

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.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. THE NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OF AMERICA OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.



# MaxFASTIGHETER

## TERMS AND CONDITIONS

for

**MAXFASTIGHETER I SVERIGE AB (PUBL)**

**MAXIMUM SEK 500,000,000**

**SENIOR UNSECURED FLOATING RATE NOTES 2019/2023**

originally dated 20 November 2019 as amended on 7 January 2020

**ISIN: SE0013460243**

First Issue Date 22 November 2019

## PRIVACY NOTICE

The Issuer and the Agent as data controllers 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 and the 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 and the Agent in relation to items (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 item (d), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer or 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 and the 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 contact details for its Data Protection Officer is [info@maxfastigheter.se](mailto:info@maxfastigheter.se) and the Agent's address, and contact details for its respective Data Protection Officer, are found on its website [www.nordictrustee.se](http://www.nordictrustee.se).

## TABLE OF CONTENTS

1	DEFINITIONS AND CONSTRUCTION .....	4
2	STATUS OF THE NOTES.....	10
3	USE OF PROCEEDS.....	11
4	CONDITIONS PRECEDENT.....	11
5	NOTES IN BOOK-ENTRY FORM.....	12
6	RIGHT TO ACT ON BEHALF OF A NOTEHOLDER .....	12
7	PAYMENTS IN RESPECT OF THE NOTES .....	13
8	INTEREST .....	13
9	REDEMPTION AND REPURCHASE OF THE NOTES .....	14
10	INFORMATION TO NOTEHOLDERS.....	15
11	FINANCIAL UNDERTAKINGS .....	17
12	GENERAL UNDERTAKINGS .....	18
13	ACCELERATION OF THE NOTES .....	21
14	DISTRIBUTION OF PROCEEDS.....	22
15	DECISIONS BY NOTEHOLDERS.....	23
16	NOTEHOLDERS' MEETING.....	26
17	WRITTEN PROCEDURE .....	26
18	AMENDMENTS AND WAIVERS.....	27
19	APPOINTMENT AND REPLACEMENT OF THE AGENT .....	27
20	APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT.....	30
21	APPOINTMENT AND REPLACEMENT OF THE CSD.....	31
22	NO DIRECT ACTIONS BY NOTEHOLDERS .....	31
23	TIME-BAR .....	31
24	NOTICES .....	31
25	FORCE MAJEURE AND LIMITATION OF LIABILITY.....	32
26	GOVERNING LAW AND JURISDICTION .....	32

## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions

In these terms and conditions (these “**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 international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate of a Group Company, irrespective of whether such person is directly registered as owner of such Notes.

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other person or entity owning any Notes (irrespective of whether such person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i). For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

“**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), reg. no. 556882-1879, or another party replacing it as Agent in accordance with these Terms and Conditions.

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*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.

“**Cash and Cash Equivalent**” means the cash and cash equivalents in accordance with the most recent Financial Report.

“**Change of Control Event**” means the occurrence of an event or series of events whereby one or more persons, acting in concert, acquire control, directly or indirectly, over more than 50 per cent. of the voting shares of the Issuer, or the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“**Compliance Certificate**” means a certificate, in form and substance satisfactory to the Agent (acting reasonably), signed by the Issuer certifying compliance with the Incurrence Test or Maintenance Test (as applicable) (including figures in respect of the relevant financial tests and the basis on which they have been calculated). The Compliance Certificate shall include information on the number of Notes held by a Group Company or any Affiliate of a Group Company (if any).

**“CSD”** means the Issuer’s central securities depository and registrar in respect of the Notes, initially Euroclear Sweden AB, 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 (*skuldbok*) kept by the CSD in respect of the Notes.

**“Delisting Event”** means the delisting of the ordinary shares in the Issuer from a Regulated Market or MTF.

**“EBITDA”** means, in respect of the Reference Period, the consolidated profit of the Group, from ordinary activities according to the latest Financial Reports:

- a) before deducting any amount of tax on profits, gains or income paid or payable by any Group Company;
- b) before deducting any Net Finance Charges;
- c) before taking into account any extraordinary or exceptional items which are not in line with the ordinary course of business;
- d) before taking into account any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;
- e) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- f) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- g) plus or minus the Group’s share of the profits or losses of entities which are not part of the Group/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;
- h) after adding any amounts claimed under loss of profit, business interruption or equivalent insurance, provided that it is reasonably likely (determined in good faith by the management of the Issuer after its best assessment) that the Group will be entitled to receive insurance proceeds under such insurance claims; and
- i) after adding back any amount attributable to the amortisation, depreciation, impairment or depletion of assets of members of the Group.

**“Equity”** means the aggregate of (i) the consolidated non-distributable equity (*bundet eget kapital*), (ii) distributable equity (*fritt eget kapital*) and (iii) Subordinated Loans of the Group as per the latest Financial Report.

**“Equity Ratio”** means the ratio (expressed as a percentage) of Equity to Total Assets.

**“Existing Notes”** means the Issuer’s maximum SEK 500 million senior unsecured floating rate notes 2017/2020 with ISIN SE0010297283.

**“Event of Default”** means an event or circumstance specified in Clause 13.1.

**“Finance Charges”** means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any Group Company according to the latest Financial Report(s) (calculated on a consolidated basis)

other than Transaction Costs, capitalised interest in respect of any loan owing to any Group Company or any shareholder loan and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.

**“Final Maturity Date”** means the date falling three years and six months after the First Issue Date.

**“Finance Documents”** means these Terms and Conditions and any other document designated by the Issuer and the Agent (on behalf of itself and the Noteholders) as a Finance Document.

**“Financial Indebtedness”** means any indebtedness in respect of:

- a) moneys borrowed (including Market Loans);
- b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability), provided that any leases which at the First Issue Date are treated as being operating leases, shall not be considered as being finance leases due to any subsequent change in the Accounting Principles;
- c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- d) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- e) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from, the fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- f) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- g) without double-counting, liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs a) to f) above.

**“Financial Instruments Accounts Act”** means the Swedish Financial Instruments Accounts Act (*lagen (1998:1479) om kontoföring av finansiella instrument*).

**“Financial Report”** means the Group's annual audited consolidated financial statements or quarterly interim unaudited reports of the Group, which shall be prepared and made available in accordance with Clause 10.1.1.

**“First Call Date”** means the date falling 18 months after the First Issue Date.

**“First Issue Date”** means 22 November 2019.

**“Force Majeure Event”** has the meaning set out in Clause 25.1.

**“Group”** means the Issuer and its Subsidiaries from time to time (each a **“Group Company”**).

**“Incurrence Test”** means the incurrence test set out in Clause 11.2 (*Incurrence Test*).

**“Initial Note Issue”** has the meaning set out in Clause 2.3.

**“Initial Notes”** means the Notes issued on the First Issue Date.

**“Insolvent”** means, in respect of a relevant person, that it is unable or admits inability to pay its debts as they fall due, suspends or declares that it will suspend making payments on any of its debts or, by reason of actual financial difficulties, commences negotiations with all or substantially all of its known creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness or is subject to involuntary winding-up, dissolution or liquidation.

**“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 Finance Charges.

**“Interest Payment Date”** means 15 March, 15 June, 15 September and 15 December in 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 (with the first Interest Payment Date on 15 March 2020 and the last Interest Payment Date being the Final Maturity Date (or any Redemption Date prior thereto)).

**“Interest Period”** means the period from (but excluding) (i) the Issue Date of a Note or (ii) the previous Interest Payment Date (as applicable), up to (and including) (i) the subsequent Interest Payment Date or (ii) the Final Maturity Date (or any Redemption Date prior thereto).

**“Interest Rate”** means STIBOR plus the Margin, *per annum*.

**“Issue Date”** means the First Issue Date and any subsequent issue date on which Subsequent Notes are issued.

**“Issuer”** means MaxFastigheter i Sverige AB (publ), a public limited liability company incorporated under the laws of Sweden with reg. no. 556937-5487.

**“Issuing Agent”** means Arctic Securities AS, filial Sverige, reg. no. 516408-5366, or another party replacing it as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

**“Legal Reservations”** means the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors.

**“Listing Failure”** means a failure to list the Initial Notes within 60 days after the First Issue Date on Nasdaq Stockholm or any other Regulated Market.

**“Loan to Value Ratio”** means the ratio (expressed as a percentage) of Net Interest Bearing Debt to the Total Market Value for all Properties.

**“Maintenance Test”** means the maintenance test set out in Clause 11.1 (*Maintenance Test*)

**“Margin”** means 5.25 per cent. *per annum*.

**“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 or be quoted on Nasdaq Stockholm or any other Regulated Market or MTF.

**“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 the Terms and Conditions; or
- c) (subject to the Legal Reservations) the validity or enforceability of the Finance Documents.

**“MTF”** means any multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments).

**“Net Finance Charges”** means, for the Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Reference Period to any Group Company and any interest income relating to Cash or Cash Equivalents (and excluding any interest capitalised on shareholder loans).

**“Net Interest Bearing Debt”** means the aggregate of all interest bearing debt (including debt instruments with payment in kind interest but excluding any loans between Group Companies) according to the latest Financial Report(s) less Cash and Cash Equivalents.

**“Net Proceeds”** means the proceeds from a Note Issue after deduction has been made for the Transaction Costs.

**“Nominal Amount”** has the meaning set out in Clause 2.3.

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

**“Note Issue”** means the Initial Note Issue and any Subsequent Note Issue.

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

**“Noteholders’ Meeting”** means a meeting among the Noteholders held in accordance with Clause 16 (*Noteholders’ Meeting*).

**“Property”** means any real property owned by a member of the Group from time to time, jointly referred to as the **“Properties”**.

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

**“Record Date”** means (i) the fifth Business Day prior to the Redemption Date or an Interest Payment Date (as applicable) or (ii) if the standard generally applied in the Swedish bond market is a Business Day which is closer to the relevant payment date, the Business Day prior to the Redemption Date or the Interest Payment Date (as applicable) which follows the standard generally applied in 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*).

**“Reference Banks”** means Svenska Handelsbanken AB (publ), Skandinaviska Enskilda Banken AB (publ), Nordea Bank Abp, filial i Sverige and Swedbank AB (publ) (or such other bank(s) as may be appointed by the Issuing Agent in consultation with the Issuer).

**“Reference Date”** means 31 March, 30 June, 30 September and 31 December each year so long as any Note is outstanding.

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

**“Restricted Payment”** has the meaning set out in Clause 12.1 (*Distributions*).

**“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.

**“Sole Bookrunner”** means Arctic Securities AS, filial Sverige, reg. no. 516408-5366 in its capacity as sole bookrunner for a Note Issue.

**“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 comparable to the relevant Interest Period; or
- b) if no rate 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
- c) if no quotation is available pursuant to paragraph b), 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; and

if any such rate is below zero, STIBOR will be deemed to be zero.

**“Subsequent Note Issue”** has the meaning set out in Clause 2.4.

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

**“Subordinated Loan”** means any Market Loan incurred by the Issuer that is (i) subordinated to the obligations of the Issuer under the Notes, (ii) has a final redemption date, or if applicable, early redemption dates or instalments, that occurs after the Final Maturity Date, and (iii) is (or will upon its issuance be) included as equity in the relevant Financial Report(s).

**“Subsidiary”** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

**“Swedish Kronor”** and **“SEK”** means the lawful currency of Sweden at the date of these Terms and Conditions.

**“Total Assets”** means by reference to the consolidated balance sheet of the Group, the consolidated book-value of all assets of the Group as per the latest Financial Report.

**“Total Market Value”** means the aggregate of the Value for all Properties.

**“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 acquisitions, investments, capital markets transactions, a Note Issue and the admission to trading of the Notes (including but not limited to fees to the Sole Bookrunner and the Issuing Agent for the services provided in relation to the placement and issuance of the Notes).

**“Value”** means the market value of a Property as set out in the most recent Valuation Report for the relevant Property.

**“Valuation Report”** means a valuation report of a Property specifying the Value of such Property, which must not be older than twelve months and prepared by an independent and reputable firm of appraisers acting on the Swedish market appointed by the Issuer.

**“Written Procedure”** means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 17 (*Written Procedure*).

## **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 regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, body, agency or department;
- d) a provision of law 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 (*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 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.

## **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 Each Noteholder is bound by these Terms and Conditions and the other Finance Documents without there being any further actions required to be taken or formalities to be complied with. Each Noteholder acknowledges and agree, either by subscribing for or acquiring Notes, that the Notes are subject to these Terms and Conditions and the other Finance Documents.

2.3 The nominal amount of each Note is SEK 1,250,000 (the **“Nominal Amount”**). The Total Nominal Amount of the Initial Notes is SEK 200,000,000 (the **“Initial Note Issue”**). All Initial Notes are issued on a fully paid basis at an issue price of 98.5 per cent. of the Nominal Amount.

2.4 The Issuer may, at one or several occasions after the First Issue Date, issue Subsequent Notes (each such issue, a **“Subsequent Note Issue”**), so long as the Total Nominal Amount under such Subsequent Note Issue(s) and the Initial Note Issue does not exceed SEK 500,000,000 and in each case provided that the Incurrence Test (tested *pro forma* including such Subsequent Note Issue) is met. 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 a discount or at a premium compared to the Nominal Amount.

- 2.5 The Notes constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory law and without any preference among them.
- 2.6 Upon a transfer of Notes, all rights and obligations under these Terms and Conditions and the other Finance Documents in relation to such Notes are automatically transferred to the transferee.
- 2.7 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 laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.8 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 Net Proceeds from each Note Issue, towards acquisitions, investments and for general corporate purposes of the Group.

### **4 CONDITIONS PRECEDENT**

#### **4.1 Conditions precedent to the First Issue Date**

The Issuer shall provide the following documents and evidence to the Agent prior to the First Issue Date:

- a) copy of the articles of association and a certificate of registration of the Issuer;
- b) copies of necessary corporate resolutions (including authorisations) from the Issuer approving the relevant Notes Issue;
- c) a duly executed copy of the Terms and Conditions;
- d) a duly executed copy of the Agency Agreement; and
- e) an agreed form Compliance Certificate.

#### **4.2 Conditions precedent to a Subsequent Note Issue**

The Issuer shall provide the following documents and evidence to the Agent prior to the Issue Date for any Subsequent Notes:

- a) copy of the articles of association and a certificate of registration of the Issuer;
- b) copies of necessary corporate resolutions (including authorisations) from the Issuer approving the relevant Notes Issue; and
- c) a Compliance Certificate from the Issuer confirming that the Incurrence Test (tested *pro forma* including the relevant Subsequent Note Issue) is met.

### **4.3 The Agent**

- 4.3.1 The Agent is not obliged to review the documents and evidence referred to in this Clause 4 from a legal or commercial perspective of the Noteholders. The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 (*Conditions precedent to the First Issue Date*) or Clause 4.2 (*Conditions precedent to a Subsequent Note Issue*) (as applicable), is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.
- 4.3.2 The Agent shall confirm to the Issuing Agent when it has received the documents and evidences as set out in Clause 4.1 (*Conditions precedent to the First Issue Date*) or Clause 4.2 (*Conditions precedent to a Subsequent Note Issue*) (as applicable).

## **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.
- 5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will, 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 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 For the purpose of or in connection with any Noteholders' Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the Debt Register. If the Agent does not otherwise obtain information from the Debt Register as contemplated under these Terms and Conditions, the Issuing Agent shall at the request of the Agent obtain information from the Debt Register and provide it to the Agent.
- 5.5 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.
- 5.6 At the request of the Agent, the Issuer shall promptly instruct the Issuing Agent to obtain information from the Debt Register and provide it to the Agent.
- 5.7 The Issuer and the Agent may use the information from the Debt Register only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Noteholder or third party, unless necessary for such purposes. In addition, the Issuer shall upon request disclose information from the Debt Register to a Noteholder in relation to matters that may require consent of Noteholders representing at least 66 2/3 per cent. of the Adjusted Nominal Amount.

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

- 6.1 If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and authorising such person.

- 6.2 A Noteholder may issue one or several powers of attorney 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 proof of authorisation that has been provided to it pursuant to Clause 6.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

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

- 7.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes requested by a Noteholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Noteholder on the Record Date immediately prior to the relevant payment date.
- 7.2 If a Noteholder has registered, 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. In other cases, payments will be transferred by the CSD to the Noteholder at the address registered with the CSD on the Record Date. 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 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 or the CSD (as applicable) was aware that the payment was being made to a person not entitled to receive such amount.
- 7.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with a Note Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse any stamp duty or public fee or to gross-up any payments under the Terms and Conditions by virtue of any withholding tax.

## **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 Finance Documents 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 per cent. higher *per annum* than the Interest Rate for such Interest Period. Accrued 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 REDEMPTION AND REPURCHASE OF THE NOTES**

### **9.1 Redemption at maturity**

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date (or, to the extent such day is not a Business Day and if permitted under the CSD's applicable regulations, on the first following Business Day) with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest.

### **9.2 Purchase of Notes by the Issuer and any other Group Company**

The Issuer and any other Group Company may, subject to applicable law, at any time and at any price purchase Notes on the market or in any other way. Notes held by the Issuer or any other Group Company may at their discretion be retained or sold and the Issuer may cancel Notes held by it.

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

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

- a) 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 102.625 per cent. of the Nominal Amount;
- b) 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 101.8375 per cent. of the Nominal Amount;
- c) 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 101.05 per cent. of the Nominal Amount; and
- d) 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 per cent. of the Nominal Amount,

in each case together with accrued but unpaid interest.

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

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.

## **9.5 Redemption notice**

Redemption in accordance with Clause 9.3 (*Voluntary total redemption (call option)*) or 9.4 (*Early redemption due to illegality (call option)*) shall be made by the Issuer giving not less than 20 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 the relevant Record Date and shall be irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amounts.

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

9.6.1 Upon the occurrence of a Change of Control Event, Listing Failure or Delisting Event, each Noteholder shall during a period of 60 Business Days from the effective date of a notice from the Issuer of the occurrence of the Change of Control Event pursuant to Clause 10.1.3 (after which period such right shall lapse) have the right to request that some, or all 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.

9.6.2 The notice from the Issuer pursuant to Clause 10.1.3 shall specify 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 10.1.3. The Redemption Date must fall no later than 20 Business Days after the end of the period referred to in Clause 9.6.1.

## **9.7 General**

9.7.1 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9, the Issuer may comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9 by virtue of the conflict.

9.7.2 Any Notes repurchased by the Issuer pursuant to this Clause 9 may at the Issuer's discretion be retained, sold or cancelled.

# **10 INFORMATION TO NOTEHOLDERS**

## **10.1 Information from the Issuer**

10.1.1 The Issuer shall make the following information available to the Noteholders in Swedish or English language by way of publication on the website of the Issuer:

- a) as soon as the same become available, but in any event within four 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 months after the end of each quarter of its financial year, its quarterly unaudited consolidated financial statements or the year-end report (*bokslutskommuniké*) (as applicable) for such period prepared in accordance with the Accounting Principles; and

- c) any other information required by the Swedish Securities Markets Act (*lagen (2007:528) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading.
- 10.1.2 The Issuer shall in each quarterly report delivered, disclose the amount of Notes cancelled or issued by the Issuer during the financial quarter pertaining to such report, provided that no such information shall be necessary if no Notes have been cancelled or issued during the relevant financial quarter.
- 10.1.3 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event, Listing Failure or Delisting Event, and shall provide the Agent with such further information as the Agent may reasonably request following receipt of such notice.
- 10.1.4 The Issuer shall immediately notify the Agent 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 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.
- 10.1.5 The Issuer is only obliged to inform the Agent and the Noteholders according to this Clause 10.1 if informing the Agent or the Noteholders would not conflict with any applicable laws, rules or regulations (including rules issued by the MTF or Regulated Market where the shares in the Issuer are listed or where the Notes will be listed). If such conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall 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 10.1.

## **10.2 Compliance Certificate**

The Issuer shall submit a Compliance Certificate to the Agent in connection with:

- a) a Restricted Payment that requires the Incurrence Test to be met;
- b) the incurrence of a Market Loan that requires the Incurrence Test to be met; and
- c) the financial statements being made available to the Noteholders pursuant to Clause 10.1.1 a) and b).

## **10.3 Information from the Agent**

Subject to the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 10.1.5 and restrictions of any applicable law and regulation 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.

## **10.4 Publication of Finance Documents**

- 10.4.1 The latest version of the Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.



- 10.4.2 The latest versions of the Finance Documents shall be available to the Noteholders at the Agent's offices during normal business hours. The Agent may charge the requesting Noteholder a reasonable administrative fee for making Finance Documents available.

## **11 FINANCIAL UNDERTAKINGS**

### **11.1 Maintenance Test**

- 11.1.1 The Issuer shall at all times ensure that the Maintenance Test is met.

- 11.1.2 The Maintenance Test is met if:

- a) the Equity Ratio is at least 25 per cent. on the relevant Reference Date;
- b) the Interest Cover Ratio is at least 1.80:1; and
- c) the Loan to Value Ratio does not exceed 75 per cent.

- 11.1.3 The Maintenance Test shall be tested quarterly on the basis of the Financial Report for the period ending on the relevant Reference Date and be included in the Compliance Certificate delivered in connection therewith. The first test date for the Maintenance Test shall be the Reference Date occurring on 31 December 2019.

### **11.2 Incurrence Test**

The Incurrence Test is met if:

- a) tested in connection with a Restricted Payment, the Equity Ratio is at least 30 per cent.;
- b) tested in connection with the incurrence of a Market Loan, the Equity Ratio is at least 27.5 per cent.; and
- c) no Event of Default is continuing or would occur upon the incurrence of such Market Loan or the making of such Restricted Payment (as applicable).

### **11.3 Calculation of Equity Ratio**

- 11.3.1 The calculation of the Equity Ratio in connection with a Maintenance Test shall be made on the relevant Reference Date on the basis of the most recent Financial Report.

- 11.3.2 The calculation of the Equity Ratio in connection with an Incurrence Test shall be made as per a testing date determined by the Issuer, on the basis of the most recent Financial Report published prior to the incurrence of a Subsequent Note Issue, a Restricted Payment or the incurrence of a new Market Loan that requires that the Incurrence Test is met, and adjusted so that any assets acquired prior to the testing date and that any Subsequent Notes, Restricted Payment and new Market Loan (as applicable) are included *pro forma*.

### **11.4 Calculation of the Loan to Value Ratio**

The calculation of the Loan to Value Ratio shall be made on the relevant Reference Date on the basis of the most recent Financial Report.

### **11.5 Calculation of Interest Cover Ratio**

The calculation of the Interest Cover Ratio shall (i) be made on the relevant Reference Date for a 12 month period ending on the last day of the period covered by the most recent Financial Report and (ii) apply the adjustments set out in the sections "*Adjustments to EBITDA*" and "*Adjustments to Net Finance Charges*" below.

## 11.6 Adjustments to EBITDA

EBITDA as set out in the most recent Financial Report (including when necessary, financial statements published before the First Issue Date), shall be applied, but adjusted so that entities or business acquired or disposed during the relevant Reference Period will be included or excluded (as applicable) *pro forma* for the entire Reference Period.

## 11.7 Adjustments to Net Finance Charges

Net Finance Charges as set out in the most recent Financial Report (including when necessary, financial statements published before the First Issue Date), shall be applied, but adjusted so that Net Finance Charges shall be:

- a) reduced by an amount equal to the Net Finance Charges directly attributable to any Financial Indebtedness of the Issuer or of any other Group Company repaid, repurchased, defeased or otherwise discharged with respect to the Issuer and the continuing Group Companies with the proceeds from disposals of entities or businesses referred to under the section “Adjustment to EBITDA” above (or, if the Financial Indebtedness is owed by a Group Company that is sold, the Net Finance Charges during the relevant Reference Period directly attributable to the Financial Indebtedness of such Group Company to the extent the Issuer and the continuing Group Companies are no longer liable for such Financial Indebtedness after such sale); and
- b) increased on a pro forma basis by an amount equal to the Net Finance Charges directly attributable to (i) any Financial Indebtedness owed by acquired entities or business referred to in the section “Adjustment to EBITDA” above and (ii) any Financial Indebtedness incurred to finance the acquisition of such entities, in each case calculated as if all such debt had been incurred at the beginning of the relevant Reference Period.

## 12 GENERAL UNDERTAKINGS

The Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) comply with the undertakings set out in this Clause 12 for as long as any Note remain outstanding.

### 12.1 Distributions

The Issuer shall not, and shall procure that no other Group Company will:

- a) make any dividend payment;
- b) repurchase any of its shares;
- c) redeem its share capital or other restricted equity (*bundet eget kapital*) with repayment to shareholders; or
- d) make other distributions or transfers of value (*värdeöverföringar*) within the meaning of the Swedish Companies Act (*aktiebolagslagen (2005:551)*),

(paragraphs a)–d) above are together and individually referred to as a “**Restricted Payment**”), provided however that the following Restricted Payments shall be permitted to be made:

- a) a Restricted Payment by the Issuer if, at the time of the payment, the aggregate amount of all Restricted Payments of the Group in any fiscal year (including the Restricted Payment in question, but excluding payments permitted under paragraphs b), c) and d) below, does not exceed 50 per cent. of the Group’s consolidated profit from property management (*förvaltningsresultat*) after tax (i.e. profit before adding or deducting changes in the value of properties and derivatives but after tax) for the previous fiscal

year and that the Incurrence Test is fulfilled (calculated pro forma including the relevant Restricted Payment);

- b) Restricted Payments between Group Companies;
- c) if made by a Subsidiary which is not directly or indirectly wholly owned by the Issuer and is made on a pro rata basis or in a larger proportion to any Group Company; and
- d) capital contributions made to any joint venture or other company owned in part, directly or indirectly, by the Issuer but not qualifying as a Subsidiary to it.

## **12.2 Market Loans**

The Issuer may only issue Market Loans if:

- a) such Market Loan:
  - (i) meets the Incurrence Test tested pro forma;
  - (ii) ranks pari passu or is subordinated to the obligations of the Issuer under the Notes;
  - (iii) has a final redemption date that occurs after the Final Maturity Date; and
  - (iv) is unsecured or secured by way of Security in Properties owned by the Issuer or its Subsidiaries or shares in Subsidiaries owning Properties (including thereto pertaining Security over, inter alia, receivables and insurances as normally provided for Market Loans secured by real property);
- b) such Market Loan is issued for the purposes of a contemplated refinancing of the Notes in full and provided that the net proceeds from such Market Loan issuance is held in escrow until full repayment of the Notes;
- c) such Market Loan is issued as Existing Notes in accordance with their terms and conditions; or
- d) such Market Loan is issued as Subsequent Notes.

## **12.3 Loans Out and Permitted Guarantees**

12.3.1 The Issuer shall not, and shall procure that no other Group Company will, provide any loan or guarantee to any party other than to another Group Company.

12.3.2 In addition to Clause 12.3.1, the Issuer and the other Group Companies shall be permitted to provide loans and guarantees to an external party if such loan or guarantee is provided:

- a) in relation to the acquisition or disposal (and the financing and refinancing of such acquisitions or disposals) of assets (including real property and companies owning real property) within the general nature of the business of the Group;
- b) in relation to development projects relating to a Property; or
- c) in the ordinary course of business.

## **12.4 Change of business**

The Issuer shall procure that no substantial change is made to the general nature of the business of the Group from that carried on as of the First Issue Date if such change would have a Material Adverse Effect.

## **12.5 Listing**

The Issuer shall use its best efforts to ensure that:

- a) the Initial Notes are listed on the corporate bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, not later than 60 days after the First Issue Date;
- b) any Subsequent Notes are listed on the corporate bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, not later than 60 days after the relevant Issue Date; and
- c) the Notes, once admitted to trading on the relevant Regulated Market, continue being so admitted for as long as any Note is outstanding (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes).

## **12.6 Valuation Reports**

The Issuer shall once in every twelve-month period deliver to the Agent Valuation Reports for all Properties. In addition, the Agent may at any time request a Valuation Report for one or more Properties if the Agent has reason to believe that the Issuer does not comply with the Loan to Value Ratio. All costs for Valuation Reports shall be borne by the Issuer.

## **12.7 Dealings at arm's length terms**

The Issuer shall, and shall procure that each other Group Company will, conduct all dealings with persons at arm's length terms.

## **12.8 Disposal of assets**

The Issuer shall not, and shall procure that no other Group Company will, sell or otherwise dispose of shares in any Group Company or of all or substantially all of its or a Group Company's assets, or operations to any person not being the Issuer or any of its wholly-owned Group Companies, unless the transaction is made on arm's length terms and provided that it does not have a Material Adverse Effect.

## **12.9 *Pari Passu* ranking**

The Issuer shall ensure that its payment obligations under the Notes at all times rank at least *pari passu* with all its other direct, unconditional, unsubordinated and unsecured obligations, except for those obligations which are mandatorily preferred by law, and without any preference among them.

## **12.10 Mergers and demergers**

The Issuer shall not, and shall procure that no other Group Company will, demerge or merge with an entity not being a Group Company if such merger or demerger would have a Material Adverse Effect. A merger involving the Issuer, where the Issuer is not the surviving entity, is not permitted.

## **12.11 Compliance with laws**

The Issuer shall, and shall make sure that the Group Companies:

- a) comply in all material respects with all laws and regulations applicable from time to time; and

- b) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company.

#### **12.12 Insurances**

The Issuer shall, and shall ensure that each Group Company will, maintain full value insurance and loss of rent insurance with reputable insurance companies on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

#### **12.13 Maintenance of environmental permits**

The Issuer shall ensure that each Group Company in all material respects obtains, maintains and ensures compliance with all environmental permits or authorisations applicable from time to time and required for the Group's business where failure to do so would have a Material Adverse Effect.

### **13 ACCELERATION OF THE NOTES**

- 13.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least 50 per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 13.4, 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 any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- a) **Non-payment.** The Issuer fails to pay an amount on the date it is due in accordance with the Notes unless the non-payment (i) is caused by technical or administrative error and (ii) is remedied within five Business Days from the due date;
- b) **Other obligations.** The Issuer, fails to comply with or in any other way acts in violation of the Finance Documents, in any other way than as set out in paragraph a) (*Non-payment*), unless the non-compliance (i) is capable of remedy, and (ii) is remedied within 15 Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance;
- c) **Cross default/cross acceleration.** Any Financial Indebtedness of a Group Company (i) is not paid within any originally applicable grace period (if there is one) or (ii) is declared to be or otherwise becomes 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 c) if the aggregate amount of Financial Indebtedness that has fallen due is less than SEK 10,000,000;
- d) **Insolvency.** Any Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
- e) **Insolvency proceedings.** Any corporate actions, legal proceedings or other procedures are taken (other than (i) proceedings which are vexatious or frivolous or are being disputed in good faith and are discharged within 30 calendar days, and (ii), in relation to Subsidiaries of the Issuer, solvent liquidations) in relation to:

- (i) the suspension of payments, winding-up, reorganisation (*företagsrekonstruktion*) or similar (by way of voluntary arrangement or otherwise) of any Group Company; and
    - (ii) the appointment of a liquidator, administrator, or other similar officer in respect of any Group Company or any of its assets or any analogous procedure.
  - f) **Creditors' process.** Any attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value equal to or exceeding SEK 10,000,000 and is not discharged within 30 calendar days;
  - g) **Continuation of the business.** The Issuer or any Group Company ceases to carry on its business or in the case of a merger or demerger as stipulated in Clause 12.10 (*Mergers and demergers*), if such discontinuation would have a Material Adverse Effect; and
  - h) **Invalidity etc.** It becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.
- 13.2 The Agent may not accelerate the Notes in accordance with Clause 13.1 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).
- 13.3 The Agent shall notify the Noteholders of an Event of Default within five Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within 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 15 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default (or any event that may lead to an Event of Default).
- 13.4 If the Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount 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.
- 13.5 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 law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 13.6 In the event of an acceleration of the Notes in accordance with this Clause 13, the Issuer shall redeem all Notes at an amount per Note equal to the redemption amount due under Clause 9.3 (*Voluntary total redemption (call option)*), together with accrued but unpaid Interest, or if the Notes are accelerated prior to the First Call Date, at the price set out in paragraph a) of Clause 9.3 (*Voluntary total redemption (call option)*) plus accrued and unpaid interest.

## 14 DISTRIBUTION OF PROCEEDS

- 14.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 13 (*Acceleration of the Notes*) shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- a) **first**, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 19.2.7 or subparagraph (ii) above, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.13, together with default interest in accordance with Clause 8.4 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
- b) **secondly**, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- c) **thirdly**, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- d) **fourthly**, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 8.4 on delayed payments of Interest and repayments of principal under the Notes.

Any excess funds after the application of proceeds in accordance with paragraphs a) to d) above shall be paid to the Issuer.

- 14.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 14.1 such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 14.1.
- 14.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes constitute escrow funds (*redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 14 as soon as reasonably practicable.
- 14.4 If the Issuer or the Agent shall make any payment under this Clause 14, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least 15 Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 7.1 shall apply.

## 15 DECISIONS BY NOTEHOLDERS

- 15.1 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.
- 15.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and 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.

- 15.3 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 laws.

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

- a) on the Business Day specified in the notice pursuant to Clause 16.3, in respect of a Noteholders' Meeting, or
- b) on the Business Day specified in the communication pursuant to Clause 17.3, 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.

- 15.5 The following matters shall require the consent of Noteholders representing at least 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:

- a) a change to the terms of any of Clause 2.1, and Clauses 2.5 to 2.8;
- b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 9 (*Redemption and Repurchase of the Notes*);
- c) waive a breach of or amend an undertaking set out in Clause 12 (*General Undertakings*);
- d) reduce the principal amount, interest rate or interest amount which shall be paid by the Issuer;
- e) amend any payment day for principal or interest amount or waive any breach of a payment undertaking;
- f) a mandatory exchange of the Notes for other securities; or
- g) amend the provisions regarding the majority requirements under the Terms and Conditions.

- 15.6 Any matter not covered by Clause 15.5 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. 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 b)), an acceleration of the Notes.

- 15.7 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least 50 per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.5, and otherwise 20 per cent. of the Adjusted Nominal Amount:

- a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
- b) if in respect of a Written Procedure, reply to the request.



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.

- 15.8 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 16.1) or initiate a second Written Procedure (in accordance with Clause 17.1), 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 15.8, the date of request of the second Noteholders' Meeting pursuant to Clause 16.1 or second Written Procedure pursuant to Clause 19.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 15.7 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 15.9 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.
- 15.10 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.
- 15.11 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any 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.
- 15.12 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 other Noteholders.
- 15.13 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.
- 15.14 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 or to the Issuers knowledge, by an Affiliate of a Group Company, irrespective of whether such person is directly registered as owner of such Notes. 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 or an Affiliate of a Group Company.
- 15.15 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders and 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.

## **16 NOTEHOLDERS' MEETING**

- 16.1 The Agent shall convene a Noteholders' Meeting as soon as practicable and in any event no later than five Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons). If the Noteholders' Meeting has been requested by the Noteholder(s), the Agent shall send a copy of the notice to the Issuer.
- 16.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 16.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 19.4.3, the Issuer shall no later than five 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 16.1.
- 16.3 The notice pursuant to Clause 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) the day on which a person must be Noteholder in order to exercise Noteholders' rights at the Noteholders' Meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.4 The Noteholders' Meeting shall be held no earlier than 15 Business Days and no later than thirty 30 Business Days after the effective date of the notice.
- 16.5 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 WRITTEN PROCEDURE**

- 17.1 The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than five Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each person who is registered as a Noteholder on the Business Day prior to the date on which the communication is sent.
- 17.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 17.1 to each Noteholder with a copy to the Agent.
- 17.3 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) 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 (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least 15 Business Days from the date of the communication pursuant to Clause 17.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 17.4 When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 15.5 and 15.6 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.5 or 15.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **18 AMENDMENTS AND WAIVERS**

- 18.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
- a) such amendment or waiver is not detrimental to the interest of the Noteholders as a group, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority;
  - c) such amendment or waiver is necessary for the purpose of listing the Notes on the corporate bond list of Nasdaq Stockholm, provided such amendment or waiver does not materially adversely affect the rights of the Noteholders; or
  - d) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*), provided that any conditions precedent specified for the effectiveness of the approval by the Noteholders has been fulfilled.
- 18.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 18.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.4 (*Publication 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 and that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.4 (*Publication of Finance Documents*).
- 18.4 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 APPOINTMENT AND REPLACEMENT OF THE AGENT**

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

- 19.1.1 By subscribing or acquiring Notes, each 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.
- 19.1.2 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.
- 19.1.3 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.

19.1.4 The Agent is entitled to fees for its work 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.

19.1.5 The Agent may act as agent or trustee for several issues of securities 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. The Agent is not responsible for the content, valid execution, perfection, legal validity or enforceability of the Finance Documents.

19.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.

19.2.3 The Agent's duties under the Terms and Conditions are solely mechanical and administrative in nature and the Agent only acts in accordance with these Terms and Conditions and upon instructions from the Noteholders, unless otherwise set out in these Terms and Conditions. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Noteholders or any other person.

19.2.4 The Agent is not obligated to assess or monitor the financial condition of the Issuer or compliance by the Issuer of the terms of the Finance Documents unless to the extent expressly set out in the Terms and Conditions and the other Finance Documents, or to take any steps to ascertain whether any Event of Default (or any event that may lead to an Event of Default) has occurred. Until it has actual knowledge to the contrary, the Agent is entitled to assume that no Event of Default (or any event that may lead to an Event of Default) has occurred.

19.2.5 The Agent is entitled to delegate its duties to other professional parties (without having to first obtain any consent from the Issuer or the Noteholders), but the Agent shall remain liable for the actions of such parties under the Finance Documents.

19.2.6 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 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.

19.2.7 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default, (ii) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents, or (iii) as otherwise agreed between the Issuer and the Agent. 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 14 (*Distribution of Proceeds*).

19.2.8 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.

- 19.2.9 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 law or regulation.
- 19.2.10 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.
- 19.2.11 Unless it has actual knowledge to the contrary, the Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- 19.2.12 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 19.2.10.

### **19.3 Limited 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 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 engaged by, or addressed 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 Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given to the Agent in accordance with the Finance Documents.
- 19.3.5 The Agent is not liable for information provided to the Noteholders by or on behalf of the Issuer or by any other person
- 19.3.6 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.

### **19.4 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 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 per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Noteholder on the Business Day immediately following the day on which the notice is received by the Issuer and 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 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 appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.4.5 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 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.
- 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 APPOINTMENT AND REPLACEMENT OF 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 Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

## **21 APPOINTMENT AND REPLACEMENT OF 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 listing of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Markets Act and be authorised as a central securities depository in accordance with the Financial Instruments Account Act.

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

- 22.1 A Noteholder may not take any steps whatsoever against the Issuer to 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 (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the 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 these Terms and Conditions to take certain actions but is legally unable to take such actions.
- 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 9.6 or other payments which are due by the Issuer to some but not all Noteholders.

## **23 TIME-BAR**

- 23.1 The right to receive repayment of the principal of the Notes shall be time-barred and become void ten years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three 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 (*preskriptionslagen (1981:130)*), a new limitation period of ten years with respect to the right to receive repayment of the principal of the Notes, and of three 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 NOTICES**

- 24.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- a) if to the Agent, shall be given to the address registered with the Swedish Companies Registration Office (*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 such email address as notified by the Issuer to the Agent from time to time; and
  - c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the date such person shall be a Noteholder in order to receive the communication or otherwise one Business Day prior to dispatch, and by either courier delivery (if practicable possible) or letter for all Noteholders.
- 24.2 A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.
- 24.3 Any notice or other communication made by one 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, in case of letter, three Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1, or, in case of email, when received in readable form by the email recipient.

## **25 FORCE MAJEURE AND LIMITATION OF LIABILITY**

- 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 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 25.3 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.
- 25.4 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 City Court of Stockholm (*Stockholms tingsrätt*).
-




We hereby certify that the above terms and conditions are binding upon ourselves.

Date: 20 November 2019

**MAXFASTIGHETER I SVERIGE AB (PUBL)**  
as Issuer

  
Name: Håkan Karlsson

  
Name: Håkan Karlsson

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

Date: 20 November 2019

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

as Agent



Name: **Anna Litewka**

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