

Notice of Written Procedure for senior unsecured callable floating rate bonds in Oscar Properties Holding AB (publ)

To the holders of the maximum SEK 500,000,000 senior unsecured callable floating rate bonds with ISIN SE0005936390 (the "Bonds") issued by Oscar Properties Holding AB (publ) (the "Issuer") on 3 September 2014

This voting request for procedure in writing will be sent by regular mail on 5 April 2019 to Holders directly registered in the debt register (Sw. skuldbok) kept by Euroclear Sweden AB. This voting request has also been published on the websites of the Issuer and the Agent (as defined below), in accordance with the Terms and Conditions. If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Voting rights.

Intertrust (Sweden) AB (the "**Agent**") is under the Terms and Conditions appointed as Agent for the above mentioned issuance of Bonds of the Issuer. In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Holders can vote for or against the Issuer's request to amend the Terms and Conditions.

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice to a Written Procedure**") shall have the meanings assigned thereto in the Terms and Conditions for the Bonds.

This voting request, and associated enclosed Schedules 1 and 2, have been construed in accordance with applicable regulations in the Terms and Conditions.

Holders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, a power of attorney/authorisation, substantially in the form as attached hereto as Schedule 2 (the "**Power of Attorney**"), if the Bonds are held in custody other than with Euroclear Sweden AB, to the Agent. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

The Agent must receive the Voting Form no later than **12:00 (CEST), 6 May 2019**, by regular mail, via courier or e-mail to the addresses indicated below under section Address for sending replies. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Holder on **16 April 2019 (the "Record Date")**. This means that the person must be registered on a Securities Account with Euroclear Sweden AB, being the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

The information in this Notice to a Written Procedure regarding the Issuer and market conditions is provided by the Issuer, and the Agent expressly disclaims any liability whatsoever related to such information.

A. Request

Background

As communicated in a press release dated 2 April 2019, the Issuer has taken operational, strategic and financial measures to adapt its business to the prevailing market situation. Among other things, the project portfolio has been adapted through a number of divestments and conversions. Furthermore, three new concepts have been launched to broaden the business and a cost-saving program has been implemented with estimated cost savings of approximately SEK 30 million annually. Including the cancelled dividend on preference shares and the winding-up of the construction operations, liquidity of approximately SEK 117 million is made available annually, which the Group can use to invest in the business to generate long-term shareholder value.

The Issuer is working on a plan to create a long-term sustainable capital structure given the new market conditions. Against this background, the Issuer intends to extend its Bond loan and proposes certain other amendments to the Terms and Conditions as being described below under "Proposal".

In summary the main amendments include the following:

- 1) the maturity of the Bond loan will be extended by two years from September 3, 2019 to September 3, 2021;
- 2) the redemption price for the Bonds will be changed to 100 percent of the Nominal Amount up to and including 3 September 2019, with the subsequent half-yearly increase of 2 percent, to a maximum of 108 percent the last extension year (which ends September 3, 2021);
- 3) the coupon rate will be increased from 3 September 2019 to Stibor 3 months + 8 percent; and
- 4) the Issuer will undertake, among other things, not to pay any dividend on shares before the new maturity date of the Bond, 3 September 2021, or until the bond loan has been repaid.

A condition for the Bond extension is that the Issuer makes a voluntary amortisation of 25 per cent of the Nominal Amount of the Bond loan (*i.e.* SEK 112,500,000) at par no later than December 31, 2019 (the "**Bond Amortisation**"). If the Bond Amortisation has not been made by 31 December 2019 at the latest, the Bond loan matures for immediate payment. The Issuer intends to finance the Bond Amortisation by divesting parts of its existing property portfolio. Agreements on such divestments have not yet been concluded and the financing of the Bond Amortisation is thus not secured. The extension of the Bond loan will furthermore be conditional on that the Issuer no later than 31 December 2019 offers the Holders to convert Bonds for the equivalent of 40 percent of the Bond loan's Nominal Amount into ordinary shares of series B in the Issuer. As part of the Bond extension, the Issuer will - until the repayment and / or conversion of a total of 50 per cent of the Bond loan's Nominal Amount - provide a share pledge in the project Gasklockan.

As communicated in the press release dated 2 April 2019, certain fund managers, including Spiltan and Mangold (for discretionary managed client's accounts), which together hold approximately 23 percent of the Bonds, support the Issuer's proposal and have undertaken in advance to accept and vote for the proposed amendments to the Terms and Conditions of the Bond loan. Following the press release, additional bondholders, which together hold an additional 16 percent, are positive to the proposal and intend to vote for the proposed amendments. In addition, Mangold holds Bonds in custody for its clients corresponding to an additional 7 percent of the outstanding Bonds and these bondholders can follow Mangold's general recommendation to vote for the proposed amendments.

The Issuer further investigates the possibilities of changing its share structure through a voluntary exchange process whereby preference shareholders are given the opportunity to exchange their preference shares to ordinary shares in the Issuer. The Issuer has initiated discussions with some major holders of the Issuer's preference shares regarding the terms of such an exchange procedure, a concrete exchange proposal will require a special Annual General Meeting approval in order to be implemented. No proposal regarding this is submitted to the Annual General Meeting 2019.

Proposal

Amendments of the Terms and Conditions

The Holders are hereby requested to approve the amendments to the Terms and Conditions as set out in Schedule 3 which are summarised under this section "Proposal".

Certain consequential amendments and updates may also be made to the Terms and Conditions, which includes any amendment necessary to comply with the rules and regulations of the CSD.

For a complete understanding of the amendments, please review the amended Terms and Conditions set out in Schedule 3. Blue and underlined text in the Terms and Conditions indicates additions whereas red and crossed-out text indicates removals.

Extension of the redemption date

As set forth in Schedule 3, the term for the Bonds will be extended by two years, which implies that the extended final redemption date will be 3 September 2021 (the "**Extended Final Redemption Date**"). On the Extended Final Redemption Date, all Bonds will be redeemed with an amount per Bond equal to 108.00 per cent. of the Nominal Amount together with accrued but unpaid Interest.

The extension is subject to a voluntary amortisation of 25 per cent of the Nominal Amount of the Bond loan at par no later than December 31, 2019. The extension is furthermore conditional on that the Issuer no later than 31 December 2019 offers the Holders to convert Bonds for the equivalent of 40 percent of the Bond loan's Nominal Amount into ordinary shares of series B in the Issuer (the "**Conversion**").

In the event the above conditions are not met by December 31, 2019, the Bond will immediately mature and fall due for payment at par.

Security

As set forth in Schedule 3, the Issuer will, until a partial amortisation and / or the Conversion have been made of a total of 50 per cent of the Bond loan's Nominal Amount, provide a share pledge in the project Gasklockan.

Spiltan Fonder and Mangold Fondkommission will be authorised to act on behalf of all Holders to, in their sole discretion, release the security should any external lender providing a loan to project Gasklockan require the same security assets. The authorisation is subject to that at least one of Spiltan Fonder and Mangold Fondkommission are holding Bonds at the time such release decision is taken. Spiltan Fonder and Mangold Fondkommission shall have no liability towards other Holders, either directly or indirectly, for such decision.

Increased interest

As set forth in Schedule 3, from 3 September 2019, the interest will increase to 3 months Stibor + 800 basis points.

Special undertakings

As set forth in Schedule 3, no distributions to the shareholders will be permitted. Moreover, Group Companies will not be permitted to issue Market Loans with maturity/early redemptions prior to the Extended Final Redemption Date, except for any existing Market Loans or any extension or refinancing of existing Market Loans. No issuance of Subsequent Bonds will be permitted.

Call option and amortisation

As set forth in Schedule 3, amended provisions will be included regarding the call options and provisions will be added regarding amortisations.

The Issuer may redeem the Bonds in full (call option) or may partly amortise Bonds in accordance with the following (together with accrued but unpaid Interest):

- a. 100.00 per cent. of the Nominal Amount until 3 September 2019;
- b. 102.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 September 2019 up to (but excluding) 4 March 2020;
- c. 104.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 March 2020 up to (but excluding) 4 September 2020;
- d. 106.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 September 2020 up to (but excluding) 4 March 2021; and
- e. 108.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 March 2021 up to (but excluding) the Extended Final Redemption Date.

Request

The purpose of the Written Procedure is to obtain consent to the amendments of the Terms and Conditions and obtain the confirmations in accordance with what is set out under Proposal and as set out in Schedule 3 attached hereto.

Non-reliance

The Request is presented to the Holders without evaluation, advice or recommendations from the Agent. The Agent has not reviewed or assessed this Notice to a Written Procedure or the Request (and their effects, should it be adopted) from a legal or commercial perspective of the Holders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice to a Written Procedure or the Request (and their effects, should it be adopted). The Holders must independently evaluate whether the above Request (and its effects) is acceptable or not.

All Holders are strongly encouraged to review and consider the Request and the underlying information.

B. Decision procedure

The Agent will determine whether replies received are eligible to participate in the Written Procedure, continuously calculate the replies provided in respect of the Request and determine the result of the Written Procedure as soon as possible based thereon.

Once a requisite majority of consents of the Adjusted Nominal Amount for which Holders reply in the Written Procedure have been received by the Agent, the relevant decision shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired. The Issuer and the Agent shall enter into the amended and restated Terms and Conditions. In addition, the Issuer and the Agent may agree to take any action deemed required in order to implement the Request.

Information about the decision taken in the Written Procedure will be sent by notice to the Holders, published on the websites of the Issuer and the Agent and published by way of press release by either the Agent or the Issuer.

If the Request is approved by the Written Procedure it will be binding to all Holders whether they participated in the Written Procedure or voted against the Request or not, in accordance with the Terms and Conditions.

Voting rights

Anyone who wishes to participate in the Written Procedure must on **16 April 2019** (the "**Record Date**"):

- (i) be registered on the Securities Account as a direct registered owner (*Sw. direktregistrerad ägare*); or
- (ii) be registered on the Securities Account as authorised nominee (*Sw. förvaltare*),

with respect to one or several Bonds.

If you are not registered as a direct registered owner, but your Bonds are held through a registered authorised nominee (*Sw. förvaltare*) or another intermediary, you may have two different options to influence the voting for the Bonds.

Bonds registered with a nominee

If you are not registered as a direct registered owner, but your Bonds are held through a registered authorised nominee or another intermediary, you may have two different options to influence the voting for the Bonds.

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

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

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

Quorum

In order to form a quorum, Holders representing **at least fifty (50.00) per cent.** of the Adjusted Nominal Amount must reply to the Request in the Written Procedure.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

Majority

To approve the Request, **at least three quarters (3/4)** of the Adjusted Nominal Amount for which Holders reply in the Written Procedure must consent to the Request.

Final date to vote in the Written Procedure

The Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than by **12.00 (CET) on 6 May 2019**. Votes received thereafter will be disregarded.

The individual Holder may authorise the Agent to vote on its behalf, in which case the Holder's Form also serves as a proxy. A duly signed Holder's Form, authorising the Agent to vote, must then be returned to the Agent in due time before last day for replies (by scanned e-mail, regular mail or courier).

Address for sending replies

By regular mail:

Intertrust (Sweden) AB
Attn: Mia Fogelberg, P.O. Box 16285, 103 25 Stockholm, Sweden

By courier:

Intertrust (Sweden) AB
Attn: Mia Fogelberg, Sveavägen 9, 10th floor 111 57 Stockholm, Sweden

By e-mail:

trustee@intertrustgroup.com

For further questions please see below:

To the Agent:

Intertrust (Sweden) AB, Mia Fogelberg, trustee@intertrustgroup.com, +46 70 141 10 82

To the Issuer:

Oscar Properties Holding AB (publ), Oscar Engelbert, oscar@oscarproperties.se, + 46 70 568 00 01

Stockholm on 5 April 2019

Intertrust (Sweden) AB

as Agent

Schedule 1 VOTING FORM

for the Written Procedure initiated on 5 April 2019 up to SEK 500,000,000 senior unsecured callable floating rate bonds with ISIN SE0005936390 (the "Bonds") issued by Oscar Properties Holding AB (publ) (the "Issuer") on 3 September 2014.

Oscar Properties Holding AB (publ) requests the Holders to approve the Request set out in the notice for the Written Procedure.

The Agent is hereby empowered to enter into all necessary documentation required to implement the Request, in the event the Request is approved.

Reply

Name of person/entity voting: _____

Nominal Amount voted for: _____

The undersigned hereby (put a cross in the appropriate box) votes for alternative:

A) Approve
 B) Reject
 C) Refrain from voting

with respect to the Request.

Signature

Name in print:

Contact information

Email:

Tel:

NOTE: Please attach a power of attorney/authorization if the person/entity voting is not registered on the Securities Account as a direct registered owner or authorized nominee. The voting form shall be signed by an authorized signatory. A certified copy of a registration certificate or a corresponding authorization document for the legal entity shall be appended to the voting form for any legal entity voting. The registration certificate, where applicable, may not be older than one year.

Schedule 2 POWER OF ATTORNEY/AUTHORISATION¹

for the Written Procedure initiated on 5 April 2019 up to SEK 500,000,000 senior unsecured callable floating rate bonds with ISIN SE0005936390 (the "Bonds") issued by Oscar Properties Holding AB (publ) (the "Issuer") on 3 September 2014.

Authorized Person²: _____

Nominal Amount³: _____

Grantor of authority⁴: _____

We hereby confirm that the Authorized Person specified above has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of⁵: _____

We are (put a cross in the appropriate box):

- Registered as authorized nominee on a Securities Account
- Registered as direct registered owner on a Securities Account
- Other intermediary and hold the Bonds through⁶ _____

Date:

Signature

¹ Use this form to confirm a person's/entity's authority to vote if the person/entity is not registered as a direct registered owner or authorized nominee.
² Insert the name of the person/entity that should be authorized to vote.
³ Insert the aggregate nominal amount the Authorized Person should be able to vote for.
⁴ Insert the name of entity/person confirming the authority.
⁵ The total Nominal Amount the undersigned represents
⁶ Mark this option if the undersigned is not registered as authorized nominee or direct registered owner in the Securities Account kept by Euroclear. Please insert the name of the firm the undersigned holds the Bonds through.

Schedule 3

Amended Terms and Conditions

**TERMS AND CONDITIONS FOR
OSCAR PROPERTIES HOLDING AB (PUBL)
MAXIMUM SEK 500,000,000
SENIOR ~~UNSECURED~~ CALLABLE FLOATING RATE
BONDS ~~2014/2019~~2014/2021**

ISIN: SE0005936390

Issue Date: 3 September 2014

[As amended on \[•\] 2019 \(the “Amendment Date”\)](#)

The distribution of this document and the private placement of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required to inform themselves about, and to observe, such restrictions.

The Bonds 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 Bonds 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.

TABLE OF CONTENTS

1. DEFINITIONS AND CONSTRUCTION..... 1

2. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS810

3. STATUS OF THE BONDS.....910

4. USE OF PROCEEDS910

5. SECURITY11

~~5~~6. THE BONDS AND TRANSFERABILITY912

~~6~~7. BONDS IN BOOK-ENTRY FORM.....1013

~~7~~8. RIGHT TO ACT ON BEHALF OF A HOLDER.....1014

~~8~~9. PAYMENTS IN RESPECT OF THE BONDS.....1114

~~9~~10. INTEREST1115

~~10~~11. REDEMPTION AND REPURCHASE OF THE BONDS.....1215

~~11~~12. SPECIAL UNDERTAKINGS1317

~~12~~13. TERMINATION OF THE BONDS1620

~~13~~14. DISTRIBUTION OF PROCEEDS2024

~~14~~15. DECISIONS BY HOLDERS2025

~~15~~16. HOLDERS' MEETING2327

~~16~~17. WRITTEN PROCEDURE2428

~~17~~18. AMENDMENTS AND WAIVERS2429

~~18~~19. APPOINTMENT AND REPLACEMENT OF THE AGENT2529

~~19~~20. APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT2833

~~20~~21. NO DIRECT ACTIONS BY HOLDERS2933

~~21~~22. TIME-BAR.....2933

~~22~~23. NOTICES AND PRESS RELEASES.....3034

~~23~~24. FORCE MAJEURE AND LIMITATION OF LIABILITY.....3135

~~24~~25. LISTING3135

~~25~~26. GOVERNING LAW AND JURISDICTION3135

**TERMS AND CONDITIONS FOR
OSCAR PROPERTIES HOLDING AB (PUBL)
MAXIMUM SEK 500,000,000
SENIOR ~~UNSECURED~~-CALLABLE FLOATING RATE BONDS
~~2014/2019~~2014/2021
ISIN: SE0005936390**

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 Holder has opened a Securities Account in respect of its Bonds.

“**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 Bonds outstanding at the relevant time less the Nominal Amount of all Bonds owned by a Group Company or an Affiliate of a Group Company, irrespective of whether such Person is directly registered as owner of such Bonds.

“**Affiliate**” means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Agent**” means the Holders’ agent under these Terms and Conditions from time to time; initially ~~CorpNordie~~-Intertrust (Sweden-) AB (reg. no. 556625-5476, P.O. Box 16285, SE-103 25 Stockholm, Sweden).

“**Agent Agreement**” means the agreement entered into on or about the Issue Date between the Issuer and the Agent, or any replacement agent agreement entered into after the Issue Date between the Issuer and an Agent.

“**Associated Company**” means any Person, other than a Group Company, in which a Group Company owns equity or other shares.

“**Bond**” means debt instruments (Sw. *skuldförbindelser*), each for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Swedish Financial Instruments Accounts Act, issued by the Issuer under these Terms and Conditions.

“**Book Equity**” means the consolidated book value of the Group’s aggregate shareholders’ equity according to the latest Financial Report.

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

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

“**Call Option Amount**” means:

- (a) 104.50 per cent. of the Nominal Amount if the call option is exercised on or after the First Call Date up to (but excluding) the date falling 42 months after the Issue Date;
- (b) 102.50 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 42 months after the Issue Date up to (but excluding) the date falling 48 months after the Issue Date; and
- (c) ~~101.00~~ 100.00 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 48 months after the Issue Date up to (but excluding) the Final Redemption Date.

“**Cash**” means cash in hand held by the Group Companies or with a reputable bank credited to an account in the name of a Group Company, also including amounts that can be freely drawn upon in relation to revolving credit facilities or working capital facilities, and in each case to which a Group Company is beneficially and legally entitled and which is immediately available to be applied in repayment or prepayment of the Bonds or payment of interest (for the avoidance of doubt, not including, *e.g.*, any cash subject to a pledge or similar arrangement, any amount standing on client accounts or construction credits (Sw. *byggnadskreditiv*)).

“**Cash Equivalents**” means, in respect of the Group, (i) immediately available funds at bank or postal accounts and (ii) marketable debt securities held for cash management purposes that can be realised promptly and which has a credit rating of either A-1 or higher by Standard & Poor’s Rating Services, F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody’s Investor Services Limited, or, if no rating is available in respect of the commercial paper or debt securities, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating.

“**Cash Position**” means the aggregate amount of Cash and Cash Equivalents held by the Group calculated on a consolidated basis in accordance with the latest Financial Report (as applicable).

“**Change of Control Event**” means the occurrence of an event or series of events whereby (i) the ordinary shares in the Issuer is not listed on ~~NASDAQ-OMX~~ Nasdaq First North Premier or a Regulated Market or (ii) one or more Persons (other than the Main Shareholder)

acting together, acquire control over the Issuer and where “**control**” means (a) acquiring or controlling, directly or indirectly, more than 50.00 per cent. of the voting shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“**Compliance Certificate**” means a certificate, in form and substance reasonably satisfactory to the Agent, signed by the Issuer certifying (i) 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 and, (ii) if provided in connection with a Financial Report being made available, that the Maintenance Test is met and including calculations and figures in respect of the ratio of Book Equity to Total Assets.

“**Conversion Event**” means that the Issuer has resolved upon and offered the Holders to participate in a voluntary conversion of the Bonds to common shares of series B of the Issuer to a maximum aggregate amount of 40.00 per cent. of the total Nominal Amount of the Bonds outstanding at the time such offer is initiated. Each Bond will be converted at par and in the event of over-subscription each Holder shall be entitled to convert one (1) Bond, but additional applications may be reduced *pro rata*. The share price in the conversion share issue shall correspond to the volume weighted average price for the common shares of the Issuer for each trading day during a period of 10 trading days prior to the share issue resolution. The Issuer intends to provide a market discount on the conversion price (for the avoidance of doubt the providing of any such discount shall not be considered as a condition for the occurrence of a Conversion Event).

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time; initially Euroclear Sweden AB (reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden).

“**Event of Default**” means an event or circumstance specified in Clause ~~12.1~~13.1.

“**Extended Call Option Amount**” means:

- (a) 102.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 September 2019 up to (but excluding) 4 March 2020;
- (b) 104.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 March 2020 up to (but excluding) 4 September 2020;
- (c) 106.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 September 2020 up to (but excluding) 4 March 2021; and
- (d) 108.00 per cent. of the Nominal Amount if the call option is exercised on or after 4 March 2021 up to (but excluding) the Extended Final Redemption Date.

“**Extended Final Redemption Date**” means 3 September 2021.

“**Final Redemption Date**” means 3 September 2019.

“Finance Documents” means these Terms and Conditions, the Agent Agreement, the Share Pledge Agreement documenting the Transaction Security, and any other document designated as a Finance Document 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, to the extent the arrangement is or would have been treated as a finance lease in accordance with the Accounting Principles as applicable on the Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability), and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles as applicable on the Issue Date shall not, regardless of any subsequent changes or amendments of the Accounting Principles, be considered as finance or capital leases;
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements (other than in relation to contracting agreements (Sw. *entreprenadavtal*)) but excluding vendor notes (Sw. *säljarevers*) issued in relation to acquisitions of real estates);
- (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);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)–(f).

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

“Financial Report” means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly interim unaudited consolidated reports of the Group or the quarterly interim unaudited unconsolidated reports of the Issuer, which shall be prepared and made available according to Clause ~~11.9.1(a)~~ (b)12.9.1(a)–(b).

“First Call Date” means the date falling 30 months after the 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.

“Force Majeure Event” has the meaning set forth in Clause ~~23.1~~ 24.1.

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

“**HoldCo**” means a newly established company having a directly or indirectly ownership in the Project Gasklockan.

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

“**Holders’ Meeting**” means a meeting among the Holders held in accordance with Clause ~~15~~ 16 (*Holders’ Meeting*).

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

“**Initial Bond Issue**” has the meaning set forth in Clause 2.1.

“**Initial Nominal Amount**” has the meaning set forth in Clause 2.1.

“**Interest**” means the interest on the Bonds calculated in accordance with Clause ~~9.1–9.3~~ 10.1–10.3.

“**Interest Payment Date**” 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 on 3 December 2014 and the last Interest Payment Date being the Extended Final Redemption Date, subject to Clause 11.1.2).

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

“**Interest Rate**” means a floating rate of STIBOR (3 months) + 5.50 per cent. per annum and from 3 September 2019 until the Extended Final Redemption Date a floating rate of STIBOR (3 months) + 8.00 per cent. per annum.

“**Issue Date**” means 3 September 2014.

“**Issuer**” means Oscar Properties Holding AB (publ) (reg. no. 556870-4521, P.O. Box 5123, SE-102 43, Stockholm, Sweden).

“**Issuing Agent**” means Swedbank AB (publ) (reg. no. 502017-7753, SE-105 34 Stockholm, Sweden) or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Listing Failure**” means the situation where the Bonds have not been listed on the corporate bond list of ~~NASDAQ OMX~~ Nasdaq Stockholm (or any other Regulated Market) within 60 calendar days after the Issue Date.

“**Main Shareholder**” means Oscar Engelbert and his Affiliates.

“**Maintenance Test**” is met if and (i) the ratio of Book Equity to Total Assets at all times is at least 0.25; and (ii) the Cash Position amounts to not less than SEK 30,000,000 on the last day of each interim quarter. The Issuer may in its sole discretion chose to calculate the Maintenance Test in accordance with the Accounting Principles as applicable on the Issue Date, or the Accounting Principles as otherwise adopted or amended from time to time.

“**Make Whole Amount**” means an amount equal to the sum of:

- (a) the present value on the relevant Record Date of 104.50 per cent. of the Nominal Amount as if such payment originally should have taken place on the First Call Date; and
- (b) the present value on the relevant Record Date of the remaining Interest payments (excluding accrued but unpaid Interest up to the relevant Redemption Date) up to and including the First Call Date (assuming that the Interest Rate for the period from the relevant Redemption 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 Holders);

both calculated by using a discount rate of 50 basis points over the comparable Swedish Government Bond Rate (*i.e.* comparable to the remaining duration of the Bonds until the First Call Date).

“**Mangold Fondkommission**” means [Mangold Fondkommission AB \(reg. no. 556585-1267, SE-102 15, Stockholm, Sweden\)](#).

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

“**Material Adverse Effect**” means a material adverse effect on (a) the business, financial condition or operations of the Group taken as a whole, (b) the Issuer’s ability or willingness to perform and comply with its payment and other undertakings under these Terms and Conditions or (c) the validity or enforceability of these Terms and Conditions.

“**Material Group Company**” means the Issuer or a Subsidiary representing more than 5.00 per cent. of either (i) the total assets of the Group on a consolidated basis (for the avoidance of doubt, excluding any intra-group transactions) or (ii) the net profit of the Group on a consolidated basis according to the latest Financial Report.

“~~NASDAQ OMX~~ [Nasdaq](#) Stockholm” means ~~NASDAQ OMX~~ [Nasdaq](#) Stockholm AB (reg. no. 556420-8394, SE-105 78 Stockholm, Sweden).

“**Net Proceeds**” means the proceeds from the Initial Bond Issue or any Subsequent Bond Issue which, after deduction has been made for the transaction costs payable by the Issuer to

the Issuing Agent for the services provided in relation to the placement and issuance of the Bonds, shall be transferred to the Issuer and used in accordance with Clause 4 (*Use of proceeds*).

“**Nominal Amount**” has the meaning set forth in Clause 2.1.

“**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.

“**Project Gasklockan**” means the development of the property Stockholm Stålklockan 1 (which is a freehold property in Stockholm, Sweden containing a building right of 27,000 m² for 312 units).

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

“**Record Date**” means 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 Holders is to be made under Clause ~~13~~ 14 (*Distribution of proceeds*), (iv) the date of a Holders’ Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“**Redemption Date**” means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause ~~10~~ 11 (*Redemption and repurchase of the Bonds*).

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

“**Release Conditions**” means a voluntary partial repayment of the Bonds by the Issuer in accordance with Clause 11.4 (*Voluntary partial repayment by the Issuer*) and/or a Conversion Event occurring of at least 50.00 per cent. of the Nominal Amount of the Bonds in total (i.e. at least SEK 225,000,000). However, when determining whether the Release Conditions are met and irrespective of the actual conversion amount, conversion may not represent more than 20.00 per cent. of the Nominal Amount of the Bonds (i.e. SEK 90,000,000) (meaning, for avoidance of doubt, that any conversion amount above 20.00 per cent. of the Nominal Amount of the Bonds shall not be taken into account when determining whether the Release Conditions are met).

“**Relevant Period**” means each period of 12 consecutive calendar months.

“**Restricted Payment**” has the meaning set forth in Clause ~~11~~ 12.1.

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

“**SEK**” means the lawful currency of Sweden.

“Share Pledge Agreement” means the share pledge agreement to be entered into between the Issuer and the Agent (acting on its own behalf and in its capacity as agent and security agent representing the Holders) in relation to first priority pledge over all shares in HoldCo.

“Spiltan Fonder” means Spiltan Fonder AB (reg. no. 556614-2906, SE-114 53, Stockholm, Sweden, including any of its funds from time to time.)

“STIBOR” means:

- (a) the applicable percentage rate per annum displayed on NASDAQ OMX Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in SEK and for a period comparable to the relevant Interest Period; or
- (a) if no rate is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by 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
- (b) if no quotation is available pursuant to paragraph (b), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant period; and

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

“Subsequent Bond Issue” means any issue of Subsequent Bonds.

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

“Subsidiary” means, in relation to the Issuer, any legal entity (whether incorporated or not), in respect of which the Issuer, directly or indirectly, (a) owns shares or ownership rights representing more than 50.00 per cent. of the total number of votes held by the owners, (b) otherwise controls more than 50.00 per cent. of the total number of votes held by the owners, (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body or (d) exercises control as determined in accordance with the Accounting Principles.

“Swedish Government Bond Rate” means the yield to maturity at the time of computation of direct obligations of Sweden, acting through the Swedish National Debt Office (a Swedish Government Bond; Sw. *statsobligation*) with a constant maturity (such yield to be the weekly average yield as officially compiled and published in the most recent financial statistics that has become publicly available at least two Business Days (but not more than five Business Days) prior to the relevant Redemption Date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the relevant Redemption Date to the First Call Date; provided, however, that if the period from the relevant

Redemption Date to the First Call Date is not equal to the constant maturity of a direct obligation of Sweden, acting through the Swedish National Debt Office for which a weekly average yield is given, the Swedish Government Bond Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of direct obligations of Sweden, acting through the Swedish National Debt Office, for which such yields are given, except that if the period from such Redemption Date to the First Call Date is less than one year, the weekly average yield on actually traded direct obligations of Sweden, acting through the Swedish National Debt Office, adjusted to a constant maturity of one year shall be used.

“**Total Assets**” means the aggregate book value of the Group’s total assets according to the latest Financial Report.

“**Transaction Security**” means a share pledge over all shares in HoldCo in accordance with the Share Pledge Agreement.

“**Written Procedure**” means the written or electronic procedure for decision making among the Holders in accordance with Clause ~~16~~17 (*Written Procedure*).

1.2 **Construction**

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

- (a) ~~(d)~~ “**assets**” includes present and future properties, revenues and rights of every description;
- (b) ~~(e)~~ 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) ~~(f)~~ a “**regulation**” includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (d) ~~(g)~~ an Event of Default is continuing if it has not been remedied or waived;
- (e) ~~(h)~~ a provision of law is a reference to that provision as amended or re-enacted; and
- (f) ~~(i)~~ a time of day is a reference to Stockholm time.

1.2.2 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.

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

1.2.4 No delay or omission of the Agent or of any Holder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

2. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS

2.1 The aggregate amount of the bond loan will be an amount of up to SEK 500,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,000,000 or full multiples thereof (the “Initial Nominal Amount”). The nominal amount of each Bond will be the Initial Nominal Amount, less the aggregate amount by which each Bond has been prepaid in part pursuant to Clause 11.4 (Voluntary partial repayment by the Issuer) (the “Nominal Amount”). The maximum total nominal amount of the Initial Bonds is SEK 500,000,000 (“Initial Bond Issue”). All Initial Bonds are issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount. The ISIN for the Bonds is SE0005936390. The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,000,000.

2.2 The Issuer may, at one or more occasions, issue Subsequent Bonds amounting to in total up to the difference of SEK 500,000,000 and the aggregate Nominal Amount of the Initial Bonds, provided that the Maintenance Test is met (calculated *pro forma* including such issue). Subsequent Bonds shall benefit from and be subject to these Terms and Conditions and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount, the Extended Final Redemption Date (subject to Clause 11.1.2) shall apply also to Subsequent Bonds, which also otherwise shall have the same rights as the Initial Bonds. The price of Subsequent Bonds may be set at a discount or at a higher price than the Nominal Amount. The maximum total nominal amount of the Bonds (the Initial Bonds and all Subsequent Bonds) may not exceed SEK 500,000,000.

2.3 As from the Amendment Date the Issuer may not issue any Subsequent Bonds regardless of what is otherwise stipulated in these Terms and Conditions.

2.4 ~~2.3~~ The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.

2.5 ~~2.4~~ The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions.

2.6 ~~2.5~~ By subscribing for Bonds, each initial Holder agrees that the Bonds shall benefit from and be subject to ~~these Terms and Conditions~~ the Finance Documents and by acquiring Bonds each subsequent Holder confirms ~~these Terms and Conditions~~ the Finance Documents.

3. STATUS OF THE BONDS

The Bonds constitute direct, unconditional, unsubordinated and ~~unsecured~~ secured obligations of the Issuer and shall at all times rank *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer and without any preference among them. The Bonds will be secured by the Transaction Security subject to Clauses 5.9 and 5.10.

4. USE OF PROCEEDS

The Net Proceeds shall be used towards investments and general corporate purposes.

5. SECURITY

- 5.1 As continuing security for the due and punctual fulfilment of the Issuer's obligations under the Finance Documents, the Issuer shall on or about the Amendment Date pledge to the Agent and the Holders (as represented by the Agent), as first ranking security all shares in HoldCo, in accordance with the Share Pledge Agreement.
- 5.2 The Issuer shall ensure that the Share Pledge Agreement and all documents relating thereto are duly executed in favour of the Agent and the Holders (as represented by the Agent) and that such documents are legally valid, perfected, enforceable and in full force and effect according to their terms. The Issuer shall execute and/or procure the execution of such further documentation as the Agent may reasonably require in order for the Holders and the Agent to at all times maintain the security position and guarantee position envisaged under the Finance Documents.
- 5.3 The Agent shall hold the Transaction Security on behalf of itself and the Holders in accordance with the Finance Documents.
- 5.4 Except if otherwise decided by the Holders according to the procedures set out in Clauses 15 (*Decisions by Holders*), 16 (*Holdings Meeting*) and 17 (*Written Procedure*), the Agent is, without first having to obtain the Holders' consent, entitled to enter into binding agreements with the Group Companies or third parties if it is, in the Agent's sole discretion, necessary for the purpose of establishing, maintaining, altering, releasing or enforcing the Transaction Security or for the purpose of settling the various Holders' relative rights to the Transaction Security. The Agent is entitled to take all measures available to it according to the Share Pledge Agreement.
- 5.5 If the Bonds are declared due and payable according to Clause 13 (*Termination of the Bonds*), or following the final redemption dates set out in Clause 11.1 (*Redemption at maturity*) subject to the rules of the CSD, the Agent is, without first having to obtain the Holders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Agent finds acceptable (if in accordance with the Share Pledge Agreement).
- 5.6 If a Holders' Meeting has been convened, or a Written Procedure has been instigated, to decide on the termination of the Bonds and/or the enforcement of all or any of the Transaction Security, the Agent is obligated to take actions in accordance with the Holders' decision regarding the Transaction Security. However, if the Bonds are not terminated due to that the cause for termination has ceased or due to any other circumstance mentioned in these Terms and Conditions (based on the opinion of the Agent), the Agent shall not enforce the Transaction Security. If the Holders, without any prior initiative from the Agent or the Issuer, have made a decision regarding termination of the Bonds and enforcement of the Transaction Security in accordance with the procedures set out in Clauses 15 (*Decisions by Holders*), 16 (*Holdings Meeting*) and 17 (*Written Procedure*), the Agent shall promptly declare the Bonds terminated and enforce the Transaction Security. The Agent is however not liable to take action if the Agent considers cause for termination and/or acceleration not

to be at hand, unless the instructing Holders in writing commit to holding the Agent indemnified and, at the Agent's own discretion, grant sufficient security for the obligation.

5.7 Funds that the Agent receives (directly or indirectly) on behalf of the Holders in connection with the termination of the Bonds or the enforcement of any or all of the Transaction Security constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Holders and any other interested party. The Agent shall promptly arrange for payments to be made to the Holders in such case. The Agent shall arrange for payments of such funds in accordance with Clause 14 (*Distribution of proceeds*) as soon as reasonably practicable. If the Agent deems it appropriate, it may, in accordance with Clause 5.8, instruct the CSD to arrange for payment to the Holders.

5.8 For the purpose of exercising the rights of the Holders and the Agent under these Terms and Conditions 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 Holders in accordance with Clause 5.7. To the extent permissible by law, the powers set out in this Clause 5.8 are irrevocable and shall be valid for as long as any Bonds remain outstanding. The Issuer shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance to the Agent's satisfaction), which the Agent deems necessary for the purpose of carrying out its duties under Clause 5.7 (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 Clause 5.7 to the Holders through the CSD.

5.9 The Transaction Security shall be released by the Agent upon the fulfilment of the Release Conditions.

5.10 Regardless of whether the Release Conditions are fulfilled or not, Spiltan Fonder and Mangold Fondkommission are authorised to act on behalf of all Holders to, in their sole discretion (based on unanimousness, provided that both are holding Bonds at the time of such decision), release the Transaction Security, by giving an instruction to the Agent holding the Transaction Security, should any external lender providing a loan to Project Gasklockan require the same Transaction Security that has been provided under these Terms and Conditions in favour of the Agent and the Holders. The authorisation is subject to that at least one of Spiltan Fonder and Mangold Fondkommission are holding Bonds at the time such release decision is taken. Spiltan Fonder and Mangold Fondkommission shall have no liability towards other Holders, either directly or indirectly, for such decision.

6. **5.THE BONDS AND TRANSFERABILITY**

6.1 ~~5.1~~ Each Holder 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](#) ~~5.2~~The Bonds are freely transferable. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.

[6.3](#) ~~5.3~~Upon a transfer of Bonds, any rights and obligations under ~~these Terms and Conditions~~ [the Finance Documents](#) relating to such Bonds are automatically transferred to the transferee.

[6.4](#) ~~5.4~~No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Holder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds, (due to, e.g., its nationality, its residency, its registered address or its place(s) of business). Each Holder must ensure compliance with such restrictions at its own cost and expense.

[6.5](#) ~~5.5~~For the avoidance of doubt and notwithstanding the above, a Holder which allegedly has purchased Bonds 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 Holder hereunder in each case until such allegations have been resolved.

[7.](#) ~~6.~~**BONDS IN BOOK-ENTRY FORM**

[7.1](#) ~~6.1~~The Bonds will be registered for the Holders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator.

[7.2](#) ~~6.2~~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 Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

[7.3](#) ~~6.3~~The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Bonds. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.

[7.4](#) ~~6.4~~For the purpose of or in connection with any Holders' Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Bonds. If the Agent does not otherwise obtain information from such debt register as contemplated under ~~these Terms and Conditions~~ [the Finance Documents](#), the Issuing Agent shall at the request of the Agent obtain information from the debt register and provide it to the Agent.

[7.5](#) ~~6.5~~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 kept by the CSD in respect of the Bonds. The

Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Holders.

7.6 ~~6.6~~ At the request of the Agent, the Issuer shall promptly instruct the Issuing Agent to obtain information from the debt register kept by the CSD in respect of the Bonds and provide it to the Agent.

8. **7. RIGHT TO ACT ON BEHALF OF A HOLDER**

8.1 ~~7.1~~ If any Person other than a Holder wishes to exercise any rights under ~~these Terms and Conditions~~ the Finance Documents, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.

8.2 ~~7.2~~ A Holder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under ~~these Terms and Conditions~~ the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Holder and may further delegate its right to represent the Holder by way of a further power of attorney.

8.3 ~~7.3~~ The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause ~~7.1-8.1~~ and ~~7.2-8.2~~ and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

9. **8. PAYMENTS IN RESPECT OF THE BONDS**

9.1 ~~8.1~~ Any payment or repayment under ~~these Terms and Conditions~~ the Finance Documents, or any amount due in respect of a repurchase of any Bonds, shall be made to such Person who is registered as a Holder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.

9.2 ~~8.2~~ If a Holder 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 effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Holder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Holders on the relevant Record Date as soon as possible after such obstacle has been removed.

9.3 ~~8.3~~ 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 ~~9.4-10.4~~ during such postponement.

9.4 ~~8.4~~ If payment or repayment is made in accordance with this Clause ~~8-9~~ (*Payments in respect of the Bonds*), the Issuer and the CSD shall be deemed to have fulfilled their obligation to

pay, irrespective of whether such payment was made to a Person not entitled to receive such amount.

9.5 ~~8.5~~ The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Bond Issue or a Subsequent Bond 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.

10. ~~9.~~ INTEREST

10.1 ~~9.1~~ The Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from, but excluding, the Issue Date up to and including the relevant Redemption Date. Any Subsequent Bond will, however, carry Interest at the Interest Rate from, but excluding, the Interest Payment Date falling immediately prior to its issuance up to and including the relevant Redemption Date.

10.2 ~~9.2~~ Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Holders on each Interest Payment Date for the preceding Interest Period.

10.3 ~~9.3~~ 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 ~~9.4~~ If the Issuer fails to pay any amount payable by it under these Terms and Conditions on its due date, default interest shall accrue on the overdue amount from, but excluding, the due date up to and including the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

11. ~~10.~~ REDEMPTION AND REPURCHASE OF THE BONDS

11.1 ~~10.1~~ Redemption at maturity

11.1.1 The Issuer shall redeem all, but not only some, of the Bonds in full on the Extended Final Redemption Date (or, to the extent such day is not a Business Day and if permitted under the CSD's applicable regulations, on the Business Day following from an application of the Business Day Convention, and otherwise on the first following Business Day) with an amount per Bond equal to 108.00 per cent. of the Nominal Amount together with accrued but unpaid Interest.

11.1.2 Notwithstanding Clause 11.1.1 above, (i) in the event the Issuer has not partially repaid the Bonds in accordance with Clause 11.4.1 and (ii) not resolved on the Conversion Event and allocated common shares of series B in accordance with the made subscriptions and the principles of allocation at the latest on 31 December 2019 (if any), the Issuer shall redeem all Bonds with an amount per Bond equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid Interest. The redemption of the Bonds shall be made on or about 31

December 2019. The redemption is however subject to the rules of the CSD which might give that additional time aspects have to be taken into consideration.

11.2 ~~10.2~~ **The Group Companies' purchase of Bonds**

Any Group Company may, subject to applicable law, at any time and at any price purchase Bonds. The Bonds held by a Group Company may at such Group Company's discretion be retained, sold or, if held by the Issuer, cancelled.

11.3 ~~10.3~~ **Early voluntary redemption by the Issuer (call option)**

11.3.1 ~~10.3.1~~ The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day prior to the First Call Date, at an amount equal to the Make Whole Amount together with accrued but unpaid Interest.

11.3.2 ~~10.3.2~~ The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling on or after the First Call Date, but before the Final Redemption Date, at the applicable Call Option Amount together with accrued but unpaid Interest.

11.3.3 The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling on or after the Final Redemption Date, but before the Extended Final Redemption Date, at the applicable Extended Call Option Amount together with accrued but unpaid Interest.

11.3.4 ~~10.3.3~~ Redemption in accordance with Clause ~~10.3.1~~ 11.3.1, 11.3.2 and ~~10.3.2~~ 11.3.3 shall be made by the Issuer giving not less than 15 Business Days' notice to the Holders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.

11.4 **Voluntary partial repayment by the Issuer**

11.4.1 The Issuer may, no later than 31 December 2019, partially repay SEK 112,500,000 (equal to 25.00 per cent. of the outstanding Nominal Amount of the Bonds as per the Amendment Date) *pro rata* at par together with accrued but unpaid Interest, *i.e.* resulting in partial redemption of all Bonds by way of reduction of the Nominal Amount of each Bond *pro rata* (rounded off to a multiple of SEK 100).

11.4.2 The Issuer may at any time partially repay Bonds *pro rata* at the applicable Call Option Amount or the Extended Call Option Amount (as applicable) together with accrued but unpaid Interest, *i.e.* resulting in partial redemption of all Bonds by way of reduction of the Nominal Amount of each Bond *pro rata* (rounded off to a multiple of SEK 100).

11.4.3 Repayment in accordance with Clause 11.4.1 and 11.4.2 shall be made by the Issuer giving notice to the Holders and the Agent through a press release without requirement to send notice to the Holders at their addresses as registered with the CSD. Such notice to the Holders and the Agent shall become effective as soon as the press release has been published and shall specify (i) the Record Date, (ii) the amount to be paid, (iii) the payment date,

falling not more than twenty (20) Business Days after the notification date and (iv) as regards 11.4.1 a confirmation whether the maturity date of the Bonds has been extended to the Extended Final Redemption Date given that the Conversion Event has occurred.

11.5 ~~10.4~~ **Mandatory repurchase due to a Change of Control Event or Listing Failure (put option)**

11.5.1 ~~10.4.1~~ Upon a Change of Control Event or a Listing Failure occurring, each Holder shall have the right to request that all, but not only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of 30 calendar days following a notice from the Issuer of the Change of Control Event or Listing Failure (as applicable) pursuant to Clause ~~11.9.1-12.9.1~~ (e). The 30 calendar days' period may not start earlier than upon the occurrence of the Change of Control Event or Listing Failure.

11.5.2 ~~10.4.2~~ The notice from the Issuer pursuant to Clause ~~11.9.1-12.9.1~~ (e) shall specify the repurchase date and include instructions about the actions that a Holder needs to take if it wants Bonds held by it to be repurchased. If a Holder 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 Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause ~~11.9.1-12.9.1~~ (e). The repurchase date must fall no later than 20 Business Days after the end of the period referred to in Clause ~~10.4.1~~ 11.5.1.

11.5.3 ~~10.4.3~~ The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause ~~10.4~~ 11.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause ~~10.4~~ 11.5 by virtue of the conflict.

11.5.4 ~~10.4.4~~ Any Bonds repurchased by the Issuer pursuant to this Clause ~~10.4~~ 11.5 may at the Issuer's discretion be retained, sold or cancelled.

12. ~~11.~~ **SPECIAL UNDERTAKINGS**

So long as any Bond remains outstanding, the Issuer undertakes to comply with the special undertakings set forth in this Clause ~~11~~ 12.

12.1 ~~11.1~~ **Distributions**

The Issuer shall not, and shall procure that none of the Subsidiaries or Associated Companies, (i) pay any dividend on shares, (ii) repurchase any of its own shares, (iii) redeem its share capital or other restricted equity with repayment to shareholders, (iv) repay principal or pay interest under any shareholder loans, (v) grant any loans except to Group Companies and Associated Companies or (vi) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the Issuer's, the Subsidiaries' or the Associated Companies', direct and indirect shareholders or the Affiliates of such direct and indirect

shareholders (items (i)–(vi) above are together and individually referred to as a “Restricted Payment”), provided however that any such Restricted Payment can be made, if such Restricted Payment is permitted by law and no Event of Default is continuing or would result from such Restricted Payment, by (a) any Group Company or Associated Company if such Restricted Payment is made to a Group Company and, if made by any Associated Company or Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis or in accordance with agreements entered into on arm’s length terms, or (b) the Issuer if such Restricted Payment constitutes a repurchase or redemption of the preference shares in the Issuer and the Issuer in connection with such Restricted Payment issues new shares which increases the Issuer’s equity in an amount which at least equals the Restricted Payment ~~and (c) the Issuer, provided that (i) the Maintenance Test (calculated on a *pro forma* basis including the relevant Restricted Payment) is met and (ii) the aggregate amount of all Restricted Payments made by the Group as from 1 January 2014 (including the Restricted Payment in question but excluding any Restricted Payment made in accordance with item (a)–(b) above) does not exceed an amount equal to 50 per cent. of the Group’s accumulated consolidated net profit (Sw. *årets resultat*) for all financial years from and including the financial year ending on 31 December 2013, according to the relevant annual audited financial statements.~~

12.2 **41.2 Listing of Bonds**

The Issuer shall ensure (i) that the Bonds are listed on the corporate bond list of ~~NASDAQ OMX~~ Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market within 12 months after the Issue Date and (ii) that the Bonds, once admitted to trading on the relevant Regulated Market, continue being listed thereon (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 Bonds in close connection to the redemption of the Bonds).

12.3 **41.3 Nature of business**

The Issuer shall procure that no substantial change is made to the general nature of the business as carried out by the Group on the Issue Date and, for the avoidance of doubt, such substantial change shall be deemed to be at hand if the majority of the projects of the Group are not focused on property development.

12.4 **41.4 Market ~~loans~~ Loans**

The Issuer shall not and shall procure that no other Group Company issue any Market Loan that has a final redemption date or, when applicable, early redemption dates or instalment dates which occur before the Extended Final Redemption Date, expect for any existing Market Loans or any extension or refinancing of existing Market Loans.

12.5 **41.5 Disposals of assets**

The Issuer shall not, and shall procure that no Group Company, sell or otherwise dispose of shares in any Group Company or Associated Company or of all or substantially all of its or any Group Company’s assets or operations to any Person not being the Issuer or any of the

wholly-owned Subsidiaries, unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect. The Issuer shall notify the Agent of any such transaction and, upon request by the Agent, provide the Agent with any information relating to the transaction which the Agent deems necessary (acting reasonably).

[12.6](#) ~~11.6~~ **Dealings with related parties**

The Issuer shall, and shall procure that the Subsidiaries, conduct all dealings with the Associated Companies and the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of the Associated Companies and such direct and indirect shareholders, at arm's length terms.

[12.7](#) ~~11.7~~ **Compliance with laws etcetera**

The Issuer shall, and shall procure that the Subsidiaries, (i) comply in all material respects with all laws and regulations applicable from time to time and (ii) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company.

[12.8](#) ~~11.8~~ **Maintenance Test**

The Issuer shall ensure that the Maintenance Test is met.

[12.9](#) ~~11.9~~ **Financial reporting etcetera**

[12.9.1](#) ~~11.9.1~~ The Issuer shall:

- (a) prepare and make available the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, to the Agent and on its website not later than 4 months after the expiry of each financial year;
- (b) prepare and make available the quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited unconsolidated reports of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, to the Agent and on its website not later than 2 months after the expiry of each relevant interim period;
- (c) issue a Compliance Certificate to the Agent (i) when a Financial Report is made available, (ii) in connection with the payment of a Restricted Payment which requires that the Maintenance Test is met and (iii) at the Agent's request, within 20 calendar days from such request;

-
- (d) keep the latest version of these Terms and Conditions (including documents amending these Terms and Conditions) available on its website;
 - (e) promptly notify the Agent (and, as regards a Change of Control Event and Listing Failure, the Holders) upon becoming aware of the occurrence of a Change of Control Event, a Listing Failure 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; and
 - (f) prepare the Financial Reports in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of ~~NASDAQ~~ ~~OMX-Nasdaq~~ Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Market Act (Sw. lag (2007:528) om värdepappersmarknaden).

12.9.2 ~~11.9.2~~ The Issuer shall notify the Agent of any transaction referred to in Clause ~~11.5-12.5~~ (*Disposals of assets*) and shall, upon request by the Agent, provide the Agent with (i) any information relating to the transaction which the Agent deems necessary (acting reasonably), and (ii) a determination from the Issuer which states whether the transaction is carried out on an arm's length basis and on terms and conditions customary for such transaction or not and whether it has a Material Adverse Effect or not. The Agent may assume that any information provided by the Issuer is correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such information. The Agent is not responsible for assessing if the transaction is carried out on an arm's length basis and on terms and conditions customary for such transaction and whether it has a Material Adverse Effect, but is not bound by the Issuer's determination under item (ii) above.

12.10 ~~11.10~~ Agent Agreement

12.10.1 ~~11.10.1~~ The Issuer shall, in accordance with the Agent Agreement:

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

12.10.2 ~~11.10.2~~ The Issuer and the Agent shall not agree to amend any provisions of the Agent Agreement without the prior consent of the Holders if the amendment would be detrimental to the interests of the Holders.

13. ~~12.~~ TERMINATION OF THE BONDS

13.1 ~~12.1~~ The Agent is entitled to, and shall following a demand in writing from a Holder (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such

demand may only be validly made by a person who is a Holder on the second Business Day following the day on which the demand is received by the Agent and shall, if made by several Holders, be made by them jointly) or following an instruction or decision pursuant to Clause ~~12.5 or 12.6~~13.5 or 13.6, on behalf of the Holders, terminate the Bonds and to declare all, but not only some, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than 20 Business Days from the date on which the Agent made such declaration), if:

- (a) **Non-payment:** The Issuer fails to pay an amount on the date it is due in accordance with ~~these Terms and Conditions~~the Finance Documents unless its failure to pay is due to technical or administrative error and is remedied within 5 Business Days of the due date;
- (b) **Other obligations:** The Issuer does not comply with ~~these Terms and Conditions~~the Finance Documents in any other way than as set out under item (a) above, unless the non-compliance (i) is capable of being remedied and (ii) is remedied within 15 Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance (if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written request);
- (c) **Cross-default/-acceleration:**
 - (i) Any Financial Indebtedness of any Material Group Company is not paid when due nor within any originally applicable grace period or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default howsoever described under any document relating to Financial Indebtedness of any Material Group Company; or
 - (ii) any security interest securing Financial Indebtedness over any asset of any Material Group Company is enforced;

provided however that the amount of Financial Indebtedness referred to under item (i) and/or (ii) above, individually or in the aggregate exceeds an amount corresponding to SEK 20,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company;

- (d) **Insolvency:**
 - (i) Any Material Group Company 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 (other than under these Terms and Conditions) with a view to rescheduling its Financial Indebtedness; or

-
- (ii) a moratorium is declared in respect of the Financial Indebtedness of any Material Group Company;
- (e) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 calendar days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to the Subsidiaries, solvent liquidations) in relation to:
- (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
- (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
- (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company;
- (f) **Mergers and demergers:**
- (i) A decision is made that any Material Group Company shall be merged or demerged into a company which is not a Group Company, unless the Agent has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors); or
- (ii) the Issuer merges with any other Person, or is subject to a demerger, with the effect that the Issuer is not the surviving entity;
- (g) **Creditors' process:** Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value equal to or exceeding SEK 20,000,000 and is not discharged within 30 calendar days;
- (h) **Impossibility or illegality:** It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of these Terms and Conditions or if the obligations under these Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable; or
- (i) **Continuation of the business:** The Issuer or any other Material Group Company ceases to carry on its business, except if due to (i) a permitted merger or demerger as stipulated in Clause ~~12.1~~13.1 (f) or (ii) a permitted disposal as stipulated in Clause ~~11.5~~12.5.

-
- 13.2 ~~12.2~~ If the right to terminate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 13.3 ~~12.3~~ The Issuer is obliged to inform the Agent immediately if any circumstance of the type specified in Clause ~~12.1~~ 13.1 should occur. Should the Agent not receive such information, the Agent is entitled to assume that no such circumstance exists or can be expected to occur, provided that the Agent does not have knowledge of such circumstance. The Agent is under no obligations to make any investigations relating to the circumstances specified in Clause ~~12.1~~ 13.1. The Issuer shall further, at the request of the Agent, provide the Agent with details of any circumstances referred to in Clause ~~12.1~~ 13.1 and provide the Agent with all documents that may be of significance for the application of this Clause ~~12.13~~.
- 13.4 ~~12.4~~ The Issuer is only obliged to inform the Agent according to Clause ~~12.3~~ 13.3 if informing the Agent would not conflict with any statute or the Issuer's registration contract with ~~NASDAQ-OMX-Nasdaq~~ Stockholm (or any other Regulated Market, as applicable). If such a conflict would exist pursuant to the listing contract with ~~NASDAQ-OMX-Nasdaq~~ Stockholm (or any other Regulated Market, as applicable) or otherwise, the Issuer shall however be obliged to either seek the approval from ~~NASDAQ-OMX-Nasdaq~~ Stockholm (or any other Regulated Market, as applicable) or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to Clause ~~12.3~~ 13.3.
- 13.5 ~~12.5~~ If the Agent has been notified by the Issuer or has otherwise determined that there is a default under these Terms and Conditions according to Clause ~~12.1~~ 13.1, the Agent shall (i) notify, within 5 Business Days of the day of notification or determination, the Holders of the default and (ii) decide, within 20 Business Days of the day of notification or determination, if the Bonds shall be declared terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Holders that there exists a right of termination and obtain instructions from the Holders according to the provisions in Clause ~~14~~ 15 (*Decisions by Holders*). If the Holders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Holders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 13.6 ~~12.6~~ If the Holders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause ~~14~~ 15 (*Decisions by Holders*), the Agent shall promptly declare the Bonds 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 Holders 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.

13.7 ~~12.7~~If the Bonds are declared due and payable in accordance with the provisions in this Clause ~~12~~13, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.

13.8 ~~12.8~~For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause ~~12~~13 without relevant decision by the Agent or following instructions from the Holders' pursuant to Clause ~~14~~15 (*Decisions by Holders*).

13.9 ~~12.9~~If the Bonds are declared due and payable in accordance with this Clause ~~12~~13 (*Termination of the Bonds*), the Issuer shall redeem all Bonds with an amount per Bond equal to 105.00 per cent. of the Nominal Amount or, if the Bonds are declared due and payable on or after the First Call Date, at the applicable Call Option Amount or the applicable Extended Call Option Amount (as applicable).

14. ~~13.~~DISTRIBUTION OF PROCEEDS

14.1 ~~13.1~~If the Bonds have been declared due and payable in accordance with Clause ~~12~~13 (*Termination of the Bonds*), all payments by the Issuer relating to the Bonds shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent, (ii) other costs, expenses and indemnities relating to the termination of the Bonds~~, the enforcement of the Transaction Security~~ or the protection of the Holders' rights under the Finance Documents, (iii) any non-reimbursed costs incurred by the Agent for external experts, and (iv) any non-reimbursed costs and expenses incurred by the Agent in relation to a Holders' Meeting or a Written Procedure;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under ~~these Terms and Conditions~~the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer. The application of proceeds in accordance with paragraphs (a) to (d) above shall, however, not restrict a Holders' Meeting or a Written Procedure from resolving that accrued Interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

14.2 ~~13.2~~If a Holder or another party has paid any fees, costs, expenses or indemnities referred to in Clause ~~13.1~~14.1, such Holder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause ~~13.1~~14.1.

14.3 ~~13.3~~ Funds that the Agent receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds according to the Escrow Funds Act and must be held on a separate interest-bearing account on behalf of the Holders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause ~~13.14~~ as soon as reasonably practicable.

14.4 ~~13.4~~ If the Issuer or the Agent shall make any payment under this Clause ~~13.14~~, the Issuer or the Agent, as applicable, shall notify the Holders of any such payment at least 15 Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause ~~8.1~~ 9.1 shall apply.

15. ~~14.~~ DECISIONS BY HOLDERS

15.1 ~~14.1~~ A request by the Agent for a decision by the Holders on a matter relating to ~~these Terms and Conditions~~ the Finance Documents shall (at the option of the Agent) be dealt with at a Holders' Meeting or by way of a Written Procedure.

15.2 ~~14.2~~ Any request from the Issuer or a Holder (or Holders) representing at least 10 per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Holder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Holders, be made by them jointly) for a decision by the Holders on a matter relating to ~~these Terms and Conditions~~ the Finance Documents shall be directed to the Agent and dealt with at a Holders' 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 Holders' Meeting than by way of a Written Procedure, it shall be dealt with at a Holders' Meeting.

15.3 ~~14.3~~ The Agent may refrain from convening a Holders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Holders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.

15.4 ~~14.4~~ Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause ~~7.8~~ (Right to act on behalf of a Holder) from a Person who is, registered as a Holder:

- (a) on the Record Date prior to the date of the Holders' Meeting, in respect of a Holders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause ~~16.3~~ 17.3, in respect of a Written Procedure,

may exercise voting rights as a Holder at such Holders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount.

15.5 ~~14.5~~The following matters shall require consent of Holders representing at the following proportions, respectively, of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause ~~16.3~~17.3:

- (a) two thirds (2/3) to (i) waive a breach of an undertaking set out in Clause ~~11~~12 (*Special undertakings*) or (ii), subject to item (b) below, amend a provision in these Terms and Conditions;
- (b) three quarters (3/4) to (i) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer, (ii) amend any payment day for principal or Interest or waive any breach of a payment undertaking or (iii) amend the provisions in this Clause ~~14.5~~15.5.

15.6 ~~14.6~~Any matter not covered by Clause ~~14.5–15.5~~ shall require the consent of Holders representing more than 50 per cent. of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause ~~16.3~~17.3. This includes, but is not limited to, any amendment to or waiver of ~~these Terms and Conditions~~the Finance Documents that does not require a higher majority (other than an amendment or waiver permitted pursuant to Clause ~~17.1–18.1~~ (a) or (b)) or a termination of the Bonds.

15.7 ~~14.7~~If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Holders' Meeting or the Agent in a Written Procedure, will prevail.

15.8 ~~14.8~~Quorum at a Holders' Meeting or in respect of a Written Procedure only exists if a Holder (or Holders) representing at least 50 per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause ~~14.5~~15.5, and otherwise 20 per cent. of the Adjusted Nominal Amount:

- (a) if at a Holders' 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.

15.9 ~~14.9~~If a quorum does not exist at a Holders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Holders' Meeting (in accordance with Clause ~~15.1~~16.1) or initiate a second Written Procedure (in accordance with Clause ~~16.1~~17.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Holders' consent. The quorum requirement in Clause ~~14.8–15.8~~ shall not apply to such second Holders' Meeting or Written Procedure.

15.10 ~~14.10~~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~~the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.

15.11 ~~14.11~~ A Holder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.

15.12 ~~14.12~~ The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Holders that consent at the relevant Holders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.

15.13 ~~14.13~~ A matter decided at a duly convened and held Holders' Meeting or by way of Written Procedure is binding on all Holders, irrespective of them being present or represented at the Holders' Meeting or responding in the Written Procedure. The Holders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Holders.

15.14 ~~14.14~~ All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Holders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

15.15 ~~14.15~~ If a decision shall be taken by the Holders on a matter relating to ~~these Terms and Conditions~~ the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.

15.16 ~~14.16~~ Information about decisions taken at a Holders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Holders 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 Holders' Meeting or Written Procedure shall at the request of a Holder be sent to it by the Issuer or the Agent, as applicable.

16. ~~15.~~ **HOLDERS' MEETING**

16.1 ~~15.1~~ The Agent shall convene a Holders' Meeting by sending a notice thereof to each Holder no later than 5 Business Days after receipt of a request from the Issuer or the Holder(s) (or such later date as may be necessary for technical or administrative reasons).

16.2 ~~15.2~~ Should the Issuer want to replace the Agent, it may convene a Holders' Meeting in accordance with Clause ~~15.1~~ 16.1 with a copy to the Agent. After a request from the Holders pursuant to Clause ~~18.4.3~~ 19.4.3, the Issuer shall no later than 5 Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Holders' Meeting in accordance with Clause ~~15.1~~ 16.1.

16.3 ~~15.3~~ The notice pursuant to Clause ~~15.1~~ 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Holders) and (iv) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Holders' Meeting. Should prior notification by the Holders be required in order to attend the Holders' Meeting, such requirement shall be included in the notice.

16.4 ~~15.4~~ The Holders' Meeting shall be held no earlier than 10 Business Days and no later than 20 Business Days from the notice.

16.5 ~~15.5~~ If the Agent, in breach of these Terms and Conditions, has not convened a Holders' Meeting within 20 Business Days after having received such notice, the requesting Person may convene the Holders' Meeting itself. If the requesting Person is a Holder, the Issuer shall upon request from such Holder provide the Holder with necessary information from the register kept by the CSD and, if no Person to open the Holders' Meeting has been appointed by the Agent, the meeting shall be opened by a Person appointed by the requesting Person.

16.6 ~~15.6~~ At a Holders' Meeting, the Issuer, the Holders (or the Holders' 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 Holders' Meeting. The Holders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Holders' Meeting instead of the Holder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Holder.

16.7 ~~15.7~~ Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Holders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Holders to vote without attending the meeting in Person.

17. ~~16.~~ WRITTEN PROCEDURE

17.1 ~~16.1~~ The Agent shall instigate a Written Procedure no later than 10 Business Days after receipt of a request from the Issuer or the Holder(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 Holder on the Business Day prior to the date on which the communication is sent.

17.2 ~~16.2~~ Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause ~~16.1~~ 17.1 to each Holder with a copy to the Agent.

17.3 ~~16.3~~ A communication pursuant to Clause ~~16.1~~ 17.1 shall include (i) each request for a decision by the Holders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a Person must be registered as a Holder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as

well as a form of power of attorney, and (v) the stipulated time period within which the Holder must reply to the request (such time period to last at least 15 Business Days from the communication pursuant to Clause ~~16.1~~17.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

17.4 ~~16.4~~If the Agent, in breach of these Terms and Conditions, has not instigated a Written Procedure within 10 Business Days after having received such notice, the requesting Person may instigate a Written Procedure itself. If the requesting Person is a Holder, the Issuer shall upon request from such Holder provide the Holder with necessary information from the register kept by the CSD.

17.5 ~~16.5~~When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clause ~~14.5-15.5~~ and ~~14.6-15.6~~ have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause ~~14.5 or 14.6~~15.5 or 15.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18. ~~17.~~AMENDMENTS AND WAIVERS

18.1 ~~17.1~~The Issuer and the Agent (acting on behalf of the Holders) may agree to amend ~~these Terms and Conditions~~the Finance Documents or waive any provision in ~~these Terms and Conditions~~a Finance Document, provided that:

- (a) such amendment or waiver is not detrimental to the interest of the Holders, or is made solely for the purpose of rectifying obvious errors and mistakes;
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Holders in accordance with Clause ~~14~~15 (*Decisions by Holders*).

18.2 ~~17.2~~The consent of the Holders is not necessary to approve the particular form of any amendment or waiver to ~~these Terms and Conditions~~the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.

18.3 ~~17.3~~The Agent shall promptly notify the Holders of any amendments or waivers made in accordance with Clause ~~17.1~~18.1, 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.

18.4 ~~17.4~~An amendment or waiver to ~~these Terms and Conditions~~the Finance Documents shall take effect on the date determined by the Holders' Meeting, in the Written Procedure or by the Agent, as the case may be.

19. ~~18.~~ APPOINTMENT AND REPLACEMENT OF THE AGENT

19.1 ~~18.1~~ Appointment of Agent

19.1.1 ~~18.1.1~~ By subscribing for Bonds, each initial Holder appoints the Agent to act as its agent in all matters relating to the Bonds and ~~these Terms and Conditions~~ [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 Bonds held by such Holder. By acquiring Bonds, each subsequent Holder confirms such appointment and authorisation for the Agent to act on its behalf.

19.1.2 ~~18.1.2~~ Each Holder shall immediately upon request by the Agent 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 ~~these Terms and Conditions~~ [the Finance Documents](#). The Agent is under no obligation to represent a Holder which does not comply with such request.

19.1.3 ~~18.1.3~~ 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 ~~these Terms and Conditions~~ [the Finance Documents](#).

19.1.4 ~~18.1.4~~ The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in ~~these Terms and Conditions~~ [the Finance Documents](#) and the Agent's obligations as agent under ~~these Terms and Conditions~~ [the Finance Documents](#) are conditioned upon the due payment of such fees and indemnifications.

19.1.5 ~~18.1.5~~ The Agent may act as agent for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 ~~18.2~~ Duties of the Agent

19.2.1 ~~18.2.1~~ The Agent shall represent the Holders in accordance with ~~these Terms and Conditions~~ [the Finance Documents](#). However, the Agent is not responsible for the execution or enforceability of ~~these Terms and Conditions~~ [the Finance Documents](#). The Agent shall keep the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) available on the website of the Agent.

19.2.2 ~~18.2.2~~ The Agent shall upon request by a Holder disclose the identity of any other Holder who has consented to the Agent in doing so.

19.2.3 ~~18.2.3~~ When acting in accordance with ~~these Terms and Conditions~~ [the Finance Documents](#), the Agent is always acting with binding effect on behalf of the Holders. The Agent shall carry out its duties under ~~these Terms and Conditions~~ [the Finance Documents](#) in a reasonable, proficient and professional manner, with reasonable care and skill.

-
- [19.2.4](#) ~~18.2.4~~The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under ~~these Terms and Conditions~~[the Finance Documents](#).
- [19.2.5](#) ~~18.2.5~~The Agent shall treat all Holders equally and, when acting pursuant to ~~these Terms and Conditions~~[the Finance Documents](#), act with regard only to the interests of the Holders 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 ~~these Terms and Conditions~~[the Finance Documents](#).
- [19.2.6](#) ~~18.2.6~~The Agent shall be entitled to disclose to the Holders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Holders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- [19.2.7](#) ~~18.2.7~~The Agent is entitled to engage external experts when carrying out its duties under ~~these Terms and Conditions~~[the Finance Documents](#). The Issuer shall on demand by the Agent pay all costs for external experts engaged (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering an event which the Agent reasonably believes is or may lead to an Event of Default or a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Holders under ~~these Terms and Conditions~~[the Finance Documents](#) or (iii) when the Agent is to make a determination under ~~these Terms and Conditions~~[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~~[the Finance Documents](#) shall be distributed in accordance with Clause ~~13-14~~*(Distribution of proceeds)*.
- [19.2.8](#) ~~18.2.8~~Notwithstanding any other provision of ~~these Terms and Conditions~~[the Finance Documents](#) to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- [19.2.9](#) ~~18.2.9~~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 Holders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.
- [19.2.10](#) ~~18.2.10~~The Agent shall give a notice to the Holders (i) before it ceases to perform its obligations under ~~these Terms and Conditions~~[the Finance Documents](#) by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under ~~these Terms and Conditions~~[the Finance Documents](#), or (ii) if it refrains from acting for any reason described in Clause ~~18.2.9~~[19.2.9](#).

[19.3](#) **18.3 Limited liability for the Agent**

[19.3.1](#) ~~18.3.1~~ The Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with ~~these Terms and Conditions~~ [the Finance Documents](#), unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.

[19.3.2](#) ~~18.3.2~~ The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by 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 Holders to delay the action in order to first obtain instructions from the Holders.

[19.3.3](#) ~~18.3.3~~ The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to ~~these Terms and Conditions~~ [the Finance Documents](#) to be paid by the Agent to the Holders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

[19.3.4](#) ~~18.3.4~~ The Agent shall have no liability to the Holders for damage caused by the Agent acting in accordance with instructions of the Holders given in accordance with Clause ~~14-15~~ [14-15](#) (*Decisions by Holders*).

[19.3.5](#) ~~18.3.5~~ Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, ~~these Terms and Conditions~~ [the Finance Documents](#) shall not be subject to set-off against the obligations of the Issuer to the Holders under ~~these Terms and Conditions~~ [the Finance Documents](#).

[19.4](#) **18.4 Replacement of the Agent**

[19.4.1](#) ~~18.4.1~~ Subject to Clause ~~18.4.6~~ [19.4.6](#), the Agent may resign by giving notice to the Issuer and the Holders, in which case the Holders shall appoint a successor Agent at a Holders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

[19.4.2](#) ~~18.4.2~~ Subject to Clause ~~18.4.6~~ [19.4.6](#), if the Agent is insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within 10 Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

[19.4.3](#) ~~18.4.3~~ A Holder (or Holders) representing at least 10 per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Holder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Holders, be given by them jointly), require that a Holders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Holders' Meeting convened by it or by way of

Written Procedure initiated by it, propose to the Holders that the Agent be dismissed and a new Agent appointed.

[19.4.4](#) ~~18.4.4~~ If the Holders have not appointed a successor Agent within 90 calendar days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Holders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

[19.4.5](#) ~~18.4.5~~ 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 ~~these Terms and Conditions~~ [the Finance Documents](#).

[19.4.6](#) ~~18.4.6~~ The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.

[19.4.7](#) ~~18.4.7~~ Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of ~~these Terms and Conditions~~ [the Finance Documents](#) but shall remain entitled to the benefit of ~~these Terms and Conditions~~ [the Finance Documents](#) and remain liable under ~~these Terms and Conditions~~ [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 Holders shall have the same rights and obligations amongst themselves under ~~these Terms and Conditions~~ [the Finance Documents](#) as they would have had if such successor had been the original Agent.

[19.4.8](#) ~~18.4.8~~ In the event that there is a change of the Agent in accordance with this Clause ~~18.4~~ [19.4](#), the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under ~~these Terms and Conditions~~ [the Finance Documents](#). Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

[20.](#) ~~19.~~ APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

[20.1](#) ~~19.1~~ The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds.

[20.2](#) ~~19.2~~ The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

21. **20.NO DIRECT ACTIONS BY HOLDERS**

21.1 ~~20.1~~A Holder may not take any steps whatsoever against the Issuer or a Subsidiary to enforce or recover any amount due or owing to it pursuant to ~~these Terms and Conditions~~the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer or a Subsidiary in relation to any of the liabilities of the Issuer under ~~these Terms and Conditions~~the Finance Documents.

21.2 ~~20.2~~Clause ~~20.1–21.1~~ shall not apply if the Agent has been instructed by the Holders in accordance with ~~these Terms and Conditions~~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 Holder to provide documents in accordance with Clause ~~18.1.2~~19.1.2), 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 ~~these Terms and Conditions or the Agent Agreement~~the Finance Documents or by any reason described in Clause ~~18.2.9~~19.2.9, such failure must continue for at least 40 Business Days after notice pursuant to Clause ~~18.2.10~~19.2.10 before a Holder may take any action referred to in Clause ~~20.1~~21.1.

21.3 ~~20.3~~The provisions of Clause ~~20.1–21.1~~ shall not in any way limit an individual Holder's right to claim and enforce payments which are due to it under Clause ~~10.4–11.5~~ (*Mandatory repurchase due to a Change of Control Event or Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Holders.

22. **21.TIME-BAR**

22.1 ~~21.1~~The right to receive repayment of the principal of the Bonds shall be time-barred and become void 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 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 Holders' right to receive payment has been time-barred and has become void.

22.2 ~~21.2~~If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new time-bar period of 10 years with respect to the right to receive repayment of the principal of the Bonds, and of 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.

23. ~~22.~~NOTICES AND PRESS RELEASES

23.1 ~~22.1~~Notices

23.1.1 ~~22.1.1~~ 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, if sent by email by the Issuer, to such email address as notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to such email address as notified by the Issuer to the Agent from time to time; and
- (c) if to the Holders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery or letter for all Holders. A notice to the Holders shall also be published on the websites of the Issuer and the Agent.

23.1.2 ~~22.1.2~~ Any notice or other communication made by one Person to another under or in connection with these Terms and Conditions shall be sent by way of courier, personal delivery or letter (and, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause ~~22.1.1~~ 23.1.1 or, in case of letter, 3 Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause ~~22.1.1~~ 23.1.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause ~~22.1.1~~ 23.1.1.

23.1.3 ~~22.1.3~~ Failure to send a notice or other communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

23.2 ~~22.2~~Press releases

23.2.1 ~~22.2.1~~ Any notice that the Issuer or the Agent shall send to the Holders pursuant to Clause ~~10.3–10.4, 11.9.1(e), 12.5, 13.4, 14.16, 15.1, 16.1, 17.3, 18.2.10 and 18.4.1–11.3–11.5, 12.9.1(e), 13.5, 14.4, 15.16, 16.1, 17.1, 18.3, 19.2.10 and 19.4.1~~ shall also be published by way of press release by the Issuer or the Agent, as applicable.

23.2.2 ~~22.2.2~~ In addition to Clause ~~22.2.1~~ 23.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice the Agent may send to the Holders 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 Holders 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 Holders, the Agent shall be entitled to issue such press release.

24. ~~23.~~FORCE MAJEURE AND LIMITATION OF LIABILITY

24.1 ~~23.1~~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 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.

24.2 ~~23.2~~The Issuing Agent shall have no liability to the Holders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.

24.3 ~~23.3~~Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with ~~these Terms and Conditions~~the Finance Documents, such action may be postponed until the obstacle has been removed.

24.4 ~~23.4~~The provisions in this Clause ~~23–24~~ apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

25. ~~24.~~LISTING

The Issuer intends to list the Bonds within 30 calendar days, and has undertaken to list the Bonds within 12 months, after the Issue Date on the corporate bond list of ~~NASDAQ-OMX Nasdaq~~ Stockholm (or any other Regulated Market) in accordance with Clause ~~11.20~~. Further, if the Bonds have not been listed on the corporate bond list of ~~NASDAQ-OMX Nasdaq~~ Stockholm within 60 calendar days after the Issue Date, each Holder has a right of repayment (put option) of its Bonds in accordance with Clause ~~10.4~~11.5.

26. ~~25.~~GOVERNING LAW AND JURISDICTION

26.1 ~~25.1~~These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.

26.2 ~~25.2~~Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause ~~25.3~~26.3, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.

26.3 ~~25.3~~The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Holders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

We hereby certify that the above [amended and restated](#) Terms and Conditions are binding upon ourselves.

Place: _____

OSCAR PROPERTIES HOLDING AB (PUBL)
as Issuer

Name:

We hereby undertake to act in accordance with the above [amended and restated](#) Terms and Conditions to the extent they refer to us.

Place: _____

~~CORPNORDIC~~ [INTERTRUST \(SWEDEN-\)](#) AB
as Agent

Name: