

TERMS AND CONDITIONS

SBP
KREDIT

SBP Kredit AB (publ)

**Maximum SEK 3,000,000,000
Loan Notes
2026/2030**

ISIN: SE0029026095

First Issue Date: 3 June 2026

SELLING RESTRICTIONS

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. Persons into whose possession this document comes are required to inform themselves about, and to observe, such 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 (as such terms are defined in regulations), except pursuant to an exemption from the registration requirements of the U.S. Securities Act.

PRIVACY STATEMENT

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

The personal data collected will be processed by the Issuer, the Agent and the Issuing Agent for the following purposes (i) to exercise their respective rights and fulfil their respective obligations under the Finance Documents, (ii) to manage the administration of the Notes and payments under the Notes, (iii) to enable the Noteholders to exercise their rights under the Finance Documents and (iv) to comply with their respective obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Agent and the Issuing Agent in relation to items (i) to (iii) above 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 (iv), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, the Agent or the Issuing Agent (as applicable). Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

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

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Agent or the Issuing Agent (as applicable). 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 and the Agent's addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: www.sbpkredit.se and www.nordictrustee.com.

TABLE OF CONTENTS

Clause	Page
1. DEFINITIONS AND CONSTRUCTION	1
2. STATUS OF THE ISSUER AND THE NOTES	10
3. THE AMOUNT OF THE NOTES AND UNDERTAKING TO MAKE PAYMENTS.....	11
4. USE OF PROCEEDS.....	12
5. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT	12
6. THE NOTES AND TRANSFERABILITY	14
7. NOTES IN BOOK-ENTRY FORM.....	14
8. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER.....	15
9. PAYMENTS IN RESPECT OF THE NOTES	16
10. INTEREST	16
11. REDEMPTION AND REPURCHASE OF THE NOTES.....	17
12. TRANSACTION SECURITY	18
13. MANAGEMENT, DELEGATION AND DEPOSITARY	19
14. INFORMATION UNDERTAKINGS.....	21
15. FINANCIAL COVENANTS.....	22
16. SPECIAL UNDERTAKINGS	25
17. TERMINATION OF THE NOTES	28
18. DECISIONS BY NOTEHOLDERS.....	31
19. AMENDMENTS AND WAIVERS.....	36
20. BASE RATE REPLACEMENT	37
21. THE AGENT.....	40
22. THE ISSUING AGENT	44
23. THE CSD	45
24. NO DIRECT ACTIONS BY NOTEHOLDERS.....	45
25. TIME-BAR.....	46
26. NOTICES AND PRESS RELEASES	46
27. FORCE MAJEURE	47
28. GOVERNING LAW AND JURISDICTION	48
Schedule	Page
SCHEDULE 1 FORM OF COMPLIANCE CERTIFICATE.....	49

TERMS AND CONDITIONS

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

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

“**Accounting Principles**” means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Adjusted Nominal Amount**” means the total aggregate Nominal Amount of the Notes outstanding at the relevant time *less* the aggregate Nominal Amount of all Notes owned by the Issuer or an Affiliate of the Issuer, 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, 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 an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by 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 agreement entered into on or prior to the First Issue Date between the Issuer and the Agent, or any replacement agent agreement entered into after the First Issue Date between the Issuer and the Agent.

“**Agent**” means the Noteholders’ agent and security agent under these Terms and Conditions from time to time; initially Nordic Trustee & Agency AB (publ), reg. no. 556882-1879.

“**AIF Manager**” means the Person appointed and licensed pursuant by the Swedish Financial Supervisory Authority to be the external manager of the Issuer, initially AIFM Capital AB, Reg. No. 556737-5562.

“**AIFM Act**” means the Alternative Investment Fund Managers Act (Sw. *lag (2013:561) om förvaltare av alternativa investeringsfonder*).

“**Base Rate**” means 3-months STIBOR or any reference rate replacing 3-months STIBOR in accordance with Clause 20 (*Base Rate Replacement*).

“**Base Rate Administrator**” means the Swedish Financial Benchmark Facility (SFBF) or any person replacing it as administrator of the Base Rate.

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

Year's Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

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

“Call Option Price” means:

- (a) If the call option is exercised on or after the First Issue Date up to (but excluding) the First Call Date, an amount equivalent to the sum of (i) 101.750 per cent of the Nominal Amount and (ii) the remaining interest payments up to (but excluding) the First Call Date;
- (b) 101.750 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 24 months after the First Issue Date up to (but excluding) the date falling 30 months after the First Issue Date;
- (c) 101.225 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 30 months after the First Issue Date up to (but excluding) the date falling 36 months after the First Issue Date;
- (d) 100.875 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 36 months after the First Issue Date up to (but excluding) the date falling 42 months after the First Issue Date;
- (e) 100.350 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 42 months after the First Issue Date up to (but excluding) the date falling 45 months after the First Issue Date; and
- (f) 100.00 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 45 months after the First Issue Date up to (but excluding) the Maturity Date.

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

“Change of Control Event” means the occurrence of an event or series of events whereby, prior to an Equity Listing Event, one or more Persons (other than Svensk Bostadspartner or, as of the First Issue Date, the ultimate beneficial owners of Svensk Bostadspartner) acting together, acquire control over the Issuer and where **“control”** means:

- (a) controlling, directly or indirectly, more than fifty (50.00) per cent. of the total number of voting shares of the Issuer; or
- (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the members of the board of directors of the Issuer,

provided that, for the avoidance of doubt, no Change of Control Event shall occur following an Equity Listing Event.

“**Collateral Assets**” means Real Estate, shares and other securities or assets held as a result of the Issuer taking or realising a pledge or other security for any Loan.

“**Compliance Certificate**” means a certificate substantially in the form set out in Schedule 1 (*Form of Compliance Certificate*), unless otherwise agreed between the Agent and the Issuer.

“**Credit Portfolio**” means all of the Issuer’s outstanding Loans from time to time and, subject to the context in which the term is used, yield received thereon or funds received in the form of repayment of Loans and any Collateral Assets.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes from time to time; initially Euroclear Sweden AB, reg. no. 556112-8074.

“**Debt Register**” means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Notes in which an owner of Notes is directly registered or an owner’s holding of Notes is registered in the name of a nominee.

“**Depository**” means GotYourBack Depository Services AB. Reg. No. 59295- 3706, acting as depository (Sw. *förvaringsinstitut*) for the Issuer pursuant to the AIFM Act, or any entity replacing it as depository in accordance with these Terms and Conditions.

“**Equity Listing Event**” means an initial public offering of shares in Svensk Bostadspartner after which such shares shall be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or an MTF.

“**Event of Default**” means an event or circumstance specified as such in Clause 17 (*Termination of the Notes*) except for Clause 17.10 (*Termination*) and 17.11 (*Distribution of proceeds*).

“**Existing Series A Fund Units**” means instruments issued under the terms and conditions for the Issuer’s participating Notes of up to SEK 3,000,000,000 with ISIN SE0014782827.

“**Existing Series B Fund Units**” means instruments issued under the terms and conditions for the Issuer’s participating Notes of up to SEK 1,000,000,000 with ISIN SE0018015505.

“**Finance Documents**” means these Terms and Conditions, the Agency Agreement, the Security Documents, the Intercreditor Agreement and any other document designated as such by the Agent and the Issuer.

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

- (a) monies borrowed or raised, including market loans;
- (b) the amount of any liability in respect of any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability);
- (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 amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements and sale-and-leaseback arrangements);

- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) (without double counting) any counter-indemnity obligation in respect of a guarantee, indemnity, Note, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability which would fall within one of the other paragraphs of this definition; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in paragraphs (a) to (f) above.

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

“**Financial Statements**” means the annual audited financial statements of the Issuer or the quarterly interim unaudited reports of the Issuer, which shall be prepared and made available according to Clause 14.1(a) or 14.1(b) (as applicable), in each case prepared in accordance with the Accounting Principles.

“**First Call Date**” means the date falling twenty-four (24) months after the First Issue Date or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“**First Issue Date**” means 3 June 2026.

“**Force Majeure Event**” has the meaning set forth in Clause 27.1.

“**Fund Units**” means the Existing Series A Fund Units, the Existing Series B Fund Units, the Notes issued under these Terms and Conditions, and any instruments which constitute units issued by the Issuer in its capacity as a fund company under the Alternative Investment Fund Managers Act (2013:561) (Sw. fondandelar);

“**Incurrence Test**” has the meaning set forth in Clause 15.3 (*Incurrence Test*).

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

“**Initial Note Issue**” has the meaning set forth in Clause 3.3.

“**Initial Nominal Amount**” has the meaning set forth in Clause 3.3.

“**Intercreditor Agreement**” means the intercreditor agreement originally entered into on 29 June 2022 and as amended and restated on 15 April 2024 (and as further amended and restated from time to time) among, *inter alia*, the Issuer as Company, Nordic Trustee & Agency AB (publ) as representative of the creditors under the Existing Series B Fund Units, Pareto Bank ASA as Original Senior Overdraft Lender, Svensk Bostadspartner AB (publ) and SBP Vålgörenhetsstiftelse as Shareholders and Nordic Trustee & Agency AB (publ) as Security Agent.

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 10.1 and 10.3.

“**Interest Payment Dates**” means 3 March, 3 June, 3 September and 3 December 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 being 3 September 2026 and the last Interest Payment Date being the Maturity Date (or any redemption date prior thereto)).

“**Interest Period**” means each period beginning on (but excluding) the First Issue Date or any Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant) and, in respect of Subsequent Notes, each period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance, or the First Issue Date if issued prior to the first Interest Payment Date, and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means the Base Rate plus 350 basis points *per annum*.

“**Issue Date**” means the First Issue Date or any date when Subsequent Notes are issued.

“**Issuer**” means SBP Kredit AB (publ), a public limited liability company incorporated in Sweden with reg. no. 559242-5945.

“**Issuing Agent**” means Nordea Bank Abp (reg. no. 2858394-9) or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Junior Fund Units**” means the Existing Series A Fund Units and any other instruments which are subordinated to the unsecured creditors of the Issuer according to their terms, the payment of interest on which is dependent on the making of profit, and which do not constitute a Senior Financing Agreement (as defined in the Intercreditor Agreement).

“**Loan**” means a loan provided by the Issuer in accordance with paragraph (b) of Clause 4.1.

“**Maintenance Test**” has the meaning ascribed to it in Clause 15.2.1.

“**Management Agreement**” means the management agreement entered into on 22 July 2020 (as amended and restated from time to time), between the Issuer and the AIF Manager.

“**Management Fee**” has the meaning set forth in Clause 13.4.

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the business, financial condition or operations of the Issuer;
- (b) the Issuer’s ability to perform and comply with its undertakings under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

“**Maturity Date**” means 3 June 2030.

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

“**Net Proceeds**” means the proceeds from the Initial Note Issue or any Subsequent Note Issue, after deduction has been made for any Transaction Costs in respect of the relevant Note Issue.

“**Nominal Amount**” means the Initial Nominal Amount less the amount of any repayments and amortisations made in accordance with these Terms and Conditions.

“**Nordic AIF List of Nordic Growth Market**” means Nordic Growth Market NGM AB’s market for Alternative Investment Funds.

“**Nordic Growth Market**” means the regulated market of Nordic Growth Market NGM AB (Swedish Reg. No. 556556-2138), SE-111 56 Stockholm, Sweden).

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

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

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clause 18.2 (*Noteholders’ Meeting*).

“**Notes**” means debt instruments (Sw. *kapitalandelslån*) each for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), issued by the Issuer under these Terms and Conditions.

“**Permitted Debt**” means any Financial Indebtedness:

- (a) incurred under the Finance Documents (save for any Subsequent Notes);
- (b) incurred under the Senior Finance Documents existing as of the First Issue Date and for which the lenders (or their representatives) in respect of such Financial Indebtedness are parties to the Intercreditor Agreement as of the First Issue Date;
- (c) incurred by the Issuer (including under any Subsequent Notes) if the Incurrence Test is met on a *pro forma* basis;
- (d) trade credit incurred in the ordinary course of business;
- (e) incurred under any Shareholder Debt;
- (f) under any pension and tax liabilities incurred in the ordinary course of business;
- (g) any Financial Indebtedness constituting Junior Fund Units or Subordinated Capital;
- (h) any Financial Indebtedness arising as a result of the Issuer’s payment obligations under Guarantees issued in accordance with Clause 16.10.2; and
- (i) incurred for the purpose of refinancing the Notes in full provided that the net proceeds of such Financial Indebtedness shall be kept on an escrow account until such refinancing shall be made (taking into account the rules and regulations of the CSD).

“**Permitted Security**” means any Security:

- (a) provided in respect of the Senior Finance Documents (including the Terms and Conditions) in accordance with the Intercreditor Agreement;

- (b) any lien arising by operation of law and in the ordinary course of the business of the Issuer;
- (c) arising under any netting or set off arrangements under bank account arrangements, including cash pool arrangements;
- (d) of the Group under any pension and tax liabilities incurred in the ordinary course of business; and
- (e) any security which, taken together with any other security granted under this paragraph (e), does not secure Financial Indebtedness exceeding SEK 5,000,000 in aggregate.

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

“**Quotation Day**” means (i) in relation to an Interest Period for which an Interest Rate is to be determined, two (2) Business Days before the immediately preceding Interest Payment Date (or, in respect of the first Interest Period, two (2) Business Days before the First Issue Date), or (ii) in relation to any other period for which an Interest Rate is to be determined, two (2) Business Days before the first day of that period.

“**Real Estate**” means real estate, land, buildings, site-leasehold rights, building appurtenances etc., whether above or below ground.

“**Real Estate Company**” means a legal entity to which the Issuer has provided a Loan.

“**Record Date**” means the fifth (5th) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 17.11 (*Distribution of proceeds*), (iv) the date of a Noteholders’ Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish Note market.

“**Redemption Date**” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and repurchase of the Notes*).

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

“**Secured Obligations**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Secured Parties**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Securities Account**” means the account for dematerialised securities (Sw. *avstänningsregister*) maintained by the CSD pursuant to the Financial Instruments Accounts Act in which an owner of such securities is directly registered or an owner’s holding of securities is registered in the name of a nominee.

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

“**Security Documents**” means the share pledge agreement with respect to all issued shares in the Issuer between Svensk Bostadspartner and SBP Vålgörenhetsstiftelse as pledgors in favour of the Agent and the Secured Parties (represented by the Agent) as well as any other document designated as a Security Document by the Issuer and the Agent.

“**SEK**” means Swedish kronor.

“**Senior Debt**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Shareholder Debt**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Subordinated Capital**” means subordinated loans (according to their terms) or other instruments issued by the Issuer in the form of hybrid or subordinated capital but not constituting Fund Units which are non-callable and contain rights to defer interest payments in a stressed scenario until and including the Maturity Date.

“**Super Senior Debt**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Subsequent Note**” has the meaning set forth in Clause 3.7.

“**Subsequent Note Issue**” has the meaning set forth in Clause 3.7.

“**STIBOR**” means:

- (a) the Stockholm interbank offered rate administered by Swedish Financial Benchmark Facility AB (or any other person which takes over the administration of that rate) for a period equal to the relevant Interest Period, as displayed on the relevant page of the LSEG Benchmark screen (or any replacement LSEG Benchmark page which displays that rate) as of or around 11.00 a.m. on the Quotation Day;
- (b) if no rate as described in paragraph (a) is available for the relevant Interest Period, the rate determined by the Issuing Agent by linear interpolation between the two closest rates for STIBOR fixing, as displayed on the relevant page of the LSEG Benchmark screen (or any replacement LSEG Benchmark page which displays that rate) as of or around 11.00 a.m. on the Quotation Day for Swedish Kronor;
- (c) if no rate as described in paragraph (a) or (b) is available for the relevant Interest Period, the arithmetic mean of the Stockholm interbank offered rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c), 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 (0), STIBOR will be deemed to be zero (0).

“**Svensk Bostadspartner**” means Svensk Bostadspartner AB, a public limited liability company incorporated under the laws of Sweden with corporate identity number 559067-4825.

“**Transaction Costs**” means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer directly or indirectly in connection with (a) the Initial Note Issue and any Subsequent Note Issue, (b) the admission to trading of the Notes and (c) obtaining and maintaining a rating with respect to the Notes.

“**Transaction Security**” means the Security provided for the Secured Obligations pursuant to the Security Documents.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 18.3 (*Written Procedure*).

1.2 **Financial definitions**

In these Terms and Conditions, the following terms have the meaning ascribed to them in Clause 15.1 (*Financial Definitions*):

- (a) “**Cash and Cash Equivalents**”;
- (b) “**EBITDA**”;
- (c) “**Indebtedness Ratio**”
- (d) “**Interest Cover Ratio**”
- (e) “**Interest Expenses**”;
- (f) “**Investor Capital**”;
- (g) “**Look-through LTV**”;
- (h) “**Market Value**”;
- (i) “**Net Financial Indebtedness**”;
- (j) “**Net Interest Expenses**”
- (k) “**Portfolio LTV**”;
- (l) “**Reference Date**”;
- (m) “**Reference Period**”; and
- (n) “**Total Assets**”

1.3 **Construction**

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

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;

(d) a provision of regulation is a reference to that provision as amended or re-enacted; and

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

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

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

1.3.4 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.

1.3.5 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.

1.3.6 The selling and distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of these Terms and Conditions and may be updated without the consent of the Noteholders and the Agent (save for the privacy statement insofar it relates to the Agent).

1.3.7 These Terms and Conditions are entered into subject to the Intercreditor Agreement (if any). In case of any discrepancies between these Terms and Conditions and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2. STATUS OF THE ISSUER AND THE NOTES

2.1 The Issuer is an alternative investment fund and as such subject to the AIFM Act. The AIF Manager operates as an external AIF manager (Sw. *extern AIF-förvaltare*) for the Issuer in accordance with the AIFM Act. The Depositary operates as depositary (Sw. *förvaringsinstitut*) for the Issuer in accordance with the AIFM Act.

2.2 The Notes are designated as Senior Debt (as defined in the Intercreditor Agreement) and constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) *pari passu* and without any preference among them and (ii) at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except (A) those obligations which are mandatorily preferred by law and (B) the super senior ranking of the Super Senior Debt in accordance with the Intercreditor Agreement and (C) as otherwise provided in the Finance Documents. The Notes are secured as described in Clause 12 (*Transaction Security*) and as further specified in the Security Documents. The Notes constitute units issued by a fund company pursuant to the AIFM Act and the Noteholders have the status of unit holders thereunder.

3. THE AMOUNT OF THE NOTES AND UNDERTAKING TO MAKE PAYMENTS

- 3.1 The Notes are denominated in SEK and each Note is constituted by these Terms and Conditions. Subject to Clause 3.9, the Issuer undertakes to repay the Notes, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to these Terms and Conditions and by acquiring Notes each subsequent Noteholder confirms these Terms and Conditions.
- 3.3 The initial nominal amount of each Note is SEK 1,250,000 or full multiples thereof (the “**Initial Nominal Amount**”). The total aggregate nominal amount of the Initial Notes is SEK 750,000,000 (the “**Initial Note Issue**”).
- 3.4 All Initial Notes are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Initial Nominal Amount. The price of Subsequent Notes may be set at the Nominal Amount, at a discount or at a higher price than the Nominal Amount.
- 3.5 The minimum permissible investment in any Note Issue is SEK 1,250,000.
- 3.6 The ISIN for the Notes is SE0029026095.
- 3.7 The Issuer may on one or more occasions after the First Issue Date issue additional Notes (each a “**Subsequent Note**”) under these Terms and Conditions (each such issue, a “**Subsequent Note Issue**”), until the total aggregate nominal amount issued under such Subsequent Note Issue(s) and the Initial Note Issue equals SEK 3,000,000,000, always provided that the Incurrence Test (calculated *pro forma* including the relevant Subsequent Note Issue) is met. Any Subsequent Note Issue shall be issued subject to the same Terms and Conditions as the Initial Note Issue. The issue price of Subsequent Notes may be set at par or at a discount or premium to the Nominal Amount.
- 3.8 Subject to Clause 3.9, the Issuer undertakes to repay the Nominal Amount of the Notes to the Noteholders, to pay Interest, and otherwise to observe and comply with these Terms and Conditions.
- 3.9 **Limited Recourse**
- 3.9.1 Subject to (i) there being no Shareholder Debt outstanding and (ii) no amount of outstanding Junior Fund Units is treated as debt (in accordance with the Accounting Principles) in the accounts of the Issuer, the Noteholders’ right to repayment of the Nominal Amount and Interest is limited in that no payment shall be made if such payment would result in the Issuer’s share capital no longer being fully covered. The share capital of the Issuer on the First Issue Date amounts to SEK 1,000,000. Noteholders shall have no right to make any claims (whether arising by law or otherwise) against the Issuer to the extent such claims would result in the Issuer’s share capital not being fully covered (so-called limited recourse). If there are insufficient amounts available to pay the Noteholders in full then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid, and such unpaid amounts shall be deemed to be discharged in full and the claims of the Noteholders (and the obligations of the Issuer in respect thereof) shall be extinguished.

3.9.2 To the extent that only a limited amount is available for payment to the Noteholders in accordance with Clause 3.9 above and provided that all such amounts are due and payable by the Issuer, the Issuer shall make any payment to the Noteholders and any other holder of securities issued by the Issuer which purports to rank *pari passu* with the Notes and which according to its terms have a similar loss absorption mechanism as set out in Clause 3.9 on a *pro rata* basis.

3.9.3 The provisions of this Clause 3.9 shall survive the Maturity Date.

4. USE OF PROCEEDS

4.1 The Net Proceeds from the Initial Note Issue shall be used to:

- (a) repurchase and/or refinance the Existing Series B Fund Units;
- (b) directly or indirectly grant loans to companies that directly or indirectly own Real Estate located in Sweden in each case subject to the restrictions set out in these Terms and Conditions including Clause 16.10 (each a “**Loan**”); and
- (c) finance general corporate purposes and Transaction Costs.

4.2 The Net Proceeds from any Subsequent Note Issue shall be used to directly or indirectly grant loans to companies that directly or indirectly own Real Estate located in Sweden and finance general corporate purposes and Transaction Costs.

5. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

5.1 Conditions Precedent to the First Issue Date

5.1.1 The Issuing Agent shall pay the Net Proceeds from the Initial Note Issue to the Issuer on the latter of (i) the First Issue Date and (ii) the date on which the Agent notifies the Issuing Agent that it is satisfied (acting reasonably) it has received the following documents:

- (a) copies of the constitutional documents of the Issuer;
- (b) copies of corporate resolutions from the board of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party, including the issue of the Initial Notes, and resolving that it executes, delivers and performs the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;
- (c) a copy of the duly executed Terms and Conditions;
- (d) a copy of a creditor/representative accession undertaking to the Intercreditor Agreement duly executed by the Agent in its capacity as “Senior Lender” (as

representative for the Noteholders) and “Security Agent” under the Intercreditor Agreement;

- (e) a copy of a duly executed letter by the Issuer to the Agent (in its capacity as Security Agent under the Intercreditor Agreement) confirming that the Terms and Conditions are designated as an “Additional Senior Facility Document” as defined in the Intercreditor Agreement and confirming that the issuance of the Notes will not breach the terms of any existing Senior Finance Document;
- (f) a confirmation from the Agent (in its capacity as Security Agent under the Intercreditor Agreement) that the Agent (in its capacity as representative of the Noteholders) is a “Senior Lender” for the purpose of the Intercreditor Agreement;
- (g) a copy of a duly executed security confirmation agreement/letter pursuant to which the Transaction Security granted to the Secured Parties under the Security Documents is confirmed by the relevant parties thereto to also secure the obligations under the Finance Documents;
- (h) evidence that the AIF Manager is authorised to manage the Issuer in its capacity as a fund company under the AIFM Act; and
- (i) an agreed form Compliance Certificate.

5.1.2 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1.1 have been received (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)). The First Issue Date shall not occur (i) unless the Agent makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the First Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the First Issue Date.

5.2 **Conditions Precedent to a Subsequent Note Issue**

5.2.1 The Issuer shall provide to the Agent, no later than 9.00 a.m. one (1) Business Days prior to the Issue Date (or such later time as agreed to by the Agent) prior to the issue of Subsequent Notes, the following:

- (a) copies of constitutional documents of the Issuer; and
- (b) copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Notes and resolving to enter into documents necessary in connection therewith;
- (c) evidence that the Incurrence Test is met (tested on a *pro forma* basis), including calculations and figures in respect of the Incurrence Test; and
- (d) such other documents and evidence as deemed necessary, acting reasonably, by the Agent.

5.2.2 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.2.1 have been received (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)).

5.2.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clause 5.2.2, the Issuing Agent shall settle the issuance of the Subsequent Notes and pay the Net Proceeds of such Subsequent Note Issue to the account designated by the Issuer on the relevant Issue Date

5.3 **No responsibility for documentation**

The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation or evidence. The conditions precedent are not reviewed by the Agent from the legal or commercial perspective of the Noteholders.

6. THE NOTES AND TRANSFERABILITY

6.1 Each Noteholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.

6.2 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local regulation to which a Noteholder may be subject. All Note transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Note transferees upon completed transfer.

6.3 Upon a transfer of Notes, any rights and obligations under these Terms and Conditions relating to such Notes are automatically transferred to the transferee.

6.4 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, (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) of business). Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

6.5 For the avoidance of doubt and notwithstanding the above, a Noteholder which allegedly has purchased Notes in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Noteholder hereunder in each case until such allegations have been resolved.

7. NOTES IN BOOK-ENTRY FORM

7.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical Notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Noteholders and their holdings of Notes at the relevant point of time.

- 7.2 Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 7.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall at all times 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.
- 7.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.
- 7.5 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.
- 7.6 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 7.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

8. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 8.1 If any Person other than a Noteholder (including the owner of a Note, if such person is not a Noteholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Noteholder or, if applicable, a coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation for such Person.
- 8.2 A Noteholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 8.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clauses 8.1 and 8.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 8.4 These Terms and Conditions shall not affect the relationship between a Noteholder who is the nominee (Sw. *förvaltare*) with respect to a Note and the owner of such Note, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

9. PAYMENTS IN RESPECT OF THE NOTES

- 9.1 Any payment or repayment under these Terms and Conditions shall be made to such Person who is registered as a Noteholder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 If a Noteholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. If such account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Noteholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Noteholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate 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.
- 9.3 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 10.4 during such postponement.
- 9.4 If payment or repayment is made in accordance with this Clause 9, the Issuer 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 of that the payment was being made to a Person not entitled to receive such amount.
- 9.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Note Issue or a Subsequent 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 these Terms and Conditions by virtue of any withholding tax, public levy or similar.

10. INTEREST

- 10.1 The Initial Notes will bear 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 Issue Date (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 10.2 Interest accrues during an Interest Period. Subject to Clause 3.9, payment of Interest in respect of the Notes shall be made quarterly in arrears to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 10.3 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).

- 10.4 Subject to Clause 3.9, 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 hundred (200) basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

11. REDEMPTION AND REPURCHASE OF THE NOTES

11.1 Redemption at maturity

Subject to Clause 3.9, the Issuer shall redeem all, but not only some, of the Notes in full on the Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Maturity Date is not a Business Day, the redemption shall to the extent permitted under the CSD's applicable regulations occur on the Business Day following from an application of the Business Day Convention or, if not permitted under the CSD's applicable regulations, on the first following Business Day.

11.2 Purchase of Notes by the Issuer

The Issuer may, subject to applicable regulations, at any time and at any price purchase Notes on the market or in any other way. Notes held by the Issuer may at the Issuer's discretion be retained or sold, but not cancelled, except for cancellation in connection with a full redemption of the Notes.

11.3 Early voluntary total redemption (call option (American))

- 11.3.1 The Issuer may (provided no reduction is applied pursuant to application of Clause 3.9) redeem all, but not only some, of the Notes in full on any Business Day before the Maturity Date at the applicable Call Option Price together with accrued but unpaid interest.

- 11.3.2 Redemption in accordance with Clause 11.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled or waived prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Notes in full at the applicable amount on the specified Redemption Date.

11.4 Mandatory repurchase due to a Change of Control Event (put option)

- 11.4.1 Subject to Clause 3.9, upon the occurrence of a Change of Control Event occurring, each Noteholder shall have the right to request that all or only some of its Notes are repurchased (whereby the Issuer shall have the obligation to repurchase such Notes) at a price per Note equal to one hundred and one (101.00) per cent. of the Nominal Amount (plus accrued but unpaid interest) during a period of thirty (30) Business Days following the notice of the relevant event (exercise period). The settlement date of the put option shall occur within forty (40) Business Days after the expiry of the exercise period. Notwithstanding the above, no put option shall be triggered, and the Issuer shall not be required to repurchase any Notes, due to

a Change of Control Event if the Call Option (American) has been exercised by way of a call notice which has become unconditional on or before the end of the exercise period.

- 11.4.2 The notice from the Issuer pursuant to paragraph (b) of Clause 14.4 shall specify the repurchase 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, or a Person designated by the Issuer, shall repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to paragraph (b) of Clause 14.4.
- 11.4.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Notes. To the extent that the provisions of such regulations conflict with the provisions in this Clause 11.4, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 11.4 by virtue of the conflict.
- 11.4.4 Any Notes repurchased by the Issuer pursuant to this Clause 11.4 may at the Issuer's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Notes in full.

12. TRANSACTION SECURITY

- 12.1.1 Subject to the Intercreditor Agreement, as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants the Transaction Security as first ranking Security to the Secured Parties as represented by the Agent at the times set out in these Terms and Conditions. The Transaction Security shall be provided and perfected pursuant to, and subject to the terms of, the Security Documents.
- 12.1.2 The Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents and the Intercreditor Agreement.
- 12.1.3 Subject to the terms of the Intercreditor Agreement, unless and until the Agent has received instructions from the Noteholders in accordance with Clause 18 (*Decisions by Noteholders*), the Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling Noteholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.

12.2 Miscellaneous

For the purpose of exercising the rights of the Secured Parties, the Agent may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Notes are made to another bank account. The Issuer shall immediately upon request by the Agent provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent and the CSD), that the Agent deems

necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 12.

12.3 **Further assurance**

Subject to the Intercreditor Agreement and the Security Documents, the Issuer shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as may be necessary (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s)):

- (a) to perfect, protect or maintain the Transaction Security created or intended to be created or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
- (b) to (after the Transaction Security has become enforceable) facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

12.4 **Enforcement**

12.4.1 If the Notes are declared due and payable according to Clause 17 (*Termination of the Notes*), the Agent is, without first having to obtain the Noteholders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Agent finds acceptable (if in accordance with the Security Documents and subject to the Intercreditor Agreement).

12.4.2 For the purpose of exercising the rights of the Noteholders and the Agent under the Finance Documents and for the purpose of distributing any funds originating from the enforcement of any Transaction Security, the Issuer irrevocably authorises and empowers the Agent to act in the name of the Issuer, and on behalf of the Issuer, to instruct the CSD to arrange for payment to the Noteholders in accordance with Clause 17.11 below. To the extent permissible by law, the powers set out in this Clause 12.4.2 are irrevocable and shall be valid for as long as any Notes remain outstanding. The Issuer shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney, which the Agent deems necessary for the purpose of carrying out its duties under Clause 17.11.3 below (including as required by the CSD in order for the CSD to accept such payment instructions). Especially, the Issuer shall, upon the Agent's request, provide the Agent with a written power of attorney empowering the Agent to change the bank account registered with the CSD to a bank account in the name of the Agent and to instruct the CSD to pay out funds originating from an enforcement in accordance with this Clause 12.4 to the Noteholders through the CSD.

12.5 **Release of Transaction Security**

Subject to the Intercreditor Agreement, the Agent shall be entitled to release the Transaction Security in accordance with the terms of the Security Documents.

13. **MANAGEMENT, DELEGATION AND DEPOSITARY**

13.1 The Issuer shall ensure that a manager is appointed pursuant to the AIFM Act with respect to it at all times. The AIF Manager shall, as an alternative investment fund manager within the

meaning of the AIFM Act, in accordance with the Management Agreement, provide certain investment, portfolio and risk management services to the Issuer.

- 13.2 The AIF Manager shall be entitled to subcontract part of the services under the Management Agreement to Svensk Bostadspartner or another Affiliate of the Issuer to the extent agreed to by the Issuer and permitted by the AIFM Act and provided such delegate undertakes to comply with the AIF Managers obligations under these Terms and Conditions and the Management Agreement.
- 13.3 The AIF Manager shall treat all Noteholders equally and, when acting pursuant to these Terms and Conditions, act with regard only to the interest of the Noteholders as a group.
- 13.4 Under the Management Agreement, the AIF Manager and, as the case may be, any delegate of the AIF Manager, shall be entitled to receive a management fee as remuneration for its or their services provided to the Issuer. The Management Fee is and shall be market adjusted and at all times be made on arm's length terms. Svensk Bostadspartner or, as the case may be, any other person performing credit management on behalf of the Issuer, shall also be entitled to a one-off credit management fee in connection with the granting of credit, on arm's length terms, amounting to one point five (1.5) per cent. of the amount of credit granted as well as a fee for the management administration of credit amounting to one (1) per cent. *per annum* of the value of the Credit Portfolio.
- 13.5 If the Management Agreement is terminated, the Issuer shall appoint a new AIF Manager (the "**New AIF Manager**") as soon as reasonably practicable provided that management fee must not exceed the fee received by the AIF Manager and the other terms of appointment must not be substantially less favourable than under the Management Agreement.
- 13.6 The Board of Directors shall supervise the AIF Manager's management of the operations of the Issuer and the portfolio and the AIF Manager's performance of services under the Management Agreement.
- 13.7 The AIF Manager shall ensure that the Depositary is appointed pursuant to the AIFM Act. The AIF Manager is entitled to terminate the appointment of the Depositary and appoint a successor Depositary in order to perform the duties of a depositary under the AIFM Act and these Terms and Conditions. The AIF Manager shall appoint a successor depositary in case the appointment of the Depositary terminates for any other reason. Any new Depositary must be authorised to act as a depositary under the AIFM Act and suitable to perform the role of Depositary under these Terms and Conditions.
- 13.8 The AIF Manager and the Issuer shall ensure that the Depositary has the access to the AIF Manager and the Issuer, as well as the support and authority, necessary to carry out its duties.
- 13.9 The AIF Manager and the Issuer shall ensure that the agreement with the Depositary concerning the duties of the Depositary complies with the requirements under these Terms and Conditions and that such agreement can be terminated if the Depositary is in material breach

of its obligations thereunder. In case the appointment of the Depositary is terminated, the AIF Manager shall promptly appoint a successor Depositary.

14. INFORMATION UNDERTAKINGS

14.1 Financial reporting

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

- (a) as soon as practicably possible but in any event within three (3) months after the end of each financial year, its audited financial statements for that financial year prepared in accordance with the Accounting Principles;
- (b) as soon as practicably possible but in any event not later than within two (2) months after the end of each quarter of its financial year, the quarterly financial reports prepared by the Issuer in accordance with the Accounting Principles together with the latest available NAV report;
- (c) as soon as practicable following the occurrence thereof, information regarding the appointment of a New AIF Manager or successor Depositary;
- (d) as soon as practicable following an acquisition or disposal of Notes by the Issuer, the aggregate Nominal Amount held by the Issuer; and
- (e) any other information required by the Swedish Securities Markets Act (*Sw. lag (2007:528) om värdepappersmarknaden*), the AIFM Act, any other applicable statute and the rules and regulations of the Regulated Market on which the Notes are admitted to listing.

14.2 Requirements as to Financial Statements

When the Notes have been listed on a Regulated Market, the reports referred to under paragraphs (a) and (b) of Clause 14.1 shall, in addition, be made available in accordance with the rules and regulations of the relevant Regulated Market (as amended from time to time) and the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*) (if applicable).

14.3 Compliance Certificate

14.3.1 The Issuer shall issue a Compliance Certificate to the Agent signed by the Issuer:

- (a) in connection with the delivery of Financial Statements in accordance with paragraph (b) of Clause 14.1 (*Financial reporting*) or upon making a Restricted Payment pursuant to Clause 16.1;
- (b) in connection with the testing of the Incurrence Test; and
- (c) at the Agent's reasonable request, within twenty (20) calendar days from such request.

14.3.2 In each Compliance Certificate, the Issuer shall:

- (a) certify that, so far as it is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it;
- (b) if provided in connection with the quarterly consolidated interim Financial Statements, or upon making a Restricted Payment pursuant to Clause 16.1, certify that the Maintenance Test is met as per the last day of the quarter to which the Compliance Certificate refers to, including calculations and figures in respect of the Maintenance Test (and, if applicable, calculated on a *pro forma* basis including the relevant Restricted Payment); and
- (c) if provided in connection with the testing of the Incurrence Test, certify that the Incurrence Test is met and including calculations and figures in respect of the Incurrence Test.

14.4 **Miscellaneous**

The Issuer shall:

- (a) keep the latest version of these Terms and Conditions available on the website of the Issuer; and
- (b) promptly notify the Agent (and, as regards a Change of Control Event, the Noteholders) upon becoming aware of the occurrence of a Change of Control Event or an Event of Default, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.

15. **FINANCIAL COVENANTS**

15.1 **Financial Definitions**

In these Terms and Conditions:

“**Cash and Cash Equivalents**” means cash and cash equivalents of the Issuer in accordance with the Accounting Principles.

“**EBITDA**” means in relation to any Reference Period, the consolidated profit of the Issuer from ordinary activities according to the latest Financial Statements (without double counting):

- (a) *before deducting* any amount of tax on profits, gains or income paid or payable;
- (b) *before deducting* any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of borrowings whether paid, payable or capitalised in respect of that Reference Period;
- (c) *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);
- (d) *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;

- (e) *after deducting* the amount of any profit (or adding back the amount of any loss) which is attributable to minority interests; and
- (f) *after adding back* any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group (including any amortisation or impairment of any goodwill arising on any acquisition).

“Indebtedness Ratio” means, at any time, the ratio of Net Financial Indebtedness to Total Assets, expressed as a percentage.

“Interest Cover Ratio” means the ratio of EBITDA to Net Interest Expenses in respect of any Reference Period.

“Interest Expenses” means, for any Reference Period, the aggregate amount of interest, commission, fees, discounts, premiums or charges paid, payable or capitalised by the Issuer in respect of any Financial Indebtedness according to the latest Financial Statements *excluding*:

- (a) any Transaction Costs; and
- (b) any interest (capitalised or otherwise) accrued on any Investor Capital or Subordinated Capital.

“Investor Capital” means the aggregate of (i) equity pursuant to the latest financial report of the Issuer and (ii) any amounts contributed in the form of Junior Fund Units.

“Look-through LTV” means the Portfolio LTV multiplied by the Indebtedness Ratio.

“Market Value” means the market value determined in accordance with the most recent external valuation (or equivalent valuation based upon the Issuer’s internal policies for valuation which shall have been established in co-operation with a certified valuer), provided that the valuation is not older than two years, delivered by the Issuer to the Agent at that time of all Real Estate of a Real Estate Company.

“Net Financial Indebtedness” means, at any time, the aggregate amount of all Financial Indebtedness of the Issuer, excluding any liabilities in respect of Investor Capital and Subordinated Capital, less Cash and Cash Equivalents.

“Net Interest Expenses” means, for the Reference Period, the Interest Expenses according to the latest Financial Statements, after deducting any interest income relating to Cash and Cash Equivalents of the Issuer.

“Portfolio LTV” means, at any time, the aggregate amount of (i) the Loans, (ii) any loans or credits provided by a third party ranking senior to a Loan in relation to the relevant Real Estate and/or the Real Estate Company and (iii) any loans and credits provided by a third party ranking *pari passu* to a Loan in relation to the relevant Real Estate and/or Real Estate Company, as a percentage of the Market Value of the Real Estate held by the Real Estate Companies and for this purpose loans and credits ranking senior or *pari passu* to a Loan shall be loans and credits which are not subordinated in an insolvency scenario from a priority

perspective (Sw; *i förmånsrättsligt hänseende*), for the avoidance of doubt, calculated *pro rata* based on the amount of the Loans.

“**Reference Date**” means the last day of each quarter of the Issuer’s financial year.

“**Reference Period**” means each period of twelve months ending on a Reference Date; and

“**Total Assets**” means the consolidated book value of all assets of the Issuer calculated in accordance with the applicable Accounting Principles;

15.2 **Maintenance Test**

15.2.1 The Maintenance Test is met if:

- (a) the Interest Cover Ratio is not less than 1.50x;
- (b) the Portfolio LTV is equal to or less than 70.00 per cent;
- (c) the Look-through LTV is equal to or less than 50.00 per cent; and
- (d) the Indebtedness Ratio is equal to or less than 75.00 per cent.

15.2.2 The Maintenance Test shall be tested quarterly on each Reference Date, as long as any Note is outstanding, or upon making a Restricted Payment pursuant to Clause 16.1, in each case on the basis of the interim consolidated Financial Statements for the period ending on the relevant or most recent (as applicable) Reference Date.

15.2.3 For the purpose of testing the Maintenance Test in connection with making a Restricted Payment, any cash to be, or which have after the most recent Reference Date but prior to the relevant Restricted Payment been, distributed or contributed through the Restricted Payment(s) shall be deducted *pro forma* from Cash and Cash Equivalents when calculating the relevant financial ratios.

15.3 **Incurrence Test**

15.3.1 The Incurrence Test is met if:

- (a) the Indebtedness Ratio is equal to or less than 75.00 per cent; and
- (b) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant incurrence, distribution or payment (as applicable),

calculated in accordance with Clause 15.3.2 and Clause 15.3.3.

15.3.2 The calculation of the Indebtedness Ratio shall be made as per the balance sheet date of the most recent Financial Statements (the “**Test Date**”).

15.3.3 The figures for Net Financial Indebtedness shall be measured on the relevant Test Date for the Incurrence Test but shall be:

- (a) increased on a *pro forma* basis to include an amount equal to the new Financial Indebtedness in respect of which the Incurrence Test is applied;

- (b) increased to include Financial Indebtedness which requires that the Incurrence Test is met incurred after the relevant Test Date up until and including the date of the incurrence; and
- (c) decreased on a *pro forma* basis to exclude any Financial Indebtedness to the extent it will be refinanced with the new Financial Indebtedness in respect of which the Incurrence Test is applied,

however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce Net Financial Indebtedness.

16. SPECIAL UNDERTAKINGS

So long as any Note remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 16.

16.1 Distributions

16.1.1 The Issuer shall not:

- (a) pay any dividend on its shares;
- (b) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to shareholders;
- (c) repurchase or redeem any of its own shares;
- (d) redeem, repay or repurchase any Junior Fund Units, Subordinated Capital or other debt being subordinated to the Notes (other than Shareholder Debt) or pay capitalised or accrued interest thereunder; or
- (e) make any other similar distribution or transfers of value to the direct or indirect shareholders of the Issuer, or any Affiliates of the Issuer ((a) to (e) each being a “**Restricted Payment**”).

16.1.2 Notwithstanding Clause 16.1.1, a Restricted Payment may be made if:

- (a) no Event of Default is outstanding or would result from such Restricted Payment; and
- (b) the Maintenance Test is met as per the balance sheet date of the most recent Financial Statements (calculated on a *pro forma* basis including the relevant Restricted Payment).

16.2 Admission to trading

The Issuer shall ensure that:

- (a) the Initial Notes and any Subsequent Notes are admitted to trading on the Nordic AIF List of Nordic Growth Market within sixty (60) calendar days of the First Issue Date or, if such admission to trading is unduly onerous to obtain or maintain, that such Notes are admitted to trading on any other Regulated Market by within sixty (60) calendar days of the First Issue Date in each case with an intention to complete such admission to trading within thirty (30) calendar days; and

- (b) the Notes, if admitted to trading on a Regulated Market, continue being admitted to trading thereon 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).

16.3 **Nature of business**

The Issuer shall:

- (a) procure that no substantial change is made to the general nature of the business as carried on by the Issuer on the First Issue Date; and
- (b) not own any shares in any subsidiaries or hold any material assets that are not necessary or desirable in order to carry on the business prescribed by these Terms and Conditions except for Collateral Assets.

16.4 **Financial Indebtedness**

The Issuer shall not incur, prolong, maintain, renew or extend any Financial Indebtedness, provided however that the Issuer may incur, prolong, maintain, renew or extend any Financial Indebtedness that constitutes Permitted Debt.

16.5 **Negative pledge**

The Issuer shall not create or allow to subsist, retain, provide, prolong or renew any security over any of its assets (present or future) to secure any Financial Indebtedness, provided however that the Issuer has a right to create or allow to subsist, retain, provide, prolong and renew any Permitted Security.

16.6 **Disposals of assets**

Subject to the terms of the Intercreditor Agreement, the Issuer shall not sell or otherwise dispose of its assets or operations to any person, unless the transaction is carried out on arm's length terms and provided that it does not have a Material Adverse Effect.

16.7 **Mergers and demergers**

Subject to the terms of the Intercreditor Agreement, the Issuer shall not enter into any amalgamation, demerger, merger or reconstruction otherwise than under an intra-group re-organisation on a solvent basis where the Issuer is the surviving entity and provided that such merger, or demerger is not likely to have a Material Adverse Effect.

16.8 **Acquisitions and Investments**

The Issuer may not directly or indirectly acquire (whether by one transaction or by a series of related transactions) or invest in any real estate or leasehold or interest in the share capital or partnership interest (or equivalent) or the business or assets constituting a separate business or line of business of any company or other person other than (i) as a part of the Issuer's ordinary business in relation to realisation of security (Sw. *panrealisation*) or (ii) with the prior written consent of the Agent.

16.9 Dealings with related parties

16.9.1 The Issuer shall conduct all dealings with its direct and indirect shareholders and/or any Affiliates of such direct and indirect shareholders on arm's length terms other than as permitted under Clause 16.1.

16.10 Investment Policy

16.10.1 The Issuer shall, directly or indirectly, grant loans only for the purpose of financing Real Estate and Real Estate Companies which, directly or indirectly, own or have disposal rights (Sw. *tomträtt*) or other similar rights or which own apartments in cooperatives (Sw. *bostadsrättsandelar* or *ägarlägenheter*) in respect of Real Estate located in Sweden.

16.10.2 The Issuer may also provide guarantees, comfort letters and other undertakings (“**Guarantees**”) as would be customary for a real estate lender in connection with the financing, refinancing, development, management or disposal of Real Estate, provided that:

- (a) such Guarantees relate to obligations which are directly connected to the financing, refinancing, development, management or disposal of Real Estate in accordance with this Clause 16.10;
- (b) the issuance of such Guarantees does not result in a breach of any provision of these Terms and Conditions; and
- (c) such Guarantees do not contravene any mandatory provisions of the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*), including, for the avoidance of doubt, the rules on value transfers and financial assistance.

16.10.3 The Issuer may not undertake an obligation to grant a Loan or Guarantee if such Loan or Guarantee is deemed to result in the Issuer being unable to fulfill its obligations under Clause 15 (*Financial Covenants*).

16.10.4 All Loans shall be secured by appropriate Security. Such Security shall preferably consist of first or second ranking security in property mortgage certificates in any Real Estate financed by the Loan, shares in the relevant Real Estate Company and other property-owning companies, or guarantees from the parent company of a Real Estate Company or other appropriate security. The Issuer shall be permitted to obtain other security such as over tenant-owner/condominium (Sw. *bostadsrätt*) rights, contractual rights, securities, etc.

16.10.5 No Loan may, at the time it is granted, exceed 20 per cent. of the total amount of all granted Loans.

16.11 Issue of Fund Units

16.11.1 Notwithstanding any other provision of the Finance Documents, the Issuer shall not (i) issue any new Fund Units or (ii) other than as permitted pursuant to Clause 16.1, agree to any amendment, variation, waiver or release of any term of a Junior Fund Unit which would cause such Junior Fund Unit to cease to meet the requirements for a Junior Fund Unit hereunder.

16.11.2 Clause 16.11.1 does not apply to an issue of new Fund Units which (a) constitute a Senior Financing Agreement under the Intercreditor Agreement and which are subscribed only by

holders which are, or whose representative is, party to the Intercreditor Agreement as Senior Lender(s) (as defined in the Intercreditor Agreement) or (b) Junior Fund Units

16.12 Share Capital

The Issuer shall procure that its share capital is not increased to an amount exceeding SEK 4,000,000.

16.13 Compliance with law

The Issuer shall in all material respects (a) comply with all laws and regulations applicable to the Issuer from time to time, including but not limited to the rules and regulations of Nordic Growth Market or any other Regulated Market that may be applicable to the Issuer from time to time, and (b) obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence, registration or other permit required for the business carried out by the Issuer, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

17. TERMINATION OF THE NOTES

Each of the events or circumstances set out in this Clause 17 is an Event of Default (save for Clause 17.10 (*Termination*) and Clause 17.11 (*Distribution of proceeds*)).

17.1 Non-payment

The Issuer fails to pay an amount on the date it is due in accordance with the Finance Documents unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of the due date.

17.2 Maintenance Test

The Issuer has failed to comply with the Maintenance Test other than in connection with making a Restricted Payment pursuant to Clause 16.1.

17.3 Other obligations

The Issuer or the AIF Manager does not comply with their respective obligations under the Finance Documents (in any other way than as set out under Clause 17.1 (*Non-payment*) or Clause 17.2 (*Maintenance Test*)), unless the failure to comply is capable of remedy and is remedied within fifteen (15) Business Days of the earlier of (i) the Agent requesting the Issuer in writing to remedy such failure to comply and (ii) the Issuer becoming aware of the failure to comply.

17.4 Cross payment default and cross-acceleration

Any Financial Indebtedness of the Issuer is not paid when due nor within any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described), or any commitment for Financial Indebtedness of the Issuer is cancelled or suspended as a result of an event of default (however described), provided however that no Event of Default will occur under this Clause 17.4 unless

the amount of Financial Indebtedness individually or in the aggregate exceeds an amount corresponding to SEK 10,000,000.

17.5 **Insolvency**

- (a) The Issuer is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally (other than the creditors under the Terms and Conditions) with a view to rescheduling its Financial Indebtedness; or
- (b) a moratorium is declared in respect of the Financial Indebtedness of the Issuer.

17.6 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) calendar days of commencement or, if earlier, the date on which it is advertised):

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (*Sw. företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer;
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Issuer; or
- (c) any analogous procedure or step is taken in any jurisdiction in respect of the Issuer.

17.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Issuer having an aggregate value equal to or exceeding SEK 10,000,000 (or its equivalent in other currencies) and is not discharged within sixty (60) calendar days.

17.8 **Impossibility or illegality**

It is or 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.

17.9 **Continuation of the business**

The Issuer ceases to carry on its business.

17.10 **Termination**

- 17.10.1 Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Noteholders, be made by them jointly) or following an instruction or decision pursuant to Clause 17.10.3 or 17.10.6, on behalf of the Noteholders, by

notice to the Issuer terminate the Notes and to declare all, but not some only, of the Notes due for payment immediately or at such later date as the Agent determines and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

- 17.10.2 The Agent may not terminate the Notes in accordance with Clause 17.10.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 17.10.1.
- 17.10.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to Clause 17.1 (*Non-payment*)) up until the time stipulated in Clause 17.10.4 for as long as, in the reasonable opinion of the Agent such postponement is in the interests of the Noteholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 17.10.4 The Agent shall, within twenty (20) Business Days of the date on which the Agent received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent has decided not to terminate the Notes, the Agent shall, at the earliest possible date, notify the Noteholders that there exists a right of termination and obtain instructions from the Noteholders according to the provisions in Clause 18 (*Decisions by Noteholders*).
- 17.10.5 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 17.10.6 If the Noteholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 18 (*Decisions by Noteholders*), the Agent shall promptly declare the Notes terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Noteholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.
- 17.10.7 If the right to terminate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 17.10.8 For the avoidance of doubt, the Notes cannot be terminated and become due for payment prematurely according to this Clause 17 without relevant decision by the Agent or following instructions from the Noteholders' pursuant to Clause 18 (*Decisions by Noteholders*).

17.10.9 If the Notes are declared due and payable in accordance with this Clause 17, the Issuer shall redeem all Notes with an amount per Note equal to the applicable Call Option Price for the relevant period unless such acceleration occurs before the First Call Date in which case the Issuer shall redeem all Notes equal to the price set out in paragraph (b) of the definition Call Option Price (in each case, together with accrued and unpaid interest).

17.11 **Distribution of proceeds**

17.11.1 If the Notes have been declared due and payable in accordance with this Clause 17, all payments by the Issuer relating to the Notes and any proceeds received from an enforcement of the Transaction Security shall be distributed in accordance with the Intercreditor Agreement.

17.11.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 17.11.1, such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 17.11.1.

17.11.3 Funds that the Agent receives (directly or indirectly) in connection with the termination of the Notes constitute escrow funds (*Sw. redovisningsmedel*) according to the Escrow Funds Act (*Sw. lag (1944:181) om redovisningsmedel*) and must be held on a separate bank 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 17.11 as soon as reasonably practicable.

17.11.4 If the Issuer or the Agent shall make any payment under this Clause 17.11, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least ten (10) Business Days before the payment is made. 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 9.1 shall apply.

18. **DECISIONS BY NOTEHOLDERS**

18.1 **Request for a decision**

18.1.1 A request by the Agent for a decision by the Noteholders on a matter relating to these Terms and Conditions shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.

18.1.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to these Terms and Conditions 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.

18.1.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if 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 the suggested decision is not in accordance with applicable regulations.

- 18.1.4 The Agent shall not be responsible for the content of a notice for a Noteholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 18.1.5 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 18.1.3 being applicable, the Person requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Noteholder, the Issuer shall upon request from such Noteholder provide the Noteholder with necessary information from the Debt Register in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Agent to open the Noteholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.
- 18.1.6 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 18.2 (*Noteholders' Meeting*) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 18.3 (*Written Procedure*). After a request from the Noteholders pursuant to Clause 21.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 18.2.1. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

18.2 **Noteholders' Meeting**

- 18.2.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to each Noteholder no later than five (5) Business Days after receipt of a 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.
- 18.2.2 The notice pursuant to Clause 18.2.1 shall include:
- (a) the time for the meeting;
 - (b) the place for the meeting;
 - (c) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights;
 - (d) an agenda for the meeting (including each request for a decision by the Noteholders);
 - (e) a form of power of attorney;
 - (f) should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice; and
 - (g) information on where additional information (if any) will be published.

Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting.

- 18.2.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- 18.2.4 At a Noteholders' Meeting, the Issuer, the Noteholders (or the Noteholders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Noteholders' Meeting. The Noteholders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Noteholders' Meeting instead of the Noteholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Noteholder.
- 18.2.5 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.

18.3 **Written Procedure**

- 18.3.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a 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 such Person who is registered as a Noteholder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Noteholder(s), the Agent shall send a copy of the communication to the Issuer.
- 18.3.2 A communication pursuant to Clause 18.3.1 shall include:
- (a) each request for a decision by the Noteholders;
 - (b) a description of the reasons for each request;
 - (c) a specification of the Record Date on which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights;
 - (d) 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;
 - (e) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 18.3.1);
 - (f) if the voting shall be made electronically, instructions for such voting; and
 - (g) information on where additional information (if any) will be published.
- 18.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 18.3.1, when consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses

18.4.2 and 18.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 18.4.2 or 18.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

- 18.3.4 The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).

18.4 **Majority, quorum and other provisions**

- 18.4.1 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 8 (*Right to act on behalf of a Noteholder*) from a Person who is, registered as a Noteholder:

- (a) on the Record Date prior to the date of the Noteholders' Meeting, in respect of a Noteholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 18.3.2, in respect of a Written Procedure,

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

- 18.4.2 The following matters shall require consent of Noteholders representing at least sixty-six and two thirds ($66\frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders vote in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3.2:

- (a) waive a breach of or amend an undertaking set out in Clause 16 (*Special undertakings*);
- (b) except as expressly regulated elsewhere in the relevant Finance Document, release any Transaction Security, in whole or in part;
- (c) a mandatory exchange of the Notes for other securities;
- (d) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer (other than as a result of an application of Clause 20 (*Base Rate Replacement*));
- (e) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
- (f) amend the provisions in this Clause 18.4.2 or in Clause 18.4.3.

- 18.4.3 Any matter not covered by Clause 18.4.2 shall require the consent of Noteholders representing more than fifty (50.00) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders vote in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3.2. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a

higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (f) of Clause 19.1) or a termination of the Notes.

18.4.4 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 18.4.2, and otherwise twenty (20.00) 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.

18.4.5 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 18.2.1) or initiate a second Written Procedure (in accordance with Clause 18.3.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Noteholders' consent. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 18.4.5, the date of request of the second Noteholders' Meeting pursuant to Clause 18.2.1 or second Written Procedure pursuant to Clause 18.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 18.4.4 shall not apply to such second Noteholders' Meeting or Written Procedure.

18.4.6 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 these Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.

18.4.7 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.

18.4.8 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 vote 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.

18.4.9 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.

18.4.10 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.

18.4.11 If a decision shall be taken by the Noteholders on a matter relating to these Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a

certificate specifying the number of Notes owned by the Issuer or (to the knowledge of the Issuer) its Affiliates, 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 to determine whether a Note is owned by the Issuer or an Affiliate of the Issuer.

- 18.4.12 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.

19. AMENDMENTS AND WAIVERS

- 19.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Noteholders;
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;
or
- (d) is necessary for the purpose of having the Notes admitted to trading on Nordic AIF List of Nordic Growth Market (or any other Regulated Market, as applicable) provided that such amendment or waiver does not materially adversely affect the rights of the Noteholders;
- (e) has been duly approved by the Noteholders in accordance with Clause 18 (*Decisions by Noteholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Noteholders; or
- (f) the Agent is satisfied that such amendment or waiver is made pursuant to Clause 20 (*Base Rate Replacement*).

- 19.2 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.

- 19.3 An amendment or waiver 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. The Issuer shall promptly publish by way of press release any amendment or waiver made pursuant to Clause 19.1(a) or 19.1(c) in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

20. BASE RATE REPLACEMENT

20.1 General

20.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Noteholders in accordance with the provisions of this Clause 20 shall at all times be made by such Independent Adviser, the Issuer or the Noteholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

20.1.2 If a Base Rate Event has occurred, this Clause 20 shall take precedent over the fallbacks set out in paragraph (a) - (d) the definition of STIBOR.

20.2 Definitions

20.2.1 In this Clause 20:

“**Adjustment Spread**” means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

- (a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (b) if (a) is not applicable, the adjustment spread that the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

“**Base Rate Amendments**” has the meaning set forth in Clause 20.3.4.

“**Base Rate Event**” means one or several of the following circumstances:

- (a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Noteholder using the

applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);

- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*) or in respect of STIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

“**Base Rate Event Announcement**” means a public statement or published information as set out in paragraph (b) to (e) of the definition of Base Rate Event that any event or circumstance specified therein will occur.

“**Independent Adviser**” means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

“**Relevant Nominating Body**” means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Council (Sw. *Finansiella stabilitetsrådet*) or any part thereof.

“**Successor Base Rate**” means:

- (g) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Notes, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (h) if there is no such rate as described in paragraph (g), such other rate as the Independent Adviser determines is most comparable to the Base Rate.

For the avoidance of doubt, in the event that a Successor Base Rate ceases to exist, this definition shall apply *mutatis mutandis* to such new Successor Base Rate.

20.3 **Determination of Base Rate, Adjustment Spread and Base Rate Amendments**

20.3.1 Without prejudice to Clause 20.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 20.3.2.

20.3.2 If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer’s expense, appoint an Independent Adviser to initiate the procedure to determine, as soon as commercially reasonable, a

Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.

- 20.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 20.3.2, the Noteholders shall, if so decided at a Noteholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 20.3.2. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clause 20.3 to 20.6, the Agent (acting on the instructions of the Noteholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.
- 20.3.4 The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").
- 20.3.5 Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

20.4 **Interim measures**

- 20.4.1 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:
- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
 - (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- 20.4.2 For the avoidance of doubt, Clause 20.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 20. This will however not limit the application of Clause 20.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 20 have been taken, but without success.

20.5 **Notices etc.**

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate

Amendments, give notice thereof to the Agent, the Issuing Agent and the Noteholders in accordance with Clause 26 (*Notices and press releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Notes are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

20.6 **Variation upon replacement of Base Rate**

20.6.1 No later than giving the Agent notice pursuant to Clause 20.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 20.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 20. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Noteholders.

20.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 20.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Noteholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 20.

20.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 20. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

20.7 **Limitation of liability for the Independent Adviser**

Any Independent Adviser appointed pursuant to Clause 20.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

21. **THE AGENT**

21.1 **Appointment of the Agent**

21.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer, and in relation to any mandatory exchange of the Notes

for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Noteholder). By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

- 21.1.2 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), as 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.
- 21.1.3 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 and the Agency Agreement.
- 21.1.4 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 21.1.5 The Agent may act as agent or Agent for several issues of securities or other loans issued by or relating to the Issuer notwithstanding potential conflicts of interest.

21.2 **Duties of the Agent**

- 21.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents.
- 21.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent is never acting as an advisor to the Noteholders or the Issuer. Any advice or opinion from the Agent does not bind the Noteholders or the Issuer.
- 21.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 21.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 21.2.5 The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Noteholders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.
- 21.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:
 - (a) after the occurrence of an Event of Default;
 - (b) for the purpose of investigating or considering:

- (i) an event which the Agent reasonably believes is or may lead to an Event of Default; or
- (ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents;
- (c) in connection with any Noteholders' Meeting or Written Procedure; and
- (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents.

Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under these Terms and Conditions shall be distributed in accordance with Clause 17.11 (*Distribution of proceeds*).

21.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.

21.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor:

- (a) whether an Event of Default has occurred;
- (b) the financial condition of the Issuer;
- (c) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (d) whether any other event specified in any Finance Document has occurred or is expected to occur.

Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

21.2.9 The Agent shall:

- (a) review each Compliance Certificate delivered to it to determine that it meets the requirements set out herein and as otherwise agreed between the Issuer and the Agent; and
- (b) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests.

The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 21.2.9.

21.2.10 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.

- 21.2.11 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.
- 21.2.12 The Agent shall give a notice to the Noteholders 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 if it refrains from acting for any reason described in Clause 21.2.11.

21.3 **Limited liability for the Agent**

- 21.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 21.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 21.3.3 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.
- 21.3.4 The Agent shall have no liability to the Issuer or the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with the Finance Documents.
- 21.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

21.4 **Replacement of the Agent**

- 21.4.1 Subject to Clause 21.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent (which must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances) at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 21.4.2 Subject to Clause 21.4.6, if the Agent is insolvent or becomes subject to bankruptcy proceedings, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

- 21.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 21.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after:
- (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
 - (b) the Agent was dismissed through a decision by the Noteholders,
- the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of the Notes.
- 21.4.5 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.
- 21.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:
- (a) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent; and
 - (b) the period pursuant to paragraph (b) of Clause 21.4.4.
- 21.4.7 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.
- 21.4.8 In the event that there is a change of the Agent in accordance with this Clause 21.4, 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.

22. THE ISSUING AGENT

- 22.1 The Issuer shall when necessary appoint an 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.

- 22.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Notes.
- 22.3 The Issuing Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.
- 22.4 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.

23. THE CSD

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

24. NO DIRECT ACTIONS BY NOTEHOLDERS

- 24.1 A Noteholder may not take any action or legal steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents 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.
- 24.2 Clause 24.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 21.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 21.2.11, such failure must

continue for at least forty (40) Business Days after notice pursuant to Clause 21.2.12 before a Noteholder may take any action referred to in Clause 24.1.

- 24.3 The provisions of Clause 24.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 11.4 (*Mandatory repurchase due to a Change of Control (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

25. TIME-BAR

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

26. NOTICES AND PRESS RELEASES

26.1 Notices

- 26.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail 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 to such address as notified by the Issuer to the Agent by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Agent, to such e-mail address as notified by the Issuer to the Agent from time to time; and
 - (c) if to the Noteholders, shall be given at addresses registered with the CSD on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letters for all Noteholders. A notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

- 26.1.2 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 Agent and the Issuer, by e-mail) and will only be effective:
- (a) in case of courier or personal delivery, when it has been left at the address specified in Clause 26.1.1;
 - (b) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 26.1.1; or
 - (c) in case of e-mail to the Agent or the Issuer, when received in legible form by the e-mail address specified in Clause 26.1.1.
- 26.1.3 Any notice or other communication pursuant to the Finance Documents shall be in English. However, financial reports published pursuant to Clause 14.1 may be in Swedish.
- 26.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.
- 26.2 **Press releases**
- 26.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clause 11.3, paragraph (b) of Clause 14.4 or Clauses 17.10.3, 17.11.4, 18.4.12, 18.2.1, 18.3.1, 19.2, 20.5, 21.2.12 or 21.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 26.2.2 In addition to Clause 26.2.1, if any information relating to the Notes or the Issuer contained in a notice that the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled, but not obligated to issue such press release (to the extent it is able to do so).

27. FORCE MAJEURE

- 27.1 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.
- 27.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 27.3 The provisions in this Clause 27 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

28. GOVERNING LAW AND JURISDICTION

- 28.1 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.
- 28.2 Any dispute or claim arising in relation to these Terms and Conditions shall be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
-

SCHEDULE 1

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

To: Nordic Trustee & Agency AB (publ) as Agent

From: SBP Kredit AB (publ) as Issuer

Date: [date]

Dear Sir or Madam,

SBP Kredit AB (publ)
Maximum SEK 3,000,000,000 Loan Notes
with ISIN: SE0029026095
(the “Notes”)

(1) We refer to the terms and conditions for the Notes (the “**Terms and Conditions**”). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

(2) **Maintenance Test**

We hereby confirm that in relation to the Reference Period ending on [Reference Date]:

- (a) Interest Cover Ratio was: [●]
- (b) Portfolio LTV was: [●]
- (c) Look-through LTV was: [●]
- (d) Indebtedness Ratio was: [●]

and therefore the Maintenance Test is [met]/[not met].

Computations as to compliance with the Maintenance Test are attached hereto.

(3) **Incurrence Test**

We refer to [*describe incurrence*] (the “**Incurrence**”). We confirm that the Incurrence Test is met in relation to the Incurrence and that in respect of the date of the Incurrence Test, [date]:

- (a) the Net Financial Indebtedness was SEK [●], Total Assets was SEK [●] and therefore the Indebtedness Ratio was less than [●]; and
- (b) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant incurrence,

in each case including the Incurrence on a *pro forma* basis and otherwise calculated in accordance with the Terms and Conditions.

Computations as to compliance with the Incurrence Test are attached hereto.

(4) [We confirm that, so far as we are aware, no Event of Default is continuing.]

[Company]

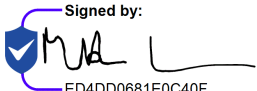
Name:

Authorised signatory

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

The Issuer

SBP Kredit AB (publ)

Signed by:

ED4DD0681E0C40F...
Name: _____


Signed by:

4372974EC0F2465...
Name: _____

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


The Agent

Nordic Trustee & Agency AB (publ)

Signed by:

BD5F35C7867A483...
Name: _____

The AIFM Manager

AIFM Capital AB

Signed by:

6B6AAEAB6CDC451...
Name: _____