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Stockholm, 9 April 2025

To the Bondholders in:

ISIN: SE0017132442 – Företagsparken Norden Holding AB (publ) Maximum SEK 1,000,000,000 Senior Unsecured Callable Floating Rate Bonds 2022/2025

## NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND THE TERMS AND CONDITIONS

This voting request for procedure in writing has been sent on 9 April 2025 to bondholders directly registered as of 8 April 2025 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding bonds on behalf of someone else on a Securities Account, please forward this notice to the bondholder you represent as soon as possible. For further information, please see below under Section 6.3 (*Voting rights and authorisation*).

### Key information

Record Date for being eligible to vote:	17 April 2025
Deadline for voting:	15:00 CEST on 30 April 2025
Quorum requirement:	At least fifty (50) per cent. of the Adjusted Nominal Amount
Majority requirement:	More than two thirds ( $66\frac{2}{3}$ ) per cent. of the Adjusted Nominal Amount for which Bondholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the holders of the bonds (the “**Bondholders**”) in the abovementioned bond issue SE0017132442 with an aggregated amount outstanding of SEK 500,000,000 (the “**Bonds**”) issued by Företagsparken Norden Holding AB (publ) (the “**Issuer**”, and together with each of its subsidiaries from time to time, the “**Group**”). The Group holds Bonds in a total amount of SEK 57,500,000.

In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the requests presented herein.

All capitalised terms used herein and not otherwise defined in this notice (this “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds as amended and/or restated from time to time (the “**Terms and Conditions**”).

Prior to voting in this Written Procedure, each Bondholder shall carefully review and assess the risk factors set out in Section 5 (*Risk factors relating to the Issuer and the Request*).

The Request (as defined below) is presented to the Bondholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Request (and their effects, should they be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and their effects, should they be adopted). The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

Bondholders participate by completing and sending to the Agent the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) or to the Agent other sufficient evidence, if the Bonds are held in custody other than by the CSD. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Bondholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney no later than 15:00 CEST on 30 April 2025 either by mail, courier or email to the Agent using the contact details set out in Section 6.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 17 April 2025 (the “**Record Date**”) as further set out in Section 6.3 (*Voting rights and authorisation*). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

## 1. Background

On 27 March 2025, the Group announced that Bain Capital, a leading global investment firm, had made a EUR 150 million (SEK 1.6 billion) investment in the Group (the “**Investment**”). The Investment was carried out through the acquisition of 15.9 per cent. of existing common shares and the subscription of new preference shares, following which the Group has a cash position of over SEK 1 billion and a net LTV lower than 30 per cent.

In parallel to the financing from Bain Capital, the Group has worked diligently to refinance its existing debt and is currently in active discussions with multiple domestic and international lenders (the “**New Lenders**”) to refinance the majority of the Group’s existing debt including the Bonds (the “**Refinancing**”).

Discussions with the New Lenders are well progressed and the Group anticipates that the Refinancing will take place within three (3) to six (6) months. However, due to current uncertainty in global financial markets, the Group is for the sake of prudence asking for the approval from Bondholders to extend the Final Redemption Date of the Bonds by up to twelve (12) months to facilitate the Refinancing in a controlled manner.

Following the Refinancing, the Group will be well capitalised and ready to pursue its long-term growth strategy with the ambition to become one of the leading light industrial real estate companies in the Nordics.

Against this background, the Issuer asks the Bondholders to approve the Issuer’s proposal to amend the Terms and Conditions, as further described in Section 2 (*Proposed Amendments to the Terms and Conditions*) in this Notice.

## 2. Proposed Amendments to the Terms and Conditions

The Issuer proposes to amend the Terms and Conditions as described below (the “**Proposed Amendments**”). The amendments to the Terms and Conditions will be implemented by way of amended and restated Terms and Conditions for the Bonds (the “**Amended and Restated Terms and Conditions**”).

As a consequence of the Proposed Amendments, certain consequential editorial amendments and updates to the Terms and Conditions may be required.

### Final Redemption Date

The Issuer proposes that the Bondholders approve an extension of the Final Redemption Date under the Terms and Conditions of the Bonds, by up to twelve (12) months (the “**Proposed Extension**”).

If the Proposed Extension is approved in accordance with the terms of this Written Procedure, the Issuer shall determine the exact length of the extension, provided that such extension shall not exceed twelve (12) months (i.e. from 9 May 2025 to 9 May 2026).

The issuer shall announce the finally determined extended Final Redemption Date by way of a press release no later than immediately following the conclusion of this Written Procedure.

### Further Proposed Amendments to the Terms and Conditions

The further Proposed Amendments to the Terms and Conditions are described below (whereas red and crossed out text indicate deletions (i.e., ~~deletions~~)). Please note that consequential adjustments as a result of the Proposed Amendments have been left out if not deemed material for the Bondholders.

The Issuer proposes to amend Clause 14.1 (*Distributions*) as follows:

“(a) The Issuer shall not, and shall procure that none of its Subsidiaries will:

- (i) make or pay any dividend, charge, fee, (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital;
- (ii) repurchase any of its own shares;
- (iii) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to shareholders;
- (iv) repay principal or pay accrued or deferred interest under any shareholder loan;
- (v) repay principal or pay accrued or deferred interest under any Hybrid Instruments; or
- (vi) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the Issuer’s or the Subsidiaries’ direct and indirect shareholders or the Affiliates of such direct and indirect shareholders,

the transactions set out in paragraphs (i) to (vi) above are together and individually referred to as a “Restricted Payment”.

(b) Notwithstanding paragraph (a) above (in each case provided that such Restricted Payment is permitted by law ~~and that no Event of Default is continuing or would result from such Restricted Payment~~) a Restricted Payment may be made if made:

~~(i) to the Issuer or a wholly-owned Subsidiary of the Issuer or, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis or better for the Group;~~

~~(ii) by the Issuer after the end of the financial year 2022 and provided that:~~

~~(A) the Incurrence Test is met; and~~

~~(B) the aggregate amount of all Restricted Payments of the Group in a financial year (including the Restricted Payment in question and any Restricted Payment made pursuant to this paragraph (ii) and paragraph (iii) below, but excluding any Restricted Payment made in accordance with paragraphs (i) and (iv)) does not exceed fifty (50.00) per cent. of the Management Profit according to the Financial Statements for the financial year 2022 or any following financial year (and without accumulation of profits from previous financial years);~~

~~(iii) by the Issuer if such Restricted Payment is in respect of:~~

~~(A) dividends on any preference shares (Sw. *preferensaktier*) issued by the Issuer from time to time;~~

~~(B) payment of principal or accrued or deferred interest under any Subordinated Debt (for avoidance of doubt, not including payments under paragraph (iii)(E)) provided that the Incurrence Test is met;~~

~~(C) dividends on its common shares, provided that the articles of association of the Issuer (at the time of the making of the Restricted Payment) explicitly require that the relevant Restricted Payment is made in respect of the common shares (or a certain class of common shares) in order to permit the making of other dividends in respect of another specified class of common share in the Issuer which is entitled to a greater multiple or quota of dividends (the “Dividend Common Shares”) than the mentioned common share in this paragraph (C);~~

~~(D) dividends on any Dividend Common Shares; or~~

~~(E) payments of accrued or deferred interest on Hybrid Instruments, provided that such Hybrid Instruments have been issued following a public offering and on market terms,~~

~~provided in each case that the aggregate amount of all such Restricted Payments in any financial year (including the Restricted Payment in question) does not exceed SEK 35,000,000; and~~

~~(iv) by the Issuer if such Restricted Payment is a payment of principal and interest under Hybrid Instruments in connection with a refinancing in part or in full of such Hybrid Instruments financed by:~~

~~(A) the issuance of new preference shares or otherwise by equity or new Hybrid Instruments;~~

~~(B) the incurrence of new Financial Indebtedness which ranks at least pari passu to the obligations of the Issuer under the Finance Documents; or~~

~~(C) the incurrence of Subordinated Debt;~~

~~provided that the Incurrence Test is met in relation to any such Restricted Payment financed in accordance with paragraph (B) above.”~~

### 3. Request

The Bondholders are asked to confirm that the Bondholders agree to the Proposed Amendments set out in Section 2 (*Proposed Amendments to the Terms and Conditions*) (the “Request”).

**The Issuer requests that the Bondholders submit their votes as soon as possible, even if the voting period has not ended. Please refer to section 6.2 (*Decision procedure*) for further details on the voting procedure.**

### 4. Effective date

The Request shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite quorum participation and majority vote as set forth in Sections 6.5 (*Quorum*) and 6.6 (*Majority*) or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

The Issuer and the Agent shall, in order to implement the Proposed Amendments, enter into the Amended and Restated Terms and Conditions, whereby the Amended and Restated Terms and Conditions shall only enter into effect when the Agent has received the following documents and evidences:

- (a) a copy of a resolution from the board of directors of the Issuer approving the terms of the Amended and Restated Terms and Conditions and any other transactions contemplated in relation thereto; and
- (b) a duly executed copy of the Amended and Restated Terms and Conditions.

The Issuer and the Agent may agree to take any further action deemed necessary in order to implement the Proposed Amendments.

## **5. Risk factors relating to the Issuer and the Request**

The holding of the Bonds and amendments to the Terms and Conditions contemplated by the Request entail certain risks and each Bondholder should carefully review the non-exhaustive list of certain risk factors set out below before voting in this Written Procedure. The Issuer does not represent that the risks of the holding any Bonds or of the Request are exhaustive.

### *Extension of maturity of the Bonds*

Even though the Bondholders vote in favour of the Request, there can be no assurance that the Group will be able to comply with the Amended and Restated Terms and Conditions and to continue to service its debt obligations under the Bonds. Events beyond the Group's control, including changes in the economic and business conditions in which the Group operates, may affect the Group's ability to comply with the Amended and Restated Terms and Conditions and events may occur during the extended maturity of the Bonds which affects the Group negatively.

The extension of the maturity of the Bonds entails an extended period of credit risk vis-à-vis the Issuer and the Group for the Bondholders and there can be no assurance that no material adverse circumstances will arise between the original maturity date and the extended maturity date or that the Group will be able to refinance the Bonds at the extended maturity. The Group's ability to successfully refinance the Bonds is dependent on the conditions of the capital markets and its financial condition at such time. The Group may not have adequate access to sufficient financing sources, or at all, at such time. The Group's inability to refinance its debt obligations would have a material adverse effect on the Bondholders' recovery under the Bonds.

### *Refinancing risk*

The Issuer's ability to refinance the Bonds at the extended maturity date depends on a number of factors, such as market conditions, the availability of cash flows from operations, intra-group loan arrangements and access to additional debt financing. In addition, restrictions in relation to the Group's debt financing arrangements as well as adverse developments in the credit markets and other future adverse developments, such as the further deterioration of the overall financial markets or a worsening of general economic conditions, could have a material adverse effect on the Group's ability to borrow funds as well as the cost and other terms of funding. There can be no assurance that such funds will be available at a commercially reasonable cost, or at all, and consequently, there can be no assurance that the Issuer will be able to refinance the Bonds when they mature even if the Bondholders vote in favour of the Request.

### *Written procedure*

The Terms and Conditions allow for stated majorities of Bondholders to bind all Bondholders, including Bondholders who have not taken part in the Written Procedure and those who have voted contrarily to the majority vote. Consequently, the actions of the majority in the Written Procedure could impact a Bondholder's rights in a manner that would be undesirable from such Bondholder's perspective.

## **6. Written Procedure**

The following instructions need to be adhered to in the Written Procedure.

### **6.1 Final date to participate in the Written Procedure**

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 15:00 CEST, on 30 April 2025. Votes received thereafter may be disregarded.

### **6.2 Decision procedure**

The Agent will determine if received replies are eligible to participate in the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken in the Written Procedure will:

- (a) be sent by notice to the Bondholders; and
- (b) be published on the websites of the Issuer and the Agent.

A matter decided in the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

### **6.3 Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date (17 April 2025) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account; or
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds.

### **6.4 Bonds registered with a nominee**

If you are not registered as a direct registered owner as set forth in Section 6.3(a), but your Bonds are held through a registered authorised nominee or another intermediary as set forth in Section 6.3(b), you may have two different options to influence the voting for the Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Bondholder of the Securities Account, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

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

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

## **6.5 Quorum**

To approve the Request, Bondholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 18.4.6 of the Terms and Conditions with respect to the Request.

## **6.6 Majority**

More than two thirds ( $\frac{66\frac{2}{3}}$ ) per cent. of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure must consent to the Request in order for it to pass.

## **6.7 Address for sending replies**

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Bonds are held in custody other than Euroclear Sweden AB, by regular mail, scanned copy by e-mail, or by courier to:

### **By regular mail:**

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Företagsparken Norden Holding AB (publ)  
P.O. Box 7329  
SE-103 90 Stockholm

### **By courier:**

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Företagsparken Norden Holding AB (publ)  
Norrländsgatan 16 (3<sup>rd</sup> floor)  
SE-111 43 Stockholm

### **By e-mail:**

voting.sweden@nordictrustee.com

## **7. FURTHER INFORMATION**

For further questions regarding the Request, please contact the Issuer with the following contact information: Att. Angelica Holm, acting CEO, email: [angeelica.holm@foretagsparken.se](mailto:angeelica.holm@foretagsparken.se).

For further questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at [voting.sweden@nordictrustee.com](mailto:voting.sweden@nordictrustee.com) or +46 8 783 79 00.

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**Stockholm, 9 April 2025**

**NORDIC TRUSTEE & AGENCY AB (PUBL)  
As Agent**

**Enclosed:**

<b>Schedule 1</b>	Voting Form
<b>Schedule 2</b>	Power of Attorney/Authorisation

# VOTING FORM

## Schedule 1

For the Written Procedure in Företagsparken Norden Holding AB (publ) Maximum SEK 1,000,000,000 Senior Unsecured Callable Floating Rate Bonds 2022/2025 with ISIN SE0017132442.

The undersigned Bondholder or authorised person/entity (the “**Voting Person**”), votes either **For** or **Against** the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Bondholder hereby confirms that this Voting Form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request.

*NOTE: If the Voting Person is not registered as Bondholder, the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 9 April 2025.

**For** the Request

**Against** the Request

Name of the Voting Person:

\_\_\_\_\_

Capacity of the Voting Person:

Bondholder:  <sup>1</sup> authorised person:  <sup>2</sup>

Voting Person's reg.no/id.no  
and country of incorporation/domicile:

\_\_\_\_\_

Securities Account number at Euroclear Sweden AB:  
(if applicable)

\_\_\_\_\_

Name and Securities Account number of custodian(s):  
(if applicable)

\_\_\_\_\_

Nominal Amount voted for (in SEK):

\_\_\_\_\_

Contact person, daytime telephone number and e-mail  
address:

\_\_\_\_\_

\_\_\_\_\_  
Authorised signature and Name <sup>3</sup>

\_\_\_\_\_  
Place, date:

<sup>1</sup> When voting in this capacity, no further evidence is required.

<sup>2</sup> When voting in this capacity, the person/entity voting must also enclose a Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date.

<sup>3</sup> If the undersigned is not a Bondholder and has marked the box “authorised person”, the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

# POWER OF ATTORNEY/AUTHORISATION

## Schedule 2

For the Written Procedure in Företagsparken Norden Holding AB (publ) Maximum SEK 1,000,000,000 Senior Unsecured Callable Floating Rate Bonds 2022/2025 with ISIN SE0017132442.

**NOTE:** This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder on the Securities Account, held with Euroclear Sweden AB. It must always be established a coherent chain of power of attorneys derived from the Bondholder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 9 April 2025.

Name of person/entity that is given authorisation (Sw. *befullmäktigad*) to vote as per the Record Date:

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Nominal Amount (in SEK) the person/entity is authorised to vote for as per the Record Date:

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Name of Bondholder or other intermediary giving the authorisation (Sw. *fullmaktsgivaren*):

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We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote in the Written Procedure (and any second Written Procedure) for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of SEK \_\_\_\_\_

We are:

Registered as Bondholder on the Securities Account

Other intermediary and holds the Bonds through (specify below):

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Place, date: \_\_\_\_\_

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Name:

Authorised signature of Bondholder/other intermediary (Sw. *fullmaktsgivaren*)