;
- (iii) the Adjustment Spread (if any); and
- (iv) any Base Rate Amendments,

in each case as determined in accordance with the provisions of this Clause 9 (*Replacement of Base Rate*); and

(b) certifying that the Base Rate Amendments are necessary to ensure the proper operation of such Successor Base Rate or Alternative Base Rate.

9.3.5 The Agent shall be entitled to rely on such certificate referred to in Clause 9.3.4 without further enquiry and without liability to any Person. The Successor Base Rate or Alternative Base Rate and any Base Rate Amendments specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Base Rate or Alternative Base Rate and any Base Rate Amendments and without prejudice to the Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Agent, the Issuing Agent and the Noteholders.

## **10. REDEMPTION AND REPURCHASE OF THE NOTES**

### **10.1 Redemption at maturity**

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

### **10.2 Purchase of Notes by the Issuer**

10.2.1 The Issuer may, subject to applicable regulations, at any time and at any price purchase Notes on the market or in any other way.

10.2.2 Notes held by the Issuer may at the Issuer's discretion be retained or sold but not cancelled (except in connection with a redemption of the Notes in full) by the Issuer.

### **10.3 Voluntary total redemption (call option)**

10.3.1 The Issuer may redeem all, but not some only, of the outstanding Notes in full:

- (a) any time from and including the First Issue Date to, but excluding, the First Call Date at an amount per Note equal to 102.375 per cent. of the Nominal Amount plus the

remaining interest payments, calculated in accordance with Clause 10.3.4, up to, but excluding, the First Call Date;

- (b) any time from and including the First Call Date to, but excluding, the first Business Day falling 24 months after the First Issue Date at an amount per Note equal to 102.375 per cent. of the Nominal Amount;
- (c) any time from and including the first Business Day falling 24 months after the First Issue Date to, but excluding, the first Business Day falling 30 months after the First Issue Date at an amount per Note equal to 101.781 per cent. of the Nominal Amount;
- (d) any time from and including the first Business Day falling 30 months after the First Issue Date to, but excluding, the first Business Day falling 36 months after the First Issue Date at an amount per Note equal to 101.188 per cent. of the Nominal Amount;
- (e) any time from and including the first Business Day falling 36 months after the First Issue Date to, but excluding, the Final Maturity Date at an amount per Note equal to 100.594 per cent. of the Nominal Amount; and
- (f) notwithstanding paragraph (e) above, provided that the redemption is financed in part or in full by way of an issue of Market Loans from and including the first Business Day falling three (3) months prior to the Final Maturity Date to, but excluding, the Final Maturity Date, at an amount equal to 100 per cent. of the Nominal Amount,

in each case together with accrued but unpaid Interest.

10.3.2 If Noteholders representing more than 80 per cent. of the Adjusted Nominal Amount have requested that Notes held by them are repurchased pursuant to Clause 10.6, the Issuer may redeem all, but not some only, or the remaining outstanding Notes in full at an amount per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest.

10.3.3 Redemption in accordance with Clauses 10.3.1 and 10.3.2 shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one (1) or more conditions precedent that shall be satisfied prior to the Record Date. Upon fulfilment of the conditions precedent (if any), the Issuer shall redeem the Notes in full at the applicable amount on the specified Redemption Date.

10.3.4 For the purpose of calculating the remaining interest payments pursuant to paragraph (a) of Clause 10.3.1 it shall be assumed that the Interest Rate for the period from the relevant record date to the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Noteholders. The relevant record date shall be agreed upon between the Issuer, the CSD and the Agent in connection with such repayment.

#### **10.4 Voluntary partial redemption (call option)**

10.4.1 The Issuer may, at one occasion per calendar year (without carry-back or carry forward) following the First Call Date, in a maximum aggregate amount not exceeding 10 per cent. of the total Initial Nominal Amount make partial redemptions of Notes in which case all outstanding Notes shall be partially redeemed by way of reducing the outstanding Nominal Amount of each Note pro rata in accordance with the procedures of the CSD.

10.4.2 The redemption per Note shall equal the redeemed percentage of the Nominal Amount (rounded down to the nearest SEK 1.00) plus a premium on the redeemed amount equal to the Call Option Amount plus accrued but unpaid Interest.

10.4.3 Redemption in accordance with Clause 10.4.2 shall be made by the Issuer on a Business Day following the First Call Date and subject to the Issuer giving not less than ten (10) Business Days' notice to the Noteholders and the Agent. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice period and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem each Note in part at the applicable amount on the relevant Redemption Date. The applicable amount shall be an even amount in Swedish Kronor and rounded down to the nearest SEK 1.

#### **10.5 Early redemption due to illegality (call option)**

10.5.1 The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

10.5.2 The Issuer shall give notice of redemption pursuant to Clause 10.5.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The Issuer shall redeem the Notes in full at the applicable amount on the specified Redemption Date.

#### **10.6 Mandatory repurchase due to a Change of Control Event or a Listing Failure Event (put option)**

10.6.1 Upon the occurrence of a Change of Control Event or a Listing Failure Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event or Listing Failure Event, as the case may be, pursuant to Clause 12.1.2 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event or the Listing Failure Event, as the case may be.

10.6.2 The notice from the Issuer pursuant to Clause 12.1.2 shall specify the period during which the right pursuant to Clause 10.6.1 may be exercised, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 12.1.2. The Redemption Date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 10.6.1.

10.6.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Notes. To the extent that the provisions of such regulations conflict with the provisions in this Clause 10.5, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 10.5 by virtue of the conflict.

- 10.6.4 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 10.5, if a third party in connection with the occurrence of a Change of Control Event or a Listing Failure Event offers to purchase the Notes in the manner and on the terms set out in this Clause 10.5 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If Notes tendered are not purchased within the time limits stipulated in this Clause 10.5, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.
- 10.6.5 No repurchase of Notes pursuant to this Clause 10.5 shall be required if the Issuer has given notice of a redemption pursuant to Clause 10.3 (*Voluntary total redemption (call option)*) provided that such redemption is duly exercised.

## **11. TRANSACTION SECURITY AND GUARANTEES**

- 11.1.1 This Clause 11 is subject to the terms of the Intercreditor Agreement.
- 11.1.2 As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer, the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement grants the Transaction Security and the Guarantees (as applicable) to the Secured Parties as represented by the Security Agent on the terms set out in the Security Documents and the Guarantee and Adherence Agreement (as applicable).
- 11.1.3 The Security Agent shall hold the Transaction Security and the Guarantees on behalf of the Secured Parties in accordance with the Security Documents, the Guarantee and Adherence Agreement, and the Intercreditor Agreement (as applicable). The Issuer shall, and shall procure that the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement (as applicable) will, enter into the Security Documents and/or the Guarantee and Adherence Agreement (as applicable) and perfect the Transaction Security in accordance with the Security Documents.
- 11.1.4 Unless and until the Security Agent has received instructions to the contrary in accordance with the Intercreditor Agreement, the Security Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security and/or Guarantees, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Noteholders', the lenders' under the Senior Facilities Agreement, the creditors' under any New Debt, or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents and provided that such agreements or actions are not detrimental to the interest of the Noteholders.
- 11.1.5 The Agent shall be entitled to give instructions relating to the Transaction Security and the Guarantees to the Security Agent in accordance with the Intercreditor Agreement.
- 11.1.6 For the purpose of exercising the rights of the Secured Parties, the Agent or the Security Agent may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Notes are made to another bank account. The Issuer shall immediately upon request by the Agent or the Security Agent provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent and the Security Agent (as applicable) and the CSD), that the Agent or the Security

Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 11.1.6.

- 11.1.7 The Security Agent shall be entitled to release all Transaction Security when it is satisfied of the full discharge of all Secured Obligations. Written confirmations or excerpts from the CSD system issued by the CSD to the Issuer and/or the Agent showing that the Notes have been repaid in full shall be deemed sufficient evidence (in each case provided that the Security Agent does not have actual knowledge to the contrary).

## 12. INFORMATION TO NOTEHOLDERS

### 12.1 Information from the Issuer

- 12.1.1 The Issuer shall make the following information available to the Noteholders by way of press release and by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated financial statements for that financial year prepared in accordance with the Accounting Principles;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, its consolidated financial statements or the year-end report (Sw. *bokslutskommuniké*) (as applicable) for such period prepared in accordance with the Accounting Principles;
- (c) as soon as practicable following an acquisition or disposal of Notes by the Issuer, the aggregate Nominal Amount held by the Issuer, or the amount of Notes cancelled by the Issuer; and
- (d) any other information required by the Swedish Securities Markets Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading.

- 12.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event or a Listing Failure Event. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event.

- 12.1.3 The Issuer shall on the earlier of when the financial statements pursuant to paragraph (a) of Clause 12.1.1 are made available, or (ii) should have been made available, and in connection with the incurrence of any New Debt after the First Issue Date, submit to the Agent a compliance certificate (a "**Compliance Certificate**") containing (i) a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it) or, (ii) if the Compliance Certificate is supplied in connection with the issue of Subsequent Notes in accordance with Clause 2.6, a confirmation that no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant issue of Subsequent Notes, and in each case attaching copies of any notices sent to the Regulated Market on which the Notes are admitted to trading. A Compliance Certificate provided in connection with the incurrence of any New Debt after the First Issue Date, shall in addition include figures in respect of the Incurrence Test and the basis on which it has been calculated.

- 12.1.4 The Agent may assume that any information provided by the Issuer in the Compliance Certificate delivered pursuant to Clause 12.1.4 above is correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such information.
- 12.1.5 The Issuer is only obliged to inform the Agent according to this Clause 12.1.5 if informing the Agent would not conflict with any applicable laws or, when the Notes are listed, the Issuer's registration contract with the Regulated Market. If such a conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall however be obliged to either seek approval from the Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 12.1.5.

## **12.2 Information from the Agent**

- 12.2.1 Subject to the restrictions of any applicable law or regulation, the Agent is entitled to disclose to the Noteholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information (save for that any delay in disclosing an Event of Default shall be dealt with in accordance with Clause 15.4 and 15.5).
- 12.2.2 If a committee representing the Noteholders' interests under the Finance Documents has been appointed by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Noteholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

## **12.3 Information among the Noteholders**

Subject to applicable regulations, the Agent shall promptly upon a request by a Noteholder forward by post any information from such Noteholder to the Noteholders which relates to the Notes (unless, in the opinion the Agent, such request is vexatious or frivolous). The Agent may require that the requesting Noteholder or the Issuer reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

## **12.4 Availability of Finance Documents**

- 12.4.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent, and the latest version of the Green Financing Framework shall be available on the website of the Issuer.
- 12.4.2 The latest version of the Finance Documents shall be available to the Noteholders at the office of the Agent during the Agent's normal business hours. The Agent may require that the requesting person or the Issuer reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

### **13. GENERAL UNDERTAKINGS**

#### **13.1 General**

The Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) comply with the undertakings set out in these Terms and Conditions for as long as any Notes remain outstanding.

#### **13.2 Nature of business**

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group taken as a whole as of the First Issue Date.

#### **13.3 Financial Indebtedness**

The Issuer shall procure that neither it nor any of its Subsidiary may incur any Financial Indebtedness other than Permitted Financial Indebtedness.

#### **13.4 Negative pledge**

The Issuer shall not, and the Issuer must ensure that no Group Company will, create or allow to exist any Security over any of its assets, other than any Permitted Security.

#### **13.5 Disposal of assets**

13.5.1 The Issuer may not and the Issuer must ensure that no Group Company will, either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, sell, transfer, grant or lease or otherwise, dispose of all or any part of its assets other than any Permitted Disposal.

13.5.2 Notwithstanding the aforementioned, no asset that is subject to Transaction Security may be disposed of without the consent of the Security Agent, except to other Group Companies and provided that such disposal is made subject to the relevant Transaction Security and the Intercreditor Agreement and provided that the Agent receives such evidence and documentation as may be required by the Agent to ensure that the Transaction Security continues in full force and effect.

#### **13.6 Mergers and demergers**

The Issuer shall not merge with any other person, or be subject to a demerger, with the effect that the Issuer is not a surviving entity.

#### **13.7 Admission to trading**

13.7.1 The Issuer shall (i) use its best efforts to ensure that the Initial Notes are admitted to trading on a Regulated Market within thirty (30) days after the First Issue Date and (ii) ensure that the Initial Notes are admitted to trading on a Regulated Market within twelve (12) months after the First Issue Date.

13.7.2 The Issuer shall use its best efforts to ensure that any Subsequent Notes are admitted to trading on a Regulated Market within sixty (60) days after the relevant Issue Date.

13.7.3 Following an admission to trading the Issuer shall use its best efforts to maintain it for as long as any Notes are outstanding, or if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market. The Notes are however not required



to be admitted to trading on a Regulated Market from and including the last day on which the admission reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

### **13.8 Undertakings relating to the Agency Agreement**

13.8.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent (acting reasonably); and
- (d) not act in a way which gives the Agent a legal or contractual right to terminate the Agency Agreement.

13.8.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be materially detrimental to the interests of the Noteholders.

### **13.9 CSD related undertakings**

The Issuer shall keep the Notes affiliated with a CSD and comply with all applicable CSD Regulations.

### **13.10 Conditions subsequent**

The Issuer shall comply with Clause 4.3 (*Conditions Subsequent*).

### **13.11 Nomination of Material Group Companies**

The Issuer shall ensure that each wholly-owned Group Company (other than the Excluded Group Companies) which has assets or earnings before interest and tax representing five (5) per cent. or more of the total assets or earnings before interest and tax of the Group (calculated on a consolidated basis and excluding the Excluded Group Companies and the assets and earnings before interest and tax of the Excluded Group Companies) are nominated as "Material Group Companies", by listing the relevant Group Companies in the Compliance Certificate delivered in connection with the annual audited consolidated financial statements (for the first time, in respect of the Compliance Certificate delivered together with the annual audited consolidated financial statement for the financial year 2024).

### **13.12 Additional Guarantor**

The Issuer shall procure that each Material Group Company (subject to applicable corporate law limitations) accedes to the Guarantee and Adherence Agreement and the Intercreditor Agreement no later than ninety (90) days after the Compliance Certificate referred to in Clause 13.11 (*Nomination of Material Group Companies*) has been submitted to the Agent and in connection therewith provide to the Agent (unless previously provided) such evidence and documentation as may be required under the Guarantee and Adherence Agreement.

### 13.13 Additional Security over Material Intercompany Loans

MidCo shall upon the granting of a Material Intercompany Loan, provide Security (subject to applicable corporate law limitations) over that Material Intercompany Loan as security for all Secured Obligations and in connection therewith provide to the Agent such evidence and documentation as may be required by the Agent to ensure that the Transaction Security is legal, valid and enforceable, provided that no Transaction Security shall be granted in respect of any Material Intercompany Loan owed by Excluded Group Companies.

## 14. FINANCIAL UNDERTAKINGS

### 14.1 Incurrence Test

The Incurrence Test is met if the:

- (a) Equity Ratio is equal to or greater than twenty-five (25) per cent.; and
- (b) Interest Cover Ratio is equal to or greater than 2.00:1.

### 14.2 Testing of the Incurrence Test

The Incurrence Test shall be:

- (a) calculated at a testing date (each, a "**Test Date**") determined by the Issuer falling no earlier than the last day of the period covered by the most recent financial report delivered to the Agent in accordance with paragraph (a) of Clause 12.1.1 and paragraph (b) of Clause 12.1.1 prior to the event in respect of which the Incurrence Test shall be made; and
- (b) (unless otherwise set out below or otherwise defined in these Terms and Conditions) calculated in accordance with the Accounting Principles, accounting practices and financial reference periods consistent with those applied in its previous financial reports (however excluding changes due to IFRS16) delivered in accordance with paragraph (a) of Clause 12.1.1 and paragraph (b) of Clause 12.1.1 or made public pursuant to the terms hereof.

### 14.3 Adjustments

#### 14.3.1 For the purpose of calculating EBITDA and Net Financial Expenses:

- (a) where any company or business (an "**Acquired Entity**") is acquired by any Group Company during a Relevant Period (in this paragraph (a) and paragraph (c) below referred to as the "**Relevant Acquisition Period**") and where the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the Acquired Entity for the immediately preceding Relevant Period is equal to or greater than five (5) per cent of EBITDA for the same Relevant Period, EBITDA for the Relevant Acquisition Period shall be adjusted by including the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to that Acquired Entity as if it had been owned by that Group Company during the Relevant Acquisition Period;
- (b) where any company or business (a "**Disposed Entity**") is disposed of by any Group Company during a Relevant Period (in this paragraph (b) and paragraph (c) below referred to as the "**Relevant Disposal Period**") and where the earnings before interest,

tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the Disposed Entity for the immediately preceding Relevant Period is equal to or greater than five (5) per cent of EBITDA for the same Relevant Period, EBITDA for the Relevant Disposal Period shall be adjusted by excluding the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to that Disposed Entity as if it had been disposed of at the start of the Relevant Disposals Period; and

- (c) if EBITDA is adjusted in accordance with paragraphs (a) and/or (b) above, Net Financial Expenses will be adjusted to reflect the assumption or repayment of Financial Indebtedness relating to the acquisition or disposal of any Acquired Entity or Disposed Entity, as the case may be, as though such assumption or repayment had occurred at the start of the Relevant Acquisition Period or the Relevant Disposals Period (as applicable) (in each case to the extent the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the Acquired Entity or Disposed Entity are included or, as the case may be, excluded in accordance with this paragraphs (a) and (b) above).

14.3.2 Further, pro forma adjustments for the purposes of calculating EBITDA, Net Financial Expenses, Total Assets and Equity on a Test Date shall be made as follows:

- (a) EBITDA will be adjusted by including the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to each entity which will be acquired by New Debt as if it had been owned by that Group Company during the Relevant Period;
- (b) Net Financial Expenses will be adjusted to reflect the assumption of New Debt as though such assumption had occurred at the start of the Relevant Period;
- (c) Total Assets will be adjusted to reflect the assumption of those assets to be acquired with New Debt as though such assumption had occurred on that Test Date; and
- (d) Equity will be adjusted to reflect the assumption of new equity to be injected in connection with or pursuant to the assumption of New Debt as though such assumption had occurred on that Test Date.

## **15. ACCELERATION OF THE NOTES**

15.1 Subject to the terms of the Intercreditor Agreement, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 15.6, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) Non-payment

The Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:

- (i) is caused by technical or administrative error; and
- (ii) is remedied within five (5) Business Days from the due date.

(b) Other obligations

The Issuer or any Guarantor:

- (i) does not comply with, or acts in violation of, the terms of Clause 13.10 (*Conditions subsequent*); or
- (ii) does not comply with any terms of or acts in violation of the Finance Documents to which it is a party (other than those terms referred to in paragraph (i) above, paragraph (a) above or the Green Financing Framework), unless the non-compliance:
  - (A) is capable of remedy; and
  - (B) is remedied within fifteen (15) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance.

(c) Invalidity

Any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders.

(d) Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step other than vexatious or frivolous and as disputed in good faith and discharged within forty-five (45) Business Days is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) of the Issuer or a Guarantor;
- (ii) a composition, compromise, assignment or arrangement with creditors of the Issuer or a Guarantor generally;
- (iii) the appointment of a liquidator, administrator or other similar officer in respect of the Issuer, a Guarantor or any of their respective assets; or
- (iv) any step analogous to paragraphs (i) - (iii) above is taken in any jurisdiction in relation to the Issuer.

(e) Insolvency

The Issuer or any Guarantor is, or is deemed for the purposes of any applicable regulation to be, Insolvent.

(f) Creditors' process

Any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Issuer or a Guarantor having a value of not less

than SEK 100,000,000 or its equivalent and which is not discharged within forty-five (45) days.

(g) Cross payment default and cross acceleration

Any Financial Indebtedness of any Group Company is not paid when due as extended by any originally applicable grace period or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (g) if the aggregate amount of Financial Indebtedness referred to herein is less than SEK 100,000,000 or its equivalent.

- 15.2 The Agent may not accelerate the Notes in accordance with Clause 15.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders' Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- 15.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice.
- 15.4 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to payments) up until the time stipulated in Clause 15.5 for as long as, in the reasonable opinion of the Agent such postponement is in the interests of the Noteholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 15.5 The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*).
- 15.6 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 15.7 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 15.8 In the event of an acceleration of the Notes in accordance with this Clause 15, the Issuer shall up to, but excluding, the First Call Date redeem all Notes at an amount per Note equal to the Call Option Amount set out in paragraph (a) of Clause 10.3.1 and thereafter, as applicable considering when the acceleration occurs, redeem all Notes at an amount per Note equal to the

Call Option Amount for the relevant period, as applicable considering when the acceleration occurs.

## **16. DISTRIBUTION OF PROCEEDS**

- 16.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 15 (*Acceleration of the Notes*) and any proceeds received from enforcement of the Transaction Security or the Guarantees (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the Secured Obligations) shall be distributed in accordance with the Intercreditor Agreement.
- 16.2 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Transaction Security or the Guarantees constitute escrow funds (*Sw. redovisningsmedel*) and must be promptly turned over to the Security Agent to be applied in accordance with the Intercreditor Agreement.
- 16.3 If the Issuer or the Agent shall make any payment under this Clause 16, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least ten (10) Business Days before the payment is made. The notice from the Issuer or the Agent, as applicable, shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid, the Record Date specified in Clause 7.1 shall apply.

## **17. DECISIONS BY NOTEHOLDERS**

### **17.1 Request for a decision**

- 17.1.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 17.1.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 17.1.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable regulations.
- 17.1.4 The Agent shall not be responsible for the content of a notice for a Noteholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 17.1.5 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 17.1.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such

Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer or the Issuing Agent shall upon request provide the convening Noteholder(s) with the information available in the Debt Register in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Noteholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.

- 17.1.6 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 17.2 (*Convening of Noteholders' Meeting*) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 17.3 (*Instigation of Written Procedure*). After a request from the Noteholders pursuant to Clause 19.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 17.2. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.
- 17.1.7 Should the Issuer or any Noteholder(s) convene a Noteholders' Meeting or instigate a Written Procedure pursuant to Clause 17.1.5 or 17.1.6, then the Agent shall no later than five (5) Business Days' prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Noteholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

## **17.2 Convening of Noteholders' Meeting**

- 17.2.1 The Agent shall convene a Noteholders' Meeting by way of notice to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 17.2.2 The notice pursuant to Clause 17.2.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) a form of power of attorney, and (v) the agenda for the meeting. The reasons for, and contents of, each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 17.2.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- 17.2.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

### 17.3 Instigation of Written Procedure

- 17.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 17.3.2 A communication pursuant to Clause 17.3.1 shall include (i) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (ii) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (iii) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 17.3.1). The reasons for, and contents of, each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 17.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 17.3.1, when consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 17.4.2 and 17.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 17.4.2 or 17.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

### 17.4 Majority, quorum and other provisions

- 17.4.1 Only a Noteholder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 6 (*Right to act on behalf of a Noteholder*) from a Noteholder:

- (a) on the Business Day specified in the notice pursuant to Clause 17.2.2, in respect of a Noteholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 17.3.2, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Each whole Note entitles to one (1) vote and any fraction of a Note voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

- 17.4.2 The following matters shall require the consent of Noteholders representing at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2:
- (a) the issue of any Subsequent Notes, if the total nominal amount of the Notes exceeds, or if such issue would cause the total nominal amount of the Notes to at any time exceed, SEK 2,000,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Notes are issued);



- (b) a change to the terms of any of Clause 2.1, and Clauses 2.7 to 2.9;
- (c) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 9 (*Redemption and repurchase of the Notes*);
- (d) a change to the Interest Rate or the Nominal Amount;
- (e) a change to the terms for the distribution of proceeds set out in Clause 16 (*Distribution of proceeds*);
- (f) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 17.4 (*Majority, quorum and other provisions*);
- (g) a release of the Transaction Security or the Guarantees, except in accordance with the terms of the Security Documents, the Intercreditor Agreement and/or the Guarantee and Adherence Agreement (as applicable);
- (h) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (i) a mandatory exchange of the Notes for other securities; and
- (j) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 15 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

17.4.3 Any matter not covered by Clause 17.4.2 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 18.1 (a) or (d)) or an acceleration of the Notes.

17.4.4 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 17.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Noteholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 17.2.4 (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

17.4.5 If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

17.4.6 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 17.2.1) or initiate a second Written Procedure (in accordance with Clause 17.3.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 17.4.6, the date of

request of the second Noteholders' Meeting pursuant to Clause 17.2.1 or second Written Procedure pursuant to Clause 17.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 17.4.4 shall not apply to such second Noteholders' Meeting or Written Procedure.

- 17.4.7 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 17.4.8 A Noteholder holding more than one (1) Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 17.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Notes (irrespective of whether such person is a Noteholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 17.4.10 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Noteholders.
- 17.4.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 17.4.12 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies as per the Record Date for voting, irrespective of whether such person is a Noteholder. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company.
- 17.4.13 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

## **18. AMENDMENTS AND WAIVERS**

- 18.1 The Issuer and the Agent and/or the Security Agent (as applicable) (in each case acting on behalf of the Noteholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Notes, provided that the Agent is satisfied that such amendment or waiver:
  - (a) is not detrimental to the interest of the Noteholders as a group;
  - (b) is made solely for the purpose of rectifying obvious errors and mistakes;

- (c) is made pursuant to Clause 9(*Replacement of Base Rate*);
- (d) is required by any applicable regulation, a court ruling or a decision by a relevant authority; or
- (e) has been duly approved by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Noteholders.

18.2 Any amendments to the Finance Documents shall be made available in the manner stipulated in Clause 12.4 (*Availability of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority. The Issuer shall promptly publish by way of press release any amendment or waiver made pursuant to Clause 18.1 (a) or (d), in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

18.3 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders' Meeting, in the Written Procedure or by the Agent, as the case may be.

## **19. THE AGENT**

### **19.1 Appointment of the Agent**

19.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer, any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantees and in relation to any mandatory exchange of the Notes for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Noteholder). By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

19.1.2 By subscribing for Notes, or by acquiring Notes, each Noteholder appoints the Security Agent to act as its agent and confirms the appointment under the Intercreditor Agreement of the Security Agent to act as its agent in all matters relating to the Transaction Security, the Security Documents, the Guarantees and the Guarantee and Adherence Agreement, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantees and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Intercreditor Agreement. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Security Agent to act on its behalf.

19.1.3 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.

- 19.1.4 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 19.1.5 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 19.1.6 The Agent may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## **19.2 Duties of the Agent**

- 19.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Security Documents on behalf of the Noteholders and, where relevant, enforcing the Transaction Security on behalf of the Noteholders.
- 19.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent is never acting as an advisor to the Noteholders or the Issuer. Any advice or opinion from the Agent does not bind the Noteholders or the Issuer.
- 19.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 19.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 19.2.5 The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Noteholders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.
- 19.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering (A) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (B) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents, and (iii) in connection with any Noteholders' Meeting or Written Procedure, or (iv) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 16 (*Distribution of proceeds*).
- 19.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.

- 19.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor (i) whether any Event of Default has occurred, (ii) the financial condition of the Issuer and the Group, (iii) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents, or (iv) whether any other event specified in any Finance Document has occurred or is expected to occur. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 19.2.9 The Agent shall (i) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in Clause 12.1.3 and as otherwise agreed between the Issuer and the Agent, and (ii) verify that the Issuer according to its reporting in the Compliance Certificate meets the Incurrence Test (if applicable). The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.9.
- 19.2.10 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.10. Other than as set out above, the Agent shall neither be liable to the Issuer or the Noteholders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.
- 19.2.11 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.
- 19.2.12 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 19.2.13 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 19.2.12.

### **19.3 Liability for the Agent**

- 19.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 19.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

- 19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 19.3.4 The Agent shall have no liability to the Issuer or the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with the Finance Documents.
- 19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.
- 19.3.6 The Agent is not liable for information provided to the Noteholders by or on behalf of the Issuer or any other Person.

#### **19.4 Replacement of the Agent**

- 19.4.1 Subject to Clause 19.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 19.4.2 Subject to Clause 19.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 19.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of Market Loans.
- 19.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 19.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of (i) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent, and (ii) the period pursuant to Clause 19.4.4(ii) having lapsed.

- 19.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 19.4.8 In the event that there is a change of the Agent in accordance with this Clause 19.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

## **20. THE ISSUING AGENT**

- 20.1 The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Notes.
- 20.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Notes.
- 20.3 The Issuing Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

## **21. THE CSD**

- 21.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Notes.
- 21.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Noteholder or the admission to trading of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Regulation (EU) no 909/2014 and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

## **22. NO DIRECT ACTIONS BY NOTEHOLDERS**

- 22.1 A Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy in any jurisdiction of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.

- 22.2 Clause 22.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 19.1.3), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.13 before a Noteholder may take any action referred to in Clause 22.1.
- 22.3 The provisions of Clause 22.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 10.5 (*Mandatory repurchase due to a Change of Control Event or a Listing Failure Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

## **23. PRESCRIPTION**

- 23.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been prescribed and has become void.
- 23.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

## **24. COMMUNICATIONS AND PRESS RELEASES**

### **24.1 Communications**

- 24.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;
  - (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
  - (c) if to the Noteholders, shall be given at their addresses registered with the CSD on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Noteholders. A notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.



- 24.1.2 Any notice or other communication made by one (1) person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or, if between the Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1.1, or, in case of email, when received in readable form by the email recipient.
- 24.1.3 Any notice or other communication pursuant to the Finance Documents shall be in English. However, financial reports published pursuant to Clause 12.1.1 (a) and (b) may be in Swedish.
- 24.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

## **24.2 Press releases**

- 24.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 10.3, 10.5, 12.1.2, 15.3, 17.2.1, 17.3.1, 17.4.13 and 18.2 shall also be published by way of press release by the Issuer.
- 24.2.2 In addition to Clause 24.2.1, if any information relating to the Notes or the Issuer contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled, but not obligated, to issue such press release.

## **25. FORCE MAJEURE**

- 25.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 25.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 25.3 The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## **26. GOVERNING LAW AND JURISDICTION**

- 26.1 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 Sweden.
- 26.2 The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (Sw. *Stockholms tingsrätt*).



We hereby certify that the above Terms and Conditions are binding upon ourselves.

Place:

Date:

**BONAVA AB (publ)**

as Issuer

\_\_\_\_\_  
Name:

We hereby undertake to act in accordance with the above Terms and Conditions to the extent they refer to us.

Place:

Date:

**NORDIC TRUSTEE & AGENCY AB (publ)**

as Agent

\_\_\_\_\_  
Name: