

NOTICE OF MEETING

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS, INCLUDING IN RESPECT OF TAX CONSEQUENCES.

POLYGON AB (publ)

(incorporated with limited liability in Sweden with Registered Number 556816-5855)

(the "Company")

11 October 2016

Notice of Noteholders' Meeting (the "Meeting") for the Noteholders of the up to EUR 180,000,000 senior secured floating rate notes due 2019 (ISIN SE0005878535) (the "Notes") issued by the Company

Capitalised terms not otherwise defined in this notice shall have the meaning given to them in the terms and conditions for the Notes (the "Terms and Conditions"):

At the request of the Company, Nordic Trustee & Agency AB (publ) (the "**Agent**"), acting in its capacity as agent for the Noteholders under the Terms and Conditions, hereby convenes the Noteholders to a Meeting for the purpose of considering and, if thought fit, passing an extraordinary resolution pursuant to which the terms and conditions of the Notes are amended by passing a resolution in the form set out in Schedule 1 hereto.

If resolutions amending the Terms and Conditions are approved at the Meeting, the amendments shall take effect immediately after the resolutions are passed, on 26 October 2016 or the relevant date of any Second Meeting (as defined below) (the "**Effective Date**"). The proposals to amend the Terms and Conditions are described below under the section "Proposals" and are hereafter referred to as the "**Proposals**".

The Meeting will take place at 9:00 (CET) on 26 October 2016, at the offices of Nordea Markets at Smålandsgatan 17, 111 46 Stockholm, Sweden. Registration will start at 8:30 (CET).

To be eligible to participate in the Meeting, a person must be registered on a securities account (Sw. *avstämningskonto*) ("**Securities Account**") with Euroclear Sweden AB as a direct registered owner (Sw. *direktregistrerad ägare*) ("**Direct Registered Owner**") or be registered as an authorised nominee (Sw. *förvaltare*) ("**Nominee**") with respect to one or several Notes on 19 October 2016 (the "**Voting Record Date**").

In addition, Noteholders may be required to take certain actions in order to be eligible to attend the Meeting. For further information regarding who is eligible to participate and what steps that may need to be taken to participate, please see the sections "*Voting Procedure*" and "*Notification of Participation in the Meeting Required*" below.

Notwithstanding anything to the contrary contained herein or in any other document related to the Proposals, the Company reserves the right, in its sole discretion, to cancel the Meeting.

The information in this Notice (including enclosures) is provided by the Issuer, and the Agent expressly disclaims all liability whatsoever related to the content of this Notice and the Proposals.

Separate Consent Solicitation

As a separate process, the Company is soliciting consents (the "**Consent Solicitation**") to the Proposals, in each case as described in and subject to a Consent Solicitation Memorandum (the "**Consent Solicitation Memorandum**"). A Noteholder that wishes to participate in the Consent Solicitation must deliver consent voting instructions as prescribed in the Consent Solicitation Memorandum, and should not attend the Meeting in person or represented by proxy. Nordea Bank Danmark A/S, acting as solicitation agent (the "**Solicitation Agent**") under the Consent Solicitation, will represent such Noteholders at the Meeting and, at the Meeting, vote on behalf of such Noteholders.

Noteholders that wish to receive the Early Bird Consent Fee should not attend the Meeting in person (or represented by proxy) or issue powers of attorney in the form set out in Schedule 2 to this notice, but should instead use the consent voting instruction form annexed to the Consent Solicitation Memorandum.

A copy of the Consent Solicitation Memorandum is distributed together with this notice and can also be obtained free of charge from the paying agent Nordea Issuer Services (e-mail: IssuerSeCustodian@nordea.se), or the Solicitation Agent (contact details are set out below). For further information regarding the Consent Solicitation, please contact the Solicitation Agent.

The Agent does not administer the Consent Solicitation and is not involved in or in any way responsible for the Consent Solicitation.

Background

Following a period of strong performance, the Company and its owners are considering a recapitalisation (the "**Recapitalisation**") of the Group by way of (i) a partial repayment of the existing shareholder loan of the Group (the Investor Loan), and (ii) a dividend distribution to Polygon Holding AB.

Pro forma Leverage of the Group after the Recapitalisation is estimated to be 4.2:1, which is above the permitted level for the Incurrence Test under the Terms and Conditions. Further, the Terms and Conditions limit the Company's and its subsidiaries' possibilities to repay shareholder loans and make distributions to any direct or indirect shareholder of the Company. In addition, the shareholder loan (the Investor Loan) which is contemplated to be partly repaid in connection with the Recapitalisation have been pledged to the Noteholders and certain other secured parties under the Finance Documents. Such security will, thus, need to be released in connection with the Recapitalisation.

Proposals

In order for the Company to be able to carry out the Recapitalisation, the Company proposes the Noteholders to pass, at the Meeting, a resolution approving the amendments to the Terms and Conditions as set out in Schedule 1 hereto.

The main amendments to the Terms and Conditions proposed by the Proposals include (i) for the purpose of the issue of the subsequent notes to be issued in connection with the Recapitalisation, that the maximum level of Leverage in the Incurrence Test is increased to 4.25:1, (ii) distributions from the Group required to facilitate the Recapitalisation are permitted, (iii) the security over the part of the Investor Loan which is contemplated to be repaid in connection with the Recapitalisation is released, (iv) the addition of certain conditions precedent required to be fulfilled by the Company in order to receive the proceeds from the issue of the subsequent notes to be issued in connection with the Recapitalisation, and (v) the possibility to make the Recapitalisation will only be available to the Company during the period beginning on the date of the Meeting and ending on 31 March 2016.

If the Proposals are passed at the Meeting, the Noteholders' give the Agent the power to enter into all agreements and take all actions that the Agent deems necessary in order to implement the Proposals.

Agenda

Agenda for the Meeting

1. Opening of the meeting and election of chairman
2. Preparation and approval of the voting list.
3. Approval of the agenda.
4. Resolution on whether the meeting has been duly convened.
5. Election of at least one person to verify the minutes.
6. The Issuer informs about the background of the request.
7. Amendment of the Terms and Conditions of the Notes:
 - (i) Description by the Issuer of the main features of the request to amend the Terms and Conditions of the Notes, see sections "*Background*" and "*Proposals*" above.
 - (ii) Voting regarding the Proposals
8. Closing of the meeting.

Voting Procedure

Resolutions are passed through voting at the Meeting. A Noteholder holding more than one 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.

Anyone who wishes to participate in the Meeting must on the Voting Record Date be registered as a Direct Registered Owner or Nominee in respect of the relevant Notes.

If you are not registered as a Direct Registered Owner, but your Notes are held through a registered Nominee or another intermediary, you may have two different options for voting at the Meeting:

- (i) You can ask the Nominee or other intermediary that holds the Notes on your behalf to attend the Meeting and vote in its own name as instructed by you.
- (ii) You can obtain a power of attorney from the Nominee or other intermediary and participate in the Meeting based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the Securities Account on the Voting Record Date, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the Securities Account as Nominee or Direct Registered Owner. A form of power of attorney that can be used for this purpose is annexed in Schedule 2.

Whether one or both of these options are available to you depends on the agreement between you and the Nominee or other intermediary that holds the Notes on your behalf (and the agreement between the intermediaries, if there is more than one).

Please note that only Noteholders that are eligible to vote at the Meeting as described above may issue the power of attorney in the designated format set out in Schedule 2. This means that: (A) Noteholders which are directly registered in the Securities Account may issue the power of attorney in their own names, (B) authorised nominees registered as such in the Securities Account by Euroclear Sweden AB in Sweden may issue the power of attorney in their own names acting for their customers, and (C) holders that hold Notes through a registered authorised nominee that does not agree to vote on behalf of its customers or through another intermediary need to obtain authorisation as set out above in order to be able to issue the power of attorney.

The Agent recommends that you contact the securities firm that holds the Notes on your behalf for assistance if you wish to participate in the Meetings and do not know how your Notes are registered or need authorisation or other assistance to participate.

Notification of Participation in the Meeting Required

Noteholders who wish to participate (in person or represented by proxy (other than pursuant to a consent voting instruction in accordance with the terms set out in the Consent Solicitation)) in the Meeting must notify the Agent of their participation in the Meeting no later than 17.00 (CET) on 19 October 2016. Notifications must be sent by e-mail to mail@nordictrustee.se.

Such notification to the Agent must specify the relevant Noteholder's name, birth date or company registration number, the number of Notes held and, where applicable, information about any representatives of the Noteholder.

If Notes are held by a legal entity, the right to act on behalf of the Noteholder must be proven to the satisfaction of Agent through complete authorisation documents, such as powers of attorney, board minutes, registration certificates or corresponding documents. The relevant documents shall be submitted to the Agent in original or as certified copies of the originals.

Quorum and Majority Requirements

Quorum at the Meeting in respect of the decision of the extraordinary resolutions exists if a Noteholder (in person, by telephone conference or represented by proxy) representing in the aggregate at least twenty (20) per cent. of the Adjusted Nominal Amount attends the Meeting.

The extraordinary resolutions in respect of the Notes will be passed if a majority of not less than sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at the Meeting in respect of such extraordinary resolutions. If passed, the extraordinary resolutions shall be binding on all Noteholders, whether or not present at the Meeting and whether or not voting.

Second Meeting

In the event the necessary quorum for the Meeting is not obtained at the Meeting, a second meeting (the "**Second Meeting**") may be held. The quorum requirement of twenty (20) per cent. shall not apply for the Second Meeting.

The holding of any Second Meeting will be subject to the giving of at least eight (8) Business Days' notice, in accordance with the provisions for meetings of Noteholders set out in the Terms and Conditions, that such Second Meeting is to be held.

Non-reliance

The Proposals are presented to the Noteholders by the Issuer, without any evaluation, advice or recommendations from the Agent whatsoever related to the content of this notice and the Proposals. No independent advisor has been appointed to review and/or analyse the Proposals (and their effects) from the Noteholders' perspective. Each Noteholder is recommended to seek professional advice to independently evaluate whether the Proposals from the Issuer (and its effects) are acceptable or not.

Further information

If you have any questions about the voting procedures, please contact the Agent.

Anders Karlsson, Legal Counsel

Tel: +46 (0) 8 783 79 00

Mail: mail@nordictrustee.se

For further information regarding the Company or the Proposals, please contact:

Erik-Jan Jansen, President and CEO of the Company

Tel: +31 655 12 88 44

Mats Norberg, Chief Financial Officer of the Company

Tel: +46 (0) 70 331 65 71

For questions in relation to the Consent Solicitation and the Consent Solicitation Memorandum, please contact the Solicitation Agent:

Nordea Bank Danmark A/S, att: Bibi Larsen

Tel: + 45 6161 2996

Mail: bibi.larsen@nordea.com and Nordealiabilitymanagement@nordea.com

Schedule 1

FORM OF EXTRAORDINARY RESOLUTION to be passed at the Meeting of Noteholders of the up to EUR 180,000,000 senior secured floating rate notes due 2019 (ISIN SE0005878535) (the "Notes") issued by Polygon AB (publ) (the "Company")

Changes to the Terms and Conditions are illustrated by marking *insertions as underlined text in blue and deletions are shown in strikethrough text in red.*

[Please see separate enclosure]



Terms and Conditions

Polygon AB (publ)

Up to EUR 180,000,000

Senior Secured Floating Rate Notes

ISIN: SE0005878535

originally dated 14 April 2014 and as amended 29 June 2016 and as amended and restated on 26 October 2016

Other than the registration of the Notes under Swedish law, 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 this document or any other material relating to the Issuer or the Notes in any jurisdiction 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.

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"**Investor Loan**" means a loan with the original principal amount of EUR 52,451,000 evidenced by a loan agreement amended ~~and restated on 19 April 2013 and as further amended and restated on or about the First Issue Date~~ from time to time *inter alia* in connection with the Recapitalisation whereby the principal amount of the loan will be decreased by an amount equivalent to the amount of the Recapitalisation Investor Loan, between the lenders as set out therein and Polygon International AB as borrower, under which interest is not payable in cash and which has a final maturity date exceeding the Final Maturity Date with more than twelve (12) months or any Investor Document replacing such loan in whole or in part provided that (i) no cash interest may be paid under such replacing loan and (ii) such replacing loan shall have a final maturity date exceeding the Final Maturity Date with more than twelve (12) months.

"**Leverage**" means the ratio of Net Interest Bearing Debt to Group EBITDA.

"**Long Term Loan**" means any existing or future loan entered (or to be entered into) between Group Companies which (i) has a contractual term exceeding twelve (12) months, or (ii) has a contractual term which is less than twelve (12) months but is renewed, prolonged or otherwise remain in place, in whole or in part, for a longer total duration than twelve (12) months.

"**Market Loan**" means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on NASDAQ ~~OMX~~ Stockholm or any other regulated or unregulated recognised market place.

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole;
- (b) the Issuer's ability to perform and comply with its payment obligations under these Terms and Conditions and with the undertakings set out in Clause 13 (*General Undertakings*) (other than Clause 13.11 (*Intercompany Loans*)) and the Obligors' ability to perform and comply with the undertaking set out in Clause 13.12 (*Subordination and accession to the Intercreditor Agreement*); or
- (c) the validity or enforceability of the Finance Documents.

"**Material Group Company**" means (i) the Issuer, (ii) any Guarantor, (iii) any Pledged Group Company and a Group Company which shares shall be subject to Security in favour of the Secured Parties pursuant to the terms of the Intercreditor Agreement, and (iv) any Group Company whose EBITDA (calculated in the same manner as Group EBITDA) or assets (on a consolidated basis) exceeds five (5) per cent. of the Group EBITDA or assets.

"**Net Finance Charges**" means, for the Relevant Period, the Finance Charges during that period less interest income during that period (other than interest income on Financial Indebtedness between Group Companies).

"Net Interest Bearing Debt" means the aggregate interest bearing debt (excluding pension liabilities, any Shareholder Loans, Investor Documents, any loan with PIK interest which has a final maturity date which occurs after the Final Maturity Date and which is subordinated to the Notes, and interest bearing debt borrowed from any Group Company) less Cash and Cash Equivalents of the Group in accordance with the applicable accounting principles of the Group from time to time.

"Net Proceeds" means the proceeds from the issuance of the Initial Notes which after deduction has been made for the Transaction Costs (save for the costs relating to listing of the Notes) payable by the Issuer to the Sole Bookrunner for the services provided in relation to the placement and issuance of the Notes.

"Nominal Amount" has the meaning set forth in Clause 2(c).

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

"Noteholders' Meeting" means a meeting among the Noteholders held in accordance with Clause 17 (*Noteholders' Meeting*).

"Notes" 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 the Subsequent Notes.

"Obligors" means the Issuer, each Guarantor and any person who has acceded to the Intercreditor Agreement pursuant to Clause 13.12 (*Subordination and accession to the Intercreditor Agreement*).

"Permitted Debt" means any Financial Indebtedness:

- (a) of the Group incurred under the Initial Notes and the Super Senior Revolving Credit Facility Documents (including any replacement Super Senior Revolving Credit Facility Documents);
- (b) of the Group pursuant to any financial leasing arrangements incurred in the ordinary course of the Group's business, not exceeding an aggregate amount of EUR 2,500,000 at any one time outstanding;
- (c) taken up from a Group Company;
- (d) under a Shareholder Loan or Intercompany Loan;
- (e) arising under any Investor Documents, in each case as in force on the First Issue Date or arising thereafter and subject always to these Terms and Conditions and subordinated to the Notes;
- (f) in the ordinary course of business under Advance Purchase Agreements;
- (g) any recourse claim for a guarantee in the ordinary course of business (for the avoidance of doubt not including guarantees or security in respect of monies borrowed);

"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.

"Pledged Intercompany Loans" means the Intercompany Loans set out in paragraphs (g) ~~and~~ (i) of the definition of "Security Documents" and any Intercompany Loan over which Security is granted pursuant to Clause 13.11 (*Intercompany Loans*).

"Polygon Holding" means Polygon Holding AB, Swedish Reg. No. 556809-3511, being the direct parent company of the Issuer.

"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.

"Recapitalisation" means the recapitalisation of the Group of up to maximum EUR 60,000,000, by way of (i) a shareholder's contribution to Polygon International AB whereby such amount shall be applied by Polygon International AB towards the repayment of the Recapitalisation Investor Loan, and (ii) a dividend distribution to Polygon Holding, provided that the recapitalisation occurs within the Recapitalisation Window.

"Recapitalisation Escrow Account" means a bank account of the Issuer held with a reputable bank, into which the Recapitalisation Proceeds will be transferred and which has been pledged in favour of the Agent and the Noteholders (represented by the Agent) under the Recapitalisation Escrow Account Pledge Agreement.

"Recapitalisation Escrow Account Pledge Agreement" means the pledge agreement entered into between the Issuer and the Security Agent in connection with the issue of Subsequent Notes for the purpose of the Recapitalisation in respect of a first priority pledge over the Recapitalisation Escrow Account and all funds held on the Recapitalisation Escrow Account from time to time, granted in favour of the Agent and the Noteholders.

"Recapitalisation Investor Loan" means up to EUR 60,000,000 of the Investor Loan, which is contemplated to be repaid in connection with the Recapitalisation.

"Recapitalisation Proceeds" means the proceeds from the issuance of the Subsequent Notes with respect to the Recapitalisation.

"Recapitalisation Window" means the period beginning on the date determined by the meeting of the Noteholders held on 26 October 2016 to be the effective date for the amendments to the Terms and Conditions contemplated by such meeting and ending on 31 March 2017.

"Record Date" means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 15 (*Distribution of Proceeds*), (iv) the date of a Noteholders' Meeting, or (v) 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, repaid or repurchased in accordance with Clause 9 (*Redemption and Repurchase of the Notes*).

"Regulated Market" means any regulated market (as defined in Directive 2004/39/EC on markets in financial instruments).

"Relevant Period" means each period of twelve (12) consecutive calendar months.

"Restricted Payment" means any distribution set forth in Clauses 13.2(a) and 13.2(b).

"Secured Obligations" means all obligations of the Group under the Finance Documents, the Super Senior Revolving Credit Facility Documents and under any documents relating to any such debt and the Hedging Obligations.

"Secured Parties" means the Noteholders, the Agent, the Super Senior Revolving Credit Facility Creditors, the Hedge Counterparty and the agent under the Super Senior Revolving Credit Facility.

"Securities Account" means the account for dematerialised securities 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) on the First Issue Date.

"Security Documents" means¹:

- (a) the share pledge agreement dated on or about the First Issue Date between Polygon Holding ~~AB~~ and the Security Agent with respect to the shares in the Issuer;
- (b) the share pledge agreement dated on or about the First Issue Date between the Issuer and the Security Agent with respect to the shares in Polygon International AB;
- (c) the share pledge agreement dated on or about the First Issue Date between Polygon International AB and the Security Agent with respect to the shares in Polygon Sverige AB;
- (d) the share pledge agreement dated on or about the First Issue Date between Polygon Sverige AB and the Security Agent with respect to the shares in Polygonvatro GmbH (German Reg. No. 116512);

¹ Please note that the Security Documents previously set out in sub-paragraphs (g) to (i) was released pursuant to the debt reorganisation which was approved by the Noteholders on 29 June 2016.

- (e) the share pledge agreement dated on or about the First Issue Date between the Issuer and the Security Agent with respect to the shares in Polygon Finland Holding Oy (Finnish Reg. No. 2354769-0);
- (f) the share pledge agreement dated on or about the First Issue Date between Polygon International AB and the Security Agent with respect to the shares in R3 Polygon UK Holding Ltd (UK Reg. No. 7452971);
- ~~(g) the intercompany loan pledge agreement dated on or about the First Issue Date between the Issuer and the Security Agent with respect to the intercompany loan granted by the Issuer to Polygon International AB in an approximate principal amount of EUR 80,000,000;~~
- ~~(h) the intercompany loan pledge agreement dated on or about the First Issue Date between Polygon International AB and the Security Agent with respect to the intercompany loan granted by Polygon International AB to Polygon Sverige AB in an approximate principal amount of EUR 22,600,000;~~
- (g) ~~(j)(i)~~ the intercompany loan assignment agreement dated on or about the First Issue Date between Polygon International AB and the Security Agent with respect to the intercompany loan granted by Polygon International AB to ~~Polygonvatro GmbH~~ in an approximate principal amount of EUR 59,800,000; the intercompany loan pledge agreement dated on or about the First Issue Date between the Issuer and the Security Agent with respect to the intercompany loan granted by the Issuer to Polygon Finland Holding Oy in an approximate principal amount of EUR 13,800,000;
- (h) ~~(k)~~ the loan pledge agreement dated on or about the First Issue Date between the lenders under the Investor Loan and the Security Agent with respect to the Investor Loan, or any Investor Document which replaces the Investor Loan in whole or in part;
- ~~(l) the Escrow Account Pledge Agreement; and~~
- (i) the intercompany loan pledge agreement dated 26 August 2016 between the Issuer and the Security Agent with respect to the intercompany loan granted by the Issuer to PolygonVatro GmbH in an approximate principal amount of EUR 32,300,000;²
- (i) the intercompany loan pledge agreement dated 26 August 2016 between the Issuer and the Security Agent with respect to the intercompany loan granted by the Issuer to Polygon Nederland Holding B.V. in an approximate amount of EUR 5,500,000;³ and
- (k) ~~(m)~~ any other Transaction Security Document (as defined in the Intercreditor Agreement).

² Please note that this additional security was granted pursuant to the debt reorganisation which was approved by the Noteholders on 29 June 2016.

³ Please note that this additional security was granted pursuant to the debt reorganisation which was approved by the Noteholders on 29 June 2016.

"Senior Finance Documents" means the Finance Documents, the Super Senior Revolving Credit Facility Documents and any document relating to the Hedging Obligations.

"Shareholder Loans" means any shareholder loans made by the Shareholders to the Issuer or any of its Subsidiaries, where the Issuer or the relevant Subsidiary is the debtor, provided, that (a) the Shareholder lender is a party to the Intercreditor Agreement (other than the lenders under the Investor Loan, which for the avoidance of doubt for other purposes is a Shareholder Loan) and the Shareholder Loan is thus subordinated to the obligations of the Issuer in respect of the Notes, (b) according to its terms have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date, and (c) according to its terms do not provide for any cash pay interest but interest to be non-cash paid or to accrue to be paid-in-kind by being added to principal (however, for the avoidance of doubt, such loan may be converted in to an Investor Document).

"Shareholders" means Polygon Holding-AB, Swedish Reg. No. 556809-3511 and any direct or indirect shareholder of Polygon Holding-AB.

"Sole Bookrunner" means Nordea Bank AB (publ), Swedish Reg. No. 516406-0120.

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

"Subsidiary" means a subsidiary of the Issuer according to Chapter 1 Section 11 of the Swedish Companies Act (or under such provision as may replace this provision).

"Super Senior Debt" means the indebtedness under the Super Senior Revolving Credit Facility Documents and under the Hedging Obligations.

"Super Senior Debt Creditors" means the Hedge Counterparty and the Super Senior Revolving Credit Facility Creditors.

"Super Senior Revolving Credit Facility Agreement" means any working capital facility to be provided to certain Group Companies by a bank (initially Nordea Bank AB (publ)) being a party to the Intercreditor Agreement for general corporate purposes of the Group (and any refinancing, amendments or replacements thereof), amended from time to time (as the case may be).

"Super Senior Revolving Credit Facility Creditors" mean the finance parties under the Super Senior Revolving Credit Facility Documents.

"Super Senior Revolving Credit Facility Documents" means the Super Senior Revolving Credit Facility Agreement and any other document entered into in relation thereto.

"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 the Initial Notes, (b) the issuance of any Subsequent Notes, (c) the Super Senior Debt, (d) the Transaction Security, (e) the

3. Use of Proceeds

The Net Proceeds from the issuance of the Initial Notes shall be applied against repayment in full of the Existing Senior Debt and any remaining amount shall be used for general corporate purposes of the Group and acquisitions. Any proceeds from any issuance of Subsequent Notes shall be used for Permitted Distributions, [the Recapitalisation and related Transaction Costs](#), acquisitions or general corporate purposes of the Group.

4. Conditions Precedent

4.1 Conditions Precedent Initial Notes Issue

- (a) The payment of the Net Proceeds to the Escrow Account is subject to the Issuing Agent having received documents and evidence of the Escrow Account Pledge Agreement being duly executed and perfected.
- (b) The Issuer shall provide, or procure the provision of, to the Agent, in form and substance satisfactory to the Agent (acting reasonably):
 - (i) copies of constitutional documents of the Issuer and each Guarantor;
 - (ii) copies of necessary corporate resolutions (including authorisations) from each Group Company to execute the relevant Finance Documents and only to the extent that Group Company is a party to a relevant Finance Document;
 - (iii) duly executed copies of release notice(s) from the lenders under the Existing Senior Debt confirming that all Existing Security and Existing Guarantees will be released upon repayment;
 - (iv) evidence that the amounts to be released from the Escrow Account shall be applied towards repayment of the Existing Senior Debt in full in accordance with Clause 3 (*Use of Proceeds*);
 - (v) duly executed copy of the Intercreditor Agreement;
 - (vi) duly executed copy of the Guarantee Agreement;
 - (vii) duly executed copies of the Security Documents; and
 - (viii) duly executed legal opinions relating to the Security Documents, the Terms and Conditions and the Intercreditor Agreement.
- (c) When the conditions precedent for disbursement set out in Clause 4.1(b) have been fulfilled to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the bank (with which the Company holds the Escrow Account) to transfer the funds from the Escrow Account for the purpose of repayment of the Existing Senior Debt and in accordance with Clause 3 (*Use of Proceeds*), and the Agent shall thereafter or in connection therewith release the pledge over the Escrow Account.

- (d) If the conditions precedent for disbursement set out in Clause 4.1(b) have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within twenty (20) Business Days from the First Issue Date (a "**Conditions Precedent Failure**"), the Issuer shall immediately repurchase all Notes at a price equal to 100 per cent. of the Nominal Amount together with any accrued but unpaid interest. Any funds distributed by the Agent to the Noteholders (as a result of the Conditions Precedent Failure) in accordance with the Escrow Account Pledge Agreement shall be deemed to be paid by the Issuer for the redemption under this Clause 4.1(d).

4.2 Conditions Precedent Subsequent Notes Issue in connection with the Recapitalisation

- (a) The payment of the Recapitalisation Proceeds to the Recapitalisation Escrow Account is subject to the Issuing Agent having received documents and evidence of the Recapitalisation Escrow Account Pledge Agreement being duly executed and perfected.
- (b) The Issuer shall provide, or procure the provision of, to the Agent, in form and substance satisfactory to the Agent (acting reasonably):
- (i) copies of constitutional documents of the Issuer and each Guarantor;
 - (ii) copies of necessary corporate resolutions (including authorisations) from each Group Company to execute the relevant Finance Documents, however only to the extent that Group Company is a party to a relevant Finance Document;
 - (iii) the Compliance Certificate relating to the issue of Subsequent Notes for the purpose of the Recapitalisation required to be delivered to the Agent in accordance with Clause 11.1(d)(i) of these Terms and Conditions;
 - (iv) confirmation from the Issuing Agent that the statement of responsibility relating to the issue of the Subsequent Notes for the purpose of the Recapitalisation have been signed by the Issuer;
 - (v) evidence that the amounts to be released from the Recapitalisation Escrow Account shall be applied towards repayment of the Recapitalisation Investor Loan in accordance with Clause 3 (Use of Proceeds), including but not limited to documentation in the form of (A) funds flow statement for the Recapitalisation, and (B) an amendment to the Investor Loan due to the repayment of the Recapitalisation Investor Loan;
 - (vi) a funds flow statement showing that the Transaction Costs relating to the issuance of Subsequent Notes with respect to the Recapitalisation will be paid by the Issuer at the latest on the date of the release of security over the Recapitalisation Escrow Account;

- (vii) a copy of a waiver request showing that the Senior Revolving Credit Facility Creditors have agreed to the necessary amendments and/or waivers of the Super Senior Revolving Credit Facility Documents required for the completion of the Recapitalisation;
 - (viii) a copy of the confirmation from the Senior Revolving Credit Facility Creditors to the Security Agent that the Security Agent may release the security over the Recapitalisation Investor Loan in connection with the completion of the Recapitalisation; and
 - (ix) if necessary, security and guarantee confirmations required to be issued under local law in connection with the issue of Subsequent Notes, duly executed by the Issuer and the Guarantors.
- (c) When the conditions precedent for disbursement set out in Clause 4.2(b) have been fulfilled to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the bank (with which the Company holds the Recapitalisation Escrow Account) to transfer the funds from the Recapitalisation Escrow Account for the purpose of repayment of the Recapitalisation Investor Loan and in accordance with Clause 3 (Use of Proceeds), and the Agent shall thereafter or in connection therewith release the pledge over the Recapitalisation Escrow Account and give the confirmation set out in Clause 10.6 (Release of Security in connection with Recapitalisation) to the Security Agent.
- (d) If the conditions precedent for disbursement set out in Clause 4.2(b) have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within twenty (20) Business Days from the Issue Date of the Subsequent Notes issued for the Recapitalisation (a "Recapitalisation Conditions Precedent Failure"), the Issuer shall immediately repurchase all Subsequent Notes issued for the purpose of the Recapitalisation at a price equal to 100 per cent. of the Nominal Amount together with any accrued but unpaid interest. In case of a Recapitalisation Conditions Precedent Failure, any funds on the Recapitalisation Escrow Account shall be deemed to be paid by the Issuer for the redemption under this Clause 4.2(d).

5. Notes in Book-Entry Form

- (a) 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.
- (b) Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*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.

10. Transaction Security

10.1 Granting of the Transaction Security

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, Polygon Holding~~—AB~~, the Issuer and the Guarantors (subject to corporate law limitations) grant on the First Issue Date 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 Agreement.
- (b) The Security Agent shall hold the Transaction Security and the Guarantees on behalf of the Secured Parties in accordance with the Security Documents and the Intercreditor Agreement. Polygon Holding~~—AB~~, the Issuer and the Guarantors shall enter into the Security Documents and the Guarantee Agreement (as applicable) and perfect the Transaction Security in accordance with the Security Documents on or before the First Issue Date.
- (c) Unless and until the Security Agent has received instructions from the Agent 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, releasing or enforcing the Transaction Security or for the purpose of settling the Noteholders', the Super Senior Revolving Credit Facility Creditors', the Hedge Counterparty's or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Security Documents, the Intercreditor Agreement and the Terms and Conditions and provided that such agreements or actions are not detrimental to the interests of the Noteholders.
- (d) 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.

10.2 Replacement of the Super Senior Revolving Credit Facility

- (a) The Issuer shall from time to time be entitled to replace the Super Senior Revolving Credit Facility with new debt facilities for general corporate purposes and/or working capital purposes and/or replace the Notes with new notes or debt facilities, provided that:
 - (i) the Transaction Security shall secure the new debt on the same terms, *mutatis mutandis*, as it secures the replaced debt, including the terms of the Intercreditor Agreement;
 - (ii) each new creditor(s) shall directly or through an agent or a trustee be a party to the Transaction Security;

Secured Parties, or (ii) a bank account held by the creditor under such Pledged Intercompany Loan, with a reputable bank (in the sole discretion of the Security Agent) which bank account, prior to the repayment of the Pledged Intercompany Loan, has been granted as Security by such creditor on terms similar to the terms of other Security Documents.

- (d) A Group Company which has granted Security over a Proceeds Account may request that the Security Agent releases any funds (in whole or in part) standing to the credit on the Proceeds Account for the purpose of such Group Company's acquisition of shares in a target company (the "**Target Company**"), provided that (i) the Issuer provides evidence to the Security Agent that the purchase price (less refinancing debt, costs and taxes) for the shares in the Target Company corresponds to at least the amount to be released from the Proceeds Account, and (ii) the Issuer and such Group Company shall ensure that all shares in the Target Company are immediately following the acquisition pledged to the Secured Parties (represented by the Security Agent) on terms similar to the terms of other Security Documents and that such pledge is duly perfected as soon as possible.
- (e) The Security Agent shall not release any Security over the shares in a Disposed Company until the conditions set out in paragraph (a)(i) or (a)(ii) have been fulfilled.
- (f) When determining EBITDA for a company in this Clause 10.4, EBITDA shall be calculated for that company in the same manner as Group EBITDA is calculated for the Issuer.

10.5 Enforcement of Security and Guarantees

- (a) The Agent may only take any action to accelerate or enforce any Transaction Security or Guarantees in accordance with the terms of the Intercreditor Agreement. The Intercreditor Agreement contains a stand-still provision (binding upon the Secured Parties) relating to the enforcement of the Transaction Security and the Guarantees.
- (b) Upon an enforcement of the Transaction Security and/or the Guarantees, the proceeds shall be distributed in accordance with the Intercreditor Agreement.
- (c) All security and/or guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any enforcement provided that the proceeds are distributed in accordance with the provisions set out in the Intercreditor Agreement.

10.6 Release of Security in connection with Recapitalisation

When the conditions precedent for disbursement set out in Clause 4.2(b) have been fulfilled to the satisfaction of the Agent (acting reasonably), the Agent shall, on behalf of the Noteholders and itself promptly confirm to the Security Agent that it consents to the release of the Security over the Recapitalisation Investor Loan.

11. Information to Noteholders

11.1 Information from the Issuer

- (a) The Issuer shall make the following information available in the English language to the Noteholders by publication on the website of the Issuer:
 - (i) as soon as the same become available, but in any event within four (4) months after the end of each financial year, the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors; and
 - (ii) 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, the quarterly interim unaudited consolidated reports of the Group (the first report covering the period ending on 30 June 2014), including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors.

When the Notes have been listed, the reports referred to under (i) and (ii) above, shall be made available in accordance with the rules and regulations of NASDAQ ~~OMX~~-Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Markets Act (Sw. lag (2007:582) om värdepappersmarknaden).
- (b) The Issuer shall immediately notify the Agent in writing when the Issuer is or becomes aware of that a Change of Control Event is likely to occur and when a Change of Control Event has occurred, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.
- (c) When the financial statements and other information are made available to the Noteholders pursuant to paragraph (a) above, the Issuer shall send copies of such financial statements and other information (specified by the Agent, acting reasonably) to the Agent.
- (d) The Issuer shall:
 - (i) in connection with the incurrence of new Financial Indebtedness incurred pursuant to paragraphs (i) or (l) of the definition of "Permitted Debt";
 - (ii) upon a Permitted Distribution in accordance with Clause 13.2(c)(i); or
 - (iii) within twenty (20) Business Days from the Agent's request,

submit to the Agent a Compliance Certificate which, in cases (i) and (ii) above, shall also contain calculations and figures in respect of the Incurrence Test.

- (e) The Issuer shall immediately notify the Agent (with full particulars) when the Issuer is or becomes 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. 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.
- (f) The Issuer is only obliged to inform the Agent according to this Clause 11.1 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 11.1.

11.2 Information from the Agent

The Agent is entitled to disclose to the Noteholders any 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 other than in respect of an Event of Default that has occurred and is continuing.

11.3 Publication of Finance Documents

- (a) 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.
- (b) The latest versions of the other Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

12. Incurrence Covenant

12.1 Incurrence Test

- (a) The Incurrence Test is met if, on the relevant test date:

(i) for the purpose of:

(A) any issue of Subsequent Notes to finance the Recapitalisation, the Leverage does not exceed 4.25:1;

(B) for any other purpose, ~~(i)~~ the Leverage does not exceed 3.75:1;
and

(ii) the Interest Coverage Ratio exceeds 2.75:1,

calculated in accordance with the calculation principles set out in Clause 12.2 (*Calculation Adjustments*), on a consolidated basis and based on the most recently delivered Financial Report.

(b) No event relevant for the application of the Incurrence Test shall be permitted if an Event of Default is continuing or would occur following such event.

12.2 Calculation Adjustments

- (a) The calculation of the Leverage and the Interest Cover Ratio shall be made as per a testing date determined by the Issuer, falling no more than one month prior to the event relevant for the application of the Incurrence Test. The Net Interest Bearing Debt, Net Finance Charges, and Group EBITDA for the Relevant Period shall be measured on the relevant testing date or in respect of the Relevant Period, the last day of the period covered by the most recent Financial Report, on a pro forma basis assuming the implementation of the proposed transaction in respect of which the Incurrence Test is being measured including the application of the net proceeds therefrom (in the case of new Financial Indebtedness, this shall be included where applicable, provided it is an interest bearing obligation (however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce the Net Interest Bearing Debt)).
- (b) The figures Group EBITDA and Net Finance Charges for the Relevant Period ending on the last day of the period covered by the most recent Financial Report shall be used when calculating of the Interest Coverage Ratio and the Leverage, but adjusted so that:
- (i) entities acquired or disposed of by the Group during the Relevant Period, or after the end of the Relevant Period but before the relevant testing date, shall be included or excluded (as applicable), pro forma for the entire Relevant Period;
 - (ii) any entity to be acquired with the proceeds from any new Financial Indebtedness shall be included, pro forma, for the entire Relevant Period; and
 - (iii) proforma Group EBITDA shall be adjusted to take into account cost savings realisable and reasonable synergies, and if requested by the Agent, such savings and synergies to confirmed by a reputable accounting firm.
- (c) Transaction Costs will be excluded from the total calculation of Interest Cover Ratio and Leverage (without any double-counting).

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 this Clause 13 for as long as any Notes remain outstanding.

13.2 Distributions

- (a) The Issuer shall not:
 - (i) repurchase any of its own shares; or
 - (ii) redeem its share capital or other restricted equity with repayment to Shareholders.
- (b) The Issuer shall not, and shall procure that none of its Subsidiaries will:
 - (i) pay any dividend on its shares (other than dividends by a Subsidiary to its parent or payments by a Subsidiary that is not wholly-owned on a pro rata basis or on a basis that results in the receipt by the Issuer or a Subsidiary of dividends or distributions of greater value than the Issuer or such Subsidiary would receive on a pro rata basis);
 - (ii) repay or pay cash interest under any Shareholder Loans (including for the avoidance of doubt the Investor Loan) or other loans from Shareholders or any Investor Document; or
 - (iii) grant any loans to the Shareholders or Affiliates of the Shareholders.
- (c) Notwithstanding paragraphs (a) and (b) above, a Restricted Payment may be made:
 - (i) for the purpose of the Recapitalisation; or
 - (ii) ~~if~~ if:
 - (A) no Event of Default is continuing or would result from such Restricted Payment;
 - (B) an Equity Listing Event has occurred;
 - (C) the amount of the Restricted Payment does not exceed the Permitted Distribution Amount;
 - (D) the Incurrence Test is met (calculated on a pro forma basis including the relevant Restricted Payment); and
 - (E) the drawn amount outstanding under the Super Senior Revolving Credit Facility (excluding guarantees) less Cash and

Cash Equivalents of the Group amounts to zero (0) or less, tested pro forma including such Restricted Payment, or

(iii) ~~(ii)~~ in a maximum amount of EUR 250,000 each calendar year (by payments on Shareholder Loans or as dividend) to the owner(s) of the Issuer to service fees or administration costs in the group of holding companies.

- (d) A Permitted Distribution made in accordance with paragraph (c) above shall decrease the Permitted Distribution Amount accordingly.
- (e) When the Issuer has made its annual audited consolidated financial statements of the Group available in accordance with Clause 11.1(a), then the Permitted Distribution Amount shall be increased or decreased (as the case may be) by fifty (50) per cent. of consolidated net profit or loss (defined as profit / (loss) as it appears on the Group's income statement prepared in accordance with the Accounting Principles) of the Group as set out in the financial statements (before taking into account any interest payable in kind on any Shareholder Loan).

13.3 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 as of the First Issue Date.

13.4 Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries, incur any additional Financial Indebtedness or maintain any existing Financial Indebtedness, provided however that the Issuer and the Subsidiaries have a right to incur and maintain Financial Indebtedness that constitutes Permitted Debt and, for the avoidance of doubt, any Financial Indebtedness incurred or maintained in compliance with these Terms and Conditions shall only be tested either on the First Issue Date or on the date of incurrence, as applicable.

13.5 Dealings with Related Parties

The Issuer shall, and shall procure that each Group Company shall, conduct all dealings with the direct and indirect Shareholders of the Group Companies and/or any Affiliates of such direct and indirect Shareholders at arm's length terms (or better) and in accordance with applicable transfer pricing, provided that this undertaking shall not apply to dealings between Group Companies which are made in the ordinary course of business.

13.6 Disposal of Assets

The Issuer shall not, and shall procure that no Material Group Company, sell or otherwise dispose of shares in any Material Group Company or of all or substantially all of its or any Material Group Company's assets to any person not being the Issuer or any of its wholly-owned Subsidiaries which, in the case of a transfer of the shares in or the assets of a Guarantor, the acquiring Subsidiary is (or becomes) a Guarantor, unless

the transaction is carried out at fair market value and on terms and conditions customary for such type of transaction and provided that it does not have a Material Adverse Effect. The Issuer shall notify the Agent of any such transaction and, upon request by the Agent, provide the Agent with any information relating to the transaction which the Agent deems necessary (acting reasonably).

13.7 Negative Pledge

The Issuer shall not, and shall procure that no Group Company shall, create or allow to subsist, retain, provide, prolong or renew any guarantee (Sw. *borgen*, or its equivalent in any other jurisdiction) or Security over any of its/their assets (present or future) to secure any Financial Indebtedness, provided however that the Group Companies have a right to retain, allow to subsist, provide, prolong and renew any Permitted Security.

13.8 Insurances

The Issuer shall, and shall ensure that all other Group Companies will, maintain insurances on and in relation to its business and assets against those risks and to the extent as is commercially available and usual for companies carrying on the same or substantially similar business.

13.9 Clean Down Period

The Issuer shall procure that during each calendar year, there shall be a period of three (3) consecutive days during which the amount outstanding (and in respect of ancillaries, utilised or drawn) under the Super Senior Revolving Credit Facility Agreement (excluding guarantees), less Cash and Cash Equivalents of the Group, amounts to zero (0) or less. Not less than three (3) months shall elapse between two such periods.

13.10 Listing of the Notes

- (a) The Issuer shall ensure that the Notes are listed at the corporate bond list on NASDAQ ~~OMX~~-Stockholm, or if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, no later than nine (9) months after the First Issue Date and shall take all measures required to ensure that the Notes, once listed on NASDAQ ~~OMX~~-Stockholm (or any other Regulated Market, as applicable), continue being listed on NASDAQ ~~OMX~~-Stockholm (or any other Regulated Market, as applicable) for as long as any Note is outstanding (however taking into account the rules and regulations of NASDAQ ~~OMX~~-Stockholm (or any other Regulated Market, as applicable) and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes).
- (b) Upon any issuance of Subsequent Notes, the Issuer shall promptly, but no later than ten (10) Business Days after the relevant issue date, procure that the volume of the Notes listed is increased accordingly.

13.11 Intercompany Loans

- (a) The principal of any Intercompany Loan granted to a Subsidiary with net proceeds from the issuance of Subsequent Notes shall become subject to the Transaction Security and the Issuer shall, or ensure that the relevant grantor shall, enter into a loan pledge agreement with the Security Agent (in form and substance reasonably satisfactory to the Security Agent) for the purpose of creating Security over the principal of such Intercompany Loan in favour of the Secured Parties.
- (b) The Intercompany Loans may only be repaid (or prepaid as the case may be) in accordance with the Intercreditor Agreement, but may always be repaid or prepaid to the extent the interest received by the Issuer under the other Intercompany Loans is not sufficient to service the payment obligations under these Terms and Conditions.

13.12 Subordination and accession to the Intercreditor Agreement

The following loans shall be subordinated to the Notes by way of the relevant creditor(s) and/or debtor(s) under such loans acceding to the Intercreditor Agreement:

- (a) Shareholder Loans and/or loans under the Investor Documents (other than the lenders under the Investor Loan);
- (b) Long Term Loans granted by a member of the Group to a Pledged Group Company and the principal amount of which in aggregate exceeds EUR 2,000,000 per debtor;
- (c) Long Term Loans with an aggregate principal amount exceeding EUR 2,000,000 per debtor and granted by a Group Company to a Group Company who is a creditor under a Pledged Intercompany Loan; and; and
- (d) Long Term Loans between Group Companies (other than Pledged Intercompany Loans) the principal amount of which in aggregate exceeds EUR 10,000,000 per debtor (other than loans to Polygon US Corporation and Polygon US Rapid Refile Corp).

13.13 Conditions Subsequent

The Issuer shall provide to the Agent evidence, in form and substance satisfactory to the Agent, showing that any Existing Security has been released, as soon as possible after the conditions set out in Clause 4.1(b) have been fulfilled and the payments from the Escrow Account has been made, but no later than 20 Business Days after the First Issue Date.

14. Events of Default and Acceleration of the Notes

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.10 (*Acceleration of the Notes*)) is an Event of Default.

Place: Stockholm, Sweden

Date: ~~==~~ 16 April 2014

For and behalf of

Polygon AB (publ)

as Issuer

Title:

Name:

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

Place: Stockholm, Sweden

Date: ~~==~~ 16 April 2014

Nordic Trustee & Agency AB (publ)

as Agent

Name:

Schedule 2

POWER OF ATTORNEY

For the Meeting in respect of Polygon AB (publ)'s Notes (ISIN SE0005878535) for which notice was given on 11 October 2016.

Person/entity that is given authorisation (Sw. <i>Befullmäktigad</i>) to vote, including voting instruction, at the Meeting:	
Name	
Company	Day time telephone number
Reg. No / Id. No	Email
For	Nominal Amount EUR
Against	Nominal Amount EUR
Abstain	Nominal Amount EUR

We hereby confirm that the person/entity specified above (Sw. *Befullmäktigad*) has the right to vote for the Nominal Amount that we represent.

We represent an aggregate Nominal Amount of: EUR _____

We are:

☐

Registered as holder on the Securities Account:

☐

Other intermediary and holds the Notes through (specify below)

Place, date: _____

Day time telephone number

Authorised signature of holder

E-mail

Noteholders that wish to receive the Early Bird Consent Fee should not issue this power of attorney, but should use the consent voting instruction form annexed to the Consent Solicitation Memorandum.