
**TERMS AND CONDITIONS FOR
BYGGMÄSTARE ANDERS J AHLSTRÖM FASTIGHETS AB (PUBL)
MAXIMUM SEK 200,000,000
SENIOR SECURED CALLABLE FIXED RATE
BONDS 2013/2018**

ISIN: SE0005504719

Issue Date: 18 November 2013

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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 generally accepted local accounting principles, standards and practices in Sweden.

“**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, irrespective of whether such person is directly registered as owner of such Bonds.

“**Advance Purchase Agreements**” means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment is due not more than 120 calendar days after the date of supply, or (b) any other trade credit incurred in the ordinary course of business.

“**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 agent and security agent under the Terms and Conditions from time to time; initially Swedish Trustee AB (publ), reg. no. 556882-1879, P.O. Box 7329, 103 90, Stockholm, Sweden.

“**Agent Agreement**” means the agent 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.

“**Applicable Premium**” means the higher of (a) 1.00 per cent. of the Nominal Amount, or (b) an amount equal to (i) the present value of 104.00 per cent. of the Nominal Amount of

the Bonds; plus (ii) the present value of all remaining scheduled interest payments on the Bonds until the First Call Date (but excluding accrued but unpaid Interest up to the relevant redemption date); (iii) discounted (for the time period starting from the date the relevant Bonds are redeemed to the First Call Date) using the discount rate equal to the Swedish Government Bond Rate at such redemption rate plus 50 basis points; minus (iv) the Nominal Amount.

“**Bank**” means Skandinaviska Enskilda Banken AB (publ) reg. no. 502032-9081.

“**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.

“**Bond**” means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act (Sw. *lag (1998:1479) om kontoföring av finansiella instrument*) and which are governed by and issued under these Terms and Conditions.

“**Bond Issue**” means the issuance of the Bonds on the Issue Date.

“**Call Option Amount**” means:

- (a) 104.00 per cent. of the Nominal Amount if the call option is exercised on or after the First Call Date up to (but not including) the date falling 36 months after the Issue Date;
- (b) 103.25 per cent. of the Nominal Amount if the call option is exercised on the date falling 36 months after the Issue Date up to (but not including) the date falling 42 months after the Issue Date;
- (c) 102.50 per cent. of the Nominal Amount if the call option is exercised on the date falling 42 months after the Issue Date up to (but not including) the date falling 48 months after the Issue Date;
- (d) 101.75 per cent. of the Nominal Amount if the call option is exercised on the date falling 48 months after the Issue Date up to (but not including) the date falling 54 months after the Issue Date; or
- (e) 101.00 per cent. of the Nominal Amount if the call option is exercised on the date falling 54 months after the Issue Date to (but not including) the Final Redemption Date.

“**Cash Equivalent Investments**” means cash and short-term liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and any investments in money market funds.

“**Change of Control Event**” means the occurrence of an event or series of events whereby one or more persons, not being a direct or indirect shareholder in the Issuer as of the Issue Date, 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 signed by the Issuer certifying 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. If the Compliance Certificate is provided in connection with a Financial Report being made available, the Compliance Certificate shall include relevant calculations and figures in respect of the Financial Covenants.

“**Conditions Precedent for Disbursement**” has the meaning set forth in Clause 13 (*Conditions precedent for disbursement of the Net Proceeds*).

“**Confirmation**” means a confirmation in writing provided by the Issuer to the Agent confirming that the market value of the Property is, in the reasonable opinion of the Issuer, until 30 September 2014 not less than the Initial Property Value and thereafter not less than the value set out in the latest Valuation Report or New Valuation Report (as applicable).

“**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, 101 23 Stockholm, Sweden).

“**EBITDA**” means, in respect of the Relevant Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Report(s):

- (a) before deducting any amount of tax on profits, gains or income paid or payable by any Group Company;
- (b) before deducting any Net Finance Charges;
- (c) before taking into account any extraordinary items in accordance with the Accounting Principles;
- (d) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which are accounted for on a hedge account basis);
- (e) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (f) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;

(g) after adding back or deducting, as the case may be, the Group's share of the profits or losses of entities which are not part of the Group; and

(h) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of Group Companies.

"Equity Contribution" means the cash contribution not less than SEK 80,000,000 to be made by the shareholder of the Issuer to the Issuer in connection with an issue of new shares or by way of an unconditional shareholder contribution.

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

"Escrow Account Pledge Agreement" means the pledge agreement entered into between the Issuer and the Agent on or about the Issue Date in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time, granted in favour of the Agent and the Holders (represented by the Agent).

"Event of Default" means an event or circumstance specified in Clause 15.1.

"Excess Cash" means all cash and Cash Equivalent Investments held by the Group according to the latest Financial Report less any accrued but unpaid Finance Charges and less SEK 30,000,000.

"Excess Cash Event" means an event where the Group's cash and Cash Equivalent Investments less any accrued but unpaid Finance Charges exceeds SEK 40,000,000 according to the latest Financial Report.

"Final Redemption Date" means 30 November 2018.

"Financial Covenants" means the covenants set out in Clause 12.4 (*Financial Covenants*).

"Finance Charges" means, for the Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any Group Company according to the latest Financial Report(s) (calculated on a consolidated basis), without taking into account any Transaction Costs or any unrealised gains or losses on any derivative instruments other than any derivative instruments which are accounted for on a hedge accounting basis.

"Finance Documents" means the Share Pledge Agreement, the Escrow Account Pledge Agreement, the Intercreditor Agreement and the Terms and Conditions.

"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 treated as a finance lease in accordance with the accounting

principles applicable on the Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability);

- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the accounting principles applicable on the Issue Date are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (f) 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);
- (g) 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
- (h) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)–(g).

“**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 and the quarterly interim unaudited consolidated reports of the Group which shall be prepared and made available according to Clauses 12.9.1(a) and 12.9.1(b) under Clause 12.9 (*Financial reporting and information*).

“**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.

“**First North**” means NASDAQ OMX Stockholm AB’s multilateral trading facility First North.

“**Force Majeure Event**” has the meaning set forth in Clause 26.1.

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

“**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 18 (*Holders’ Meeting*).

“**Increased Loan Amount**” means 110.00 per cent. of the total Initial Nominal Amount.

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

“**Initial Property Area**” means 106,314 square metres.

“**Initial Property Value**” means SEK 735,000,000.

“**Intercreditor Agreement**” means an intercreditor agreement satisfactory to the Agent in the agreed form as at the Issue Date to be entered into by the Issuer as borrower, the Agent (on behalf of the bondholders) as senior creditor and any subordinated lender.

“**Interest**” means the interest on the Bonds calculated in accordance with Clauses 10.1 to 10.4.

“**Interest Bearing Debt**” means the aggregate gross interest bearing debt of the Group on a consolidated basis according to the latest Financial Report.

“**Interest Coverage Ratio**” means the ratio of EBITDA to Net Finance Charges.

“**Interest Payment Date**” means 15 February, 15 May, 15 August and 15 November each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention (with the first Interest Payment Date on 15 February 2014 and the last Interest Payment Date being the Final Redemption Date).

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (but excluding) the Issue Date up to (and including) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date up to (and including) the next succeeding Interest Payment Date (or a shorter period if applicable), in no case adjusted due to an application of the Business Day Convention.

“**Interest Rate**” means a fixed rate of 8.00 per cent. per annum.

“**Interest Rate Protection Agreements**” means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or similar agreement or arrangement designed to protect the Issuer or its Subsidiaries against fluctuations in interest rates where such exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions or the Senior Facility, and not entered into for investment or speculation.

“**Issue Date**” means 18 November 2013.

“**Issuer**” means Byggmästare Anders J Ahlström Fastighets AB (publ), a public limited liability company incorporated under the laws of Sweden (reg. no. 556734-5805, c/o Curitas AB, Kaptensgatan 6, 114 57, Stockholm, Sweden).

“**Issuing Agent**” means Pareto Securities AB (reg. no. 556206-8956, P.O. Box 7415, SE-103 91 Stockholm, Sweden) or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**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 any regulated or unregulated recognised market place.

“**Material Adverse Effect**” means a material adverse effect on (i) the business, financial condition or operations of the Group taken as a whole, (ii) the Issuer’s ability to perform and comply with its payment undertakings under the Finance Documents and with the undertakings set out in Clause 12 (*Special undertakings*), or (iii) the validity or enforceability of the Finance Documents.

“**Material Group Company**” means Midco, Target or a Subsidiary to which has been transferred Property (or part thereof) exceeding 10.00 per cent. in value of the Initial Property Value.

“**Midco**” means Mitt Alby AB, reg. no. 556931-8271, c/o Curitas AB, Kaptensgatan 6, 114 57, Stockholm, Sweden, being the direct Subsidiary of the Issuer.

“**Net Finance Charges**” means, for the Relevant Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Relevant Period to any Group Company and any interest income relating to cash or Cash Equivalent Investments and any amounts paid under Interest Rate Protection Agreements (and excluding any payment-in-kind interest capitalised on Shareholder Loans or other subordinated loans subject to the Intercreditor Agreement).

“**Net Interest Bearing Debt**” means the aggregate Interest Bearing Debt (excluding Shareholder Loans or other subordinated loans subject to the Intercreditor Agreement) less cash and Cash Equivalent Investments, including funds held on the Escrow Account, of the Group according to the latest Financial Report.

“**Net Proceeds**” means the proceeds from the Bond Issue which, after deduction has been made for the Transaction Costs, which, subject to Clause 13 (*Conditions precedent for disbursement of the Net Proceeds*), shall be transferred to the Issuer and used in accordance with the Purpose of the Bonds.

“**New Valuation Report**” means an updated report regarding the market value of the Property prepared by the Reputable Advisor, in connection with preparation of the quarterly interim unaudited consolidated reports of the Group.

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

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

- (a) incurred under the Bonds;
- (b) related to any agreements under which a Group Company leases office space (Sw. *kontorshyresavtal*) provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company’s business;

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- (c) related to any Group Company's finance leases, provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company's business and in an aggregate maximum amount not, at any time, exceeding SEK 3,000,000;
 - (d) taken up from a Group Company;
 - (e) arising under any Interest Rate Protection Agreements;
 - (f) incurred in the ordinary course of business under Advance Purchase Agreements;
 - (g) related to any Shareholder Loans;
 - (h) which (i) is subordinated to the obligations of the Issuer under the Terms and Conditions and the Agent Agreement pursuant to an Intercreditor Agreement, (ii) has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date and (iii) yields payment-in-kind interest;
 - (i) incurred under the Senior Facility; or
 - (j) any Financial Indebtedness not permitted by paragraphs (a) to (i) above, provided that the aggregate amount of such indebtedness, together with the aggregate amount outstanding pursuant to paragraph (c) above, does not exceed SEK 3,000,000.

“Permitted Disposal” means any disposal of part of the Property which, in aggregate with any other Permitted Disposals, shall not exceed 21,263 square metres being 20.00 per cent. of the Initial Property Area, such disposal to be made by way of direct sale of part of the Property or by way of sale of all of the shares of a Subsidiary holding such part of the Property. For the avoidance of doubt, at no point during the term of the Bonds shall the aggregate Permitted Disposals exceed 21,263 square metres being 20.00 per cent. of the Initial Property Area.

“Permitted Disposal Prepayment Amount” means (i) the total square metres disposed of under a Permitted Disposal divided by the Initial Property Area (ii) times the Increased Loan Amount.

“Permitted Security” means any guarantee or security:

- (a) provided in relation to any financial lease arrangement considered to constitute Permitted Debt;
- (b) arising by operation of law or in the ordinary course of business (including set-off under standard terms for bank accounts or collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (c) provided in relation to any agreements under which a Group Company leases office space (Sw. *kontorshyresavtal*) and where such agreements are considered to constitute Permitted Debt;

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- (d) provided in relation to the Senior Facility;
 - (e) provided in relation to Interest Rate Protection Agreements;
 - (f) any close-out netting or set-off arrangement in respect of hedging transactions; or
 - (g) any guarantee or security not permitted under paragraphs (a) to (f) above, securing or guaranteeing indebtedness the principal amount of which does not in aggregate exceed 3,000,000.

“**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.

“**Pledgor**” means Byggmästare Anders J Ahlström Holding AB, (reg. no. 556943-7774, c/o Curitas AB, Kaptensgatan 6, 114 57 Stockholm, Sweden) being the direct sole shareholder of the Issuer.

“**Property**” means Albyberget 5 (which, for the avoidance of doubt, upon acquisition of the Target shall include each of Albyberget 1, Albyberget 2, Albyberget 3, Albyberget 4, Albyberget 6, Albyberget 7, Albyberget 8, Fogden 1 and Godemannen 1), located in Botkyrka municipality, Sweden.

“**Property Value**” means the Initial Property Value and, starting from 31 December 2014, the value set out in the later of the latest Valuation Report or the latest New Valuation Report.

“**Purchase Price**” means the price defined in the SPA being set at a preliminary value of SEK 513,938,654 which shall be paid on the acquisition date together with SEK 191,111,346 (representing an outstanding inter-company loan between Aktiebolaget Botkyrkabyggen and the Target) to Aktiebolaget Botkyrkabyggen.

“**Purpose of the Bond Issue**” has the meaning set forth in Clause 4.2.

“**Record Date**” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Holders is to be made under Clause 16 (*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 11 (*Redemption, prepayment and repurchase of the Bonds*).

“**Refinancing**” means a refinancing of the Senior Facility (which includes any security agreements in relation to the Senior Facility), up to the capital amount outstanding as of the date of the refinancing, that is entered into in all material respects on similar or more advantageous terms for the benefit of the borrowers and/or pledgors under such agreements (as applicable) and which are not detrimental to the Holders.

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

“**Reputable Advisor**” means any of NAI Svefa B, CBRE, Newsec, Forum Fastighetsekonomi AB, DTZ or any other a reputable independent property advisor acceptable to the Agent.

“**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.

“**Senior Facility**” means the loan or any Refinancing thereof raised by Midco and Target under the Senior Facility Agreement.

“**Senior Facility Agreement**” means the SEK 465,000,000 senior facility agreement entered into by Midco and Target (as borrowers) and SBAB Bank AB (publ) (as lender) on 8 November 2013.

“**Share Pledge Agreement**” means the pledge agreement entered into between the Pledgor and the Agent (on behalf of itself and the Holders) on or about the Issue Date regarding a first priority pledge over all of the shares in the Issuer.

“**Shareholder Loans**” means any shareholder loans of the Issuer or any of its Subsidiaries, where the Issuer or the relevant Subsidiary is the debtor, if such shareholder loans (a) are provided by any direct or indirect shareholder of the Issuer for the purpose of paying interest, principal or any other amounts due under the Bonds, (b) according to its terms and pursuant to an Intercreditor Agreement between the relevant creditor and the Agent, are subordinated to the obligations of the Issuer under the Terms and Conditions, (c) according to its terms have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date and (d) according to its terms yield payment-in-kind interest.

“**SPA**” means the share purchase agreement entered into on 3 June 2013 between Aktiebolaget Botkyrkabyggen and Midco relating to the purchase of all of the shares in the Target.

“**Subsidiary**” means, in relation to any person, any legal entity (whether incorporated or not), in respect of which such person, 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 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 redemption date to the First Call Date; provided, however, that if the period from the 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.

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

“**Target**” means Albyhjärtat AB, (reg. no. 556932-8114, c/o Aktiebolaget Botkyrkabyggen, box 1, 147 21 Tumba, Sweden) a company holding the Property and to be acquired by Midco.

“**Total Divestment**” means the divestment by a Group Company of the whole Property or the remaining whole part of the Property after a Permitted Disposal or all shares in a Group Company directly or indirectly owning the whole Property or the remaining whole part of the Property after a Permitted Disposal.

“**Total Divestment Amount**” means:

- (a) 100.00 per cent. of the Nominal Amount plus the Applicable Premium if the Total Divestment is made prior to the First Call Date;
- (b) 104.00 per cent. of the Nominal Amount if the Total Divestment is made on or after the First Call Date up to (but not including) the date falling 36 months after the Issue Date;
- (c) 103.25 per cent. of the Nominal Amount if the Total Divestment is made on the date falling 36 months after the Issue Date up to (but not including) the date falling 42 months after the Issue Date;
- (d) 102.50 per cent. of the Nominal Amount if the Total Divestment is made on the date falling 42 months after the Issue Date up to (but not including) the date falling 48 months after the Issue Date;
- (e) 101.75 per cent. of the Nominal Amount if the Total Divestment is made on the date falling 48 months after the Issue Date up to (but not including) the date falling 54 months after the Issue Date; or
- (f) 101.00 per cent. of the Nominal Amount if the Total Divestment is made on the date falling 54 months after the Issue Date to (but not including) the Final Redemption Date.

“**Transaction Costs**” means all fees, costs and expenses incurred by a Group Company in connection with the acquisition of the shares in the Target, the Bond Issue, the raising of the Senior Facility and the listing of the Bonds on First North.

“**Valuation Report**” means, from 31 December 2014, the yearly report regarding the market value of the Property as at 31 December of each year to be prepared by a Reputable Advisor.

“**Written Procedure**” means the written or electronic procedure for decision making among the Holders in accordance with Clause 19 (*Written Procedure*).

1.2 **Construction**

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

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (d) an Event of Default is continuing if it has not been remedied or waived;
- (e) a provision of law is a reference to that provision as amended or re-enacted; and
- (f) 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 the Finance Documents 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 200,000,000 and will be represented by Bonds, each of an initial nominal amount of SEK 100,000 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 redeemed in part pursuant to a partial prepayment by the Issuer (the “**Nominal Amount**”). The maximum total nominal amount of the Bonds is SEK 200,000,000. All 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 SE0005504719.

- 2.2 The minimum permissible investment in connection with the Bond Issue is SEK 1,000,000.
- 2.3 The Company undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 2.4 The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.
- 2.5 By subscribing for Bonds, each initial Holder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds each subsequent Holder confirms such agreements.

3. STATUS OF THE BONDS

The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them.

4. USE OF PROCEEDS

- 4.1 The Net Proceeds shall be transferred by the Issuing Agent to the Escrow Account. For the purpose of securing that the Conditions Precedent for Disbursement have been fulfilled before the disbursement of the Net Proceeds is made from the Escrow Account, the Escrow Account has been pledged in favour of the Holders (represented by the Agent) and the Agent under the Escrow Account Pledge Agreement until the Conditions Precedent for Disbursement have been fulfilled.
- 4.2 Upon fulfilment of the Conditions Precedent for Disbursement, the Net Proceeds shall be contributed to Midco by way of shareholder contribution which in turn shall use the Net Proceeds, together with the funds raised by Midco pursuant to the Senior Facility Agreement and the Equity Contribution, to acquire the Target and for payment of Transaction Costs. Any Net Proceeds remaining after the acquisition of the Target shall be used for general corporate purposes.

5. SECURITY

- 5.1 As a continuing security for the due and punctual fulfilment of the Pledgor's and/or the Issuer's obligations under the Finance Documents and the Agent Agreement, the Pledgor has agreed to pledge, in favour of the Agent and the Holders (as represented by the Agent) all shares in the Issuer.
- 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 by the Pledgor as the Agent may reasonably require in order for the Holders and the Agent to at all times maintain the security position envisaged hereunder.

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- 5.3 The Agent will hold the security created under the Share Pledge Agreement on behalf of itself and the Holders in accordance with the terms of the Share Pledge Agreement.
- 5.4 Except if otherwise decided by the Holders according to the procedures set out in Clauses 17 (*Decisions by Holders*) to 19 (*Written Procedure*), the Agent is, without first having to obtain the Holders' consent, entitled to enter into binding agreements with the Pledgor, the Issuer or third parties if it is, in the Agent's sole discretion, necessary for the purpose of maintaining, altering, releasing or enforcing the security created under the Share Pledge Agreement or for the purpose of settling the various Holders' relative rights to the security created under the Share Pledge Agreement. The Agent is entitled to take all measures available to it according to the terms of the Share Pledge Agreement.
- 5.5 If the Bonds are declared due and payable according to Clause 15 (*Termination of the Bonds*) or following the Final Redemption Date, the Agent is entitled to enforce the security created under the Share Pledge Agreement, 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 to decide on the termination of the Bonds and/or the enforcement of all or any of the security created under the Share Pledge Agreement, the Agent is obligated to take actions in accordance with the Holders' decision regarding the security created under the Share Pledge Agreement. 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, the Agent shall not enforce any of the security created under the Share Pledge Agreement. 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 any of the security created under the Share Pledge Agreement in accordance with the procedures set out in Clauses 17 (*Decisions by Holders*) to 19 (*Written Procedure*), the Agent shall promptly declare the Bonds terminated and enforce the security created under the Share Pledge Agreement. 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) in connection with the enforcement of any or all of the security created under the Share Pledge Agreement 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 the other interested parties. The Agent shall arrange for payments of such funds in accordance with Clause 16 (*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 security created under the Share Pledge Agreement, 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 procuring that the Pledgor issues 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. 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.

6. THE BONDS AND TRANSFERABILITY

- 6.1 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 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 Upon a transfer of Bonds, any rights and obligations under the Finance Documents relating to such Bonds are automatically transferred to the transferee.
- 6.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the 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 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. BONDS IN BOOK-ENTRY FORM

- 7.1 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 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.

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- 7.3 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 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 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 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 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. RIGHT TO ACT ON BEHALF OF A HOLDER

- 8.1 If any person other than a Holder wishes to exercise any rights under 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 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 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 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 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. PAYMENTS IN RESPECT OF THE BONDS

- 9.1 Any payment or repayment under 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 If a Holder has registered, through an Account Operator, that principal, Interest and the Applicable Premium 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 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 10.4 during such postponement.

9.4 If payment or repayment is made in accordance with this Clause 9, the Issuer 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 The Issuer shall pay any stamp duty and other public fees accruing in connection with the 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.

9.6 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

10. INTEREST

10.1 The Bonds will bear interest at the Interest Rate applied to the Nominal Amount from, but excluding, the Issue Date or any other Interest Payment Date up to and including next succeeding Interest Payment Date (or shorter period if relevant).

10.2 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 Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

10.4 If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 2.00 percentage 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. REDEMPTION, PREPAYMENT AND REPURCHASE OF THE BONDS

11.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Redemption Date (or, to the extent such day is not a Business Day, on the Business Day

following from an application of the Business Day Convention) with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest.

11.2 **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 **Early voluntary redemption by the Issuer (call option)**

11.3.1 The Issuer may redeem all, but not only some, of the outstanding Bonds at any time prior to the First Call Date, at an amount equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid Interest, plus the Applicable Premium.

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

11.3.3 Redemption in accordance with Clause 11.3.1 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 **Mandatory partial prepayment (upon an Excess Cash Event)**

11.4.1 Upon an Excess Cash Event, the Issuer shall procure that an amount equal to any Excess Cash is used to partially repay the Bonds by way of reducing the Nominal Amount of each Bond *pro rata*. The amount to be prepaid shall be rounded down to the nearest SEK 1,000 per Bond.

11.4.2 The repayment set out in Clause 11.4.1 shall be executed on the first Interest Payment Date (taking into account the rules and regulations of the CSD) falling after the publication of the Financial Report evidencing the Excess Cash Event in question and include accrued but unpaid Interest.

11.4.3 Repayment in accordance with Clause 11.4.1 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 relevant Interest Payment Date on which payment shall be made in accordance with Clause 11.4.2, the amount to be prepaid and be irrevocable.

11.5 **Mandatory partial prepayment (upon a Permitted Disposal)**

11.5.1 Upon a Permitted Disposal, the Issuer shall procure that an amount equal to the Permitted Disposal Prepayment Amount is used to partially repay the Bonds by way of reducing the Nominal Amount of each Bond *pro rata* with the Permitted Disposal Prepayment Amount. The amount to be prepaid shall be rounded down to the nearest SEK 1,000 per Bond.

11.5.2 The requirement to repay pursuant to Clause 11.5.1 above shall not apply until the aggregate Permitted Disposal Prepayment Amount exceeds SEK 2,000,000.

11.5.3 The repayment set out in Clause 11.5.1 shall be executed on the first Interest Payment Date (taking into account the rules and regulations of the CSD) falling after the completion of the disposal in question and include accrued but unpaid Interest.

11.5.4 Repayment in accordance with Clause 11.5.1 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 relevant Interest Payment Date on which payment shall be made in accordance with Clause 11.5.3, the Permitted Disposal Prepayment Amount and be irrevocable.

11.6 **Mandatory prepayment (upon a Total Divestment)**

11.6.1 Upon a Total Divestment, the Issuer shall procure that an amount equal to the Total Divestment Amount together with accrued but unpaid Interest is used as full prepayment of the Bonds. Such prepayment to be made as soon as possible after the Total Divestment has taken place.

11.6.2 The Issuer may not enter into a binding agreement relating to a Total Divestment unless the Agent has given its consent thereto. Such consent shall not be unreasonably withheld and will be provided if the Issuer provides (i) evidence that the proceeds from the Total Divestment together with available cash resources (including funds from Shareholder Loans or other Permitted Debt) suffice for payment of the Total Divestment Amount and (ii) sufficient security arrangements for the payment of the Total Divestment Amount.

11.6.3 Prepayment in accordance with Clause 11.6.1 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 relevant Redemption Date on which payment shall be made in accordance with Clause 11.6.1, the amount to be prepaid and be irrevocable.

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

11.7.1 Upon a Change of Control Event occurring, each Holder shall have the right to request that all, or only some, of its Bonds be 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 60 calendar days following a notice from the Issuer of the Change of Control Event pursuant to Clause 12.9.1(g). The 60 calendar days' period may not start earlier than upon the occurrence of the Change of Control Event.

11.7.2 The notice from the Issuer pursuant to Clause 12.9.1(g) 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 12.9.1(g). The repurchase

date must fall no later than 20 Business Days after the end of the period referred to in Clause 11.7.1.

- 11.7.3 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 11.7, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 11.7 by virtue of the conflict.
- 11.7.4 Any Bonds repurchased by the Issuer pursuant to this Clause 11.7 may at the Issuer's discretion be retained, sold or cancelled.

12. SPECIAL UNDERTAKINGS

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

12.1 Distributions

The Issuer shall not, and shall procure that none of its Subsidiaries, (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 or pay interest under any Shareholder Loans, (v) grant any loans or (vi) make any other similar distribution or transfers of value (Sw. *värdeöverföringar*) to the Issuer's, or its Subsidiaries', 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 no Event of Default is continuing or would result from such Restricted Payment, by any of the Issuer's Subsidiaries if such Restricted Payment is made to the Issuer or any of its Subsidiaries and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis.

12.2 Listing of Bonds

The Issuer intends to list the Bonds on the institutional segment of First North within 30 days after the Issue Date and shall ensure that such is done not later than 60 days after the Issue Date. The Issuer shall take all measures required to ensure that the Bonds, once listed on the institutional segment of First North, continue being listed on the institutional segment of First North for as long as any Bond is outstanding (however, taking into account the rules and regulations of First North preventing trading in the Bonds in close connection to the redemption of the Bonds).

12.3 Nature of business

The Issuer shall procure that no substantial change is made to the general nature of the business as contemplated to be carried on by the Group following the acquisition of the Target.

12.4 **Financial Covenants**

12.4.1 **Senior Facility to Property Value:** The Issuer shall procure that the ratio of the capital amount outstanding (not including accrued but unpaid interest) under the Senior Facility to the Property Value is not greater than:

- (a) 65.00 per cent. during the period from the Issue Date up to (but excluding) 31 December 2014;
- (b) 64.00 per cent. during the period from 31 December 2014 up to (but excluding) 31 December 2015;
- (c) 63.00 per cent. during the period from 31 December 2015 up to (but excluding) 31 December 2016;
- (d) 62.00 per cent. during the period from 31 December 2016 up to (but excluding) 31 December 2017; or
- (e) 61.00 per cent. during the period from 31 December 2017 up to (and including) the Final Maturity Date.

12.4.2 **Loan to Property Value:** The Issuer shall procure that the ratio of Net Interest Bearing Debt to the Property Value is not greater than:

- (a) 90.00 per cent. during the period from the Issue Date up to (but excluding) 31 December 2014;
- (b) 88.00 per cent. during the period from 31 December 2014 up to (but excluding) 31 December 2015;
- (c) 86.00 per cent. during the period from 31 December 2015 up to (but excluding) 31 December 2016;
- (d) 84.00 per cent. during the period from 31 December 2016 up to (but excluding) 31 December 2017; or
- (e) 82.00 per cent. during the period from 31 December 2017 up to (and including) the Final Maturity Date.

12.4.3 **Interest Coverage Ratio:** The Issuer shall procure that, from the date of submission of the first Financial Report which together with previous Financial Reports cover 12 consecutive calendar months, the ratio of EBITDA to Net Finance Charges is not lower than 1.30.

12.5 **Financial Indebtedness**

The Issuer shall not, and shall procure that none of its Subsidiaries, incur, maintain or prolong any existing Financial Indebtedness, provided however that the Group Companies have a right to incur, maintain and prolong Financial Indebtedness constituting Permitted Debt.

12.6 **Disposals of assets**

The Issuer shall not, and shall procure that no Group Company will, sell or otherwise dispose of all or some of the shares in any Group Company or of any Property or part thereof to any person not being the Issuer or any of its wholly-owned Subsidiaries unless such disposal is made on customary arm's length terms at fair market value and is either a Total Divestment or a Permitted Disposal not having a Material Adverse Effect. In connection with a Permitted Disposal an amount equal to the Permitted Disposal Prepayment Amount shall be applied in accordance with Clause 11.5 (*Mandatory partial prepayment (upon a Permitted Disposal)*) and in connection with a Total Divestment an amount equal to the Total Divestment Amount shall be applied in accordance with Clause 11.6 (*Mandatory prepayment (upon a Total Divestment)*).

12.7 **Negative pledge**

The Issuer shall not, and shall procure that none of its Subsidiaries, create or allow to subsist, retain, provide, prolong or renew any guarantee or security over any of its/their assets (present or future) to secure any loan or other indebtedness, provided however that the Group Companies have a right to retain, provide, prolong and renew any Permitted Security.

12.8 **Dealings with related parties**

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

12.9 **Financial reporting and information**

12.9.1 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, 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 (for the first time in connection with the Financial Report relating to the financial period ending on 31 December 2013), 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, on its website not later than 2 months after the expiry of each relevant interim period;
- (c) provide to the Agent the Valuation Report not later than 2 months after 31 December of each year starting from 31 December 2014;
- (d) provide to the Agent the Confirmation not later than at the time of making available the report referred to in Clause 12.9.1 (b) unless the Issuer is unable to provide the

Confirmation in which case the Issuer shall instead submit a New Valuation Report at such time;

- (e) issue a Compliance Certificate to the Agent in connection with a Financial Report being made available and at the Agent's request, within 20 days from such request;
- (f) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions) available on the website of the Group; and
- (g) promptly notify the Agent upon becoming aware of the occurrence of (i) a Change of Control Event, (ii) an Excess Cash Event, (iii) a Total Divestment, (iv) a disposal described in Clause 12.6 (*Disposals of assets*) or (v) 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.

12.9.2 The Issuer shall notify the Agent of any transaction referred to in Clause 12.6 (*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.

12.9.3 When the Bonds have been listed, the reports referred to in Clause 12.9.1 (a) and 12.9.1 (b) shall be prepared in accordance with the Accounting Principles and made available in accordance with the rules and regulations of First North (as amended from time to time) and the Swedish Securities Market Act (Sw. lag (2007:528) om värdepappersmarknaden) (as amended from time to time).

12.10 **Compliance with laws etcetera**

The Issuer shall, and shall procure that its Subsidiaries will, (i) comply in all material respects with all laws and regulations applicable from time to time and with the SPA regulating the acquisition of the Target 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.

12.11 **Agent Agreement**

12.11.1 The Issuer shall, in accordance with the Agent Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;

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- (c) furnish to the Agent all information 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.
- 12.11.2 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. CONDITIONS PRECEDENT FOR DISBURSEMENT OF THE NET PROCEEDS

- 13.1 The Agent's approval of the disbursement from the Escrow Account of the Net Proceeds is subject to the following documents being received by the Agent, in form and substance satisfactory to it, and that the following actions have been taken or that the following events have occurred:
- (a) evidence that the shareholders of the Issuer have made the Equity Contribution;
 - (b) evidence that the Senior Facility Agreement has been duly executed and that the funds will be made available under it;
 - (c) evidence that the funds in accordance with (a) and (b) above together with the Net Proceeds shall be applied towards the full payment of the Purchase Price and for payment of Transaction Costs; and
 - (d) a duly executed copy of the Share Pledge Agreement together with (i) a certified copy of the share register of the Issuer setting out the pledge over the shares in the Issuer and (ii) duly endorsed in blank original share certificate(s) representing all of the shares in the Issuer.
- 13.2 When the Conditions Precedent for Disbursement set out above have been fulfilled to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the Bank to transfer the funds from the Escrow Account to an account designated by the Issuer. The Agent shall instruct the Bank to transfer any residual funds from the Escrow Account to the bank account specified by the Issuer, to be used for general corporate purposes in accordance with the Purpose of the Bond Issue.
- 13.3 When the Conditions Precedent for Disbursement have been fulfilled, the Escrow Account Pledge Agreement shall have no further effect and the security created thereunder shall be released. The Agent shall execute and deliver any documents and take any other actions necessary to give effect to such termination of the Escrow Account Pledge Agreement and such release of security in accordance with the terms of the Escrow Account Pledge Agreement.
- 13.4 The Agent may assume that the documents presented under Clause 13.1 are correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such documents.

14. CONDITIONS SUBSEQUENT

The Issuer shall, immediately after the Conditions Precedent for Disbursement have been fulfilled and the payments from the Escrow Account have been made provide to the Agent evidence, in form and substance satisfactory to the Agent, showing that the following actions have been taken or that the following events have occurred:

- (a) evidence that the Purchase Price has been fully paid together with a certified copy of the updated share register of the Target setting out that Midco is the sole owner of all of the shares in the Target; and
- (b) evidence confirming that all of the seller's deliverables under the SPA have been completed.

15. TERMINATION OF THE BONDS

15.1 The Agent is entitled, on behalf of the Holders, to 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 the Terms and Conditions unless its failure to pay is due to technical or administrative error and is remedied within 5 Business Days of the due date;
- (b) **Conditions subsequent:** the Issuer has not provided the Agent with evidence, in form and substance satisfactory to the Agent, showing that the actions described under Clause 14 (*Conditions subsequent*) above have been taken or that the events described therein have occurred immediately after the Conditions Precedent for Disbursement have been fulfilled and the payments from the Escrow Account have been made;
- (c) **Other obligations:** the Issuer and/or the Pledgor do not comply with the Finance Documents in any other way than as set out under (a) above, provided that the Agent has requested the Issuer in writing to remedy such failure and the Issuer has not remedied the failure within 20 Business Days from such request (if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written request);
- (d) **Cross-acceleration:** any Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this Clause 15.1 (d) if the aggregate amount of Financial Indebtedness is less than SEK 10,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company;

(e) **Insolvency:**

- (i) any 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 with a view to rescheduling its Financial Indebtedness; or
- (ii) a moratorium is declared in respect of the Financial Indebtedness of any Group Company;

(f) **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 Issuer's Subsidiaries (not being a Material Group Company), 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 Group Company;
- (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets; or
- (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Group Company;

(g) **Mergers and demergers:**

- (i) a decision is made that any 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;

(h) **Creditors' process:** any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value equal to or exceeding SEK 10,000,000 and is not discharged within 30 calendar days;

(i) **Impossibility or illegality:** it is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Finance Documents or if the

obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable; or

- (j) **Continuation of the business:** the Issuer or any other Group Company ceases to carry on its business, except if due to (i) a merger or demerger that is not prohibited by Clause 15.1 (g) above, or (ii) a Permitted Disposal.

- 15.2 Termination for payment prematurely on the grounds mentioned in Clauses 15.1 (c) and (d) or, regarding any of the Issuer's Subsidiaries (not being a Material Group Company), on the grounds mentioned in Clauses 15.1 (e), (f), (g), (h), (i) and (j) above may only occur if the nature of the particular circumstance is such that it would have a Material Adverse Effect and that the cause of termination is continuing at the time of the Agent's declaration. However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the ground mentioned in Clause 15.1(e).
- 15.3 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.
- 15.4 The Issuer is obliged to inform the Agent immediately if any circumstance of the type specified in Clause 15.1 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 15.1. The Issuer shall further, at the request of the Agent, provide the Agent with details of any circumstances referred to in Clause 15.1 and provide the Agent with all documents that may be of significance for the application of this Clause 15.
- 15.5 The Issuer is only obliged to inform the Agent according to Clause 15.4 if informing the Agent would not conflict with any statute or the Issuer's registration contract with First North. If such a conflict would exist pursuant to the listing contract with First North or otherwise, the Issuer shall however be obliged to either seek the approval from First North 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 15.4.
- 15.6 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 15.1, the Agent shall 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 17 (*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 and whether such event has a Material Adverse Effect.

- 15.7 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 17 (*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.
- 15.8 If the Bonds are declared due and payable in accordance with the provisions in this Clause 15, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 15.9 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 15 without relevant decision by the Agent or following instructions from the Holders' pursuant to Clause 17 (*Decisions by Holders*).
- 15.10 If the Bonds are declared due and payable, the Issuer shall redeem all Bonds with a redemption amount equal to 104.00 per cent. of the Nominal Amount or such lower amount as set forth in the Call Option Amount, as applicable considering when the acceleration occurs.

16. DISTRIBUTION OF PROCEEDS

- 16.1 If the Bonds have been declared due and payable due to an Event of Default, 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 acceleration of the Bonds or the protection of the bondholders' rights, (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 bondholders' 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 the Terms and Conditions.

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.

- 16.2 If a Holder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 16.1, such Holder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 16.1.
- 16.3 Funds that the Agent receives (directly or indirectly) in connection with the termination of the Bonds and/or enforcement of any or all of the security created under the Finance Documents 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 the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 16 as soon as reasonably practicable.
- 16.4 If the Issuer or the Agent shall make any payment under this Clause 16, 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 9.1 shall apply.

17. DECISIONS BY HOLDERS

- 17.1 A request by the Agent for a decision by the Holders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Holders' Meeting or by way of a Written Procedure.
- 17.2 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 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.
- 17.3 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.
- 17.4 Only a person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 8 (*Right to act on behalf of a 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 19.3, 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.

17.5 The following matters shall require consent of Holders representing at least the following proportion 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 19.3:

(a) two thirds (2/3) to (i) waive a breach of an undertaking in Clause 12 (*Special undertakings*), and (ii) amend a provision in the Finance Documents, subject to (b) below; and

(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, and (iii) amend the provisions in this Clause 17.5.

17.6 Any matter not covered by Clause 17.5 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 19.3. This includes, but is not limited to, any waiver of the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 20.1 (a) or (b)) or termination of the Bonds.

17.7 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.

17.8 Quorum at a Holders' Meeting or in respect of a Written Procedure only exists if a Holder (or Holders) representing at least 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.

17.9 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 18.1) or initiate a second Written Procedure (in accordance with Clause 19.1), 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 17.8 shall not apply to such second Holders' Meeting or Written Procedure.

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- 17.10 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 the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 17.11 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.
- 17.12 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.
- 17.13 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.
- 17.14 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.
- 17.15 If a decision shall be taken by the Holders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) 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.
- 17.16 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.

18. HOLDERS' MEETING

- 18.1 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).
- 18.2 Should the Issuer want to replace the Agent, it may convene a Holders' Meeting in accordance with Clause 18.1 with a copy to the Agent. After a request from the Holders pursuant to Clause 21.4.3, 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 18.1.

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- 18.3 The notice pursuant to Clause 18.1 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.
- 18.4 The Holders' Meeting shall be held no earlier than 15 Business Days and no later than 30 Business Days from the notice.
- 18.5 If the Agent, in breach of these Terms and Conditions, has not convened a Holders' Meeting within 30 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.
- 18.6 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.
- 18.7 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.

19. WRITTEN PROCEDURE

- 19.1 The Agent shall instigate a Written Procedure 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) by sending a communication to each such person who is registered as a Holder on the Record Date prior to the date on which the communication is sent.
- 19.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 19.1 to each Holder with a copy to the Agent.
- 19.3 A communication pursuant to Clause 19.1 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 19.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- 19.4 When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 17.5 and 17.6 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 17.5 or 17.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

20. AMENDMENTS AND WAIVERS

- 20.1 The Issuer and the Agent (acting on behalf of the Holders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:

- (a) such amendment or waiver is not detrimental to the interest of the 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 17 (*Decisions by Holders*).

- 20.2 The consent of the Holders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.

- 20.3 The Agent shall promptly notify the Holders of any amendments or waivers made in accordance with Clause 20.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents 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.

- 20.4 An amendment to 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.

21. APPOINTMENT AND REPLACEMENT OF THE AGENT

21.1 Appointment of Agent

- 21.1.1 By subscribing for Bonds, each initial Holder appoints the Agent to act as its agent and security agent in all matters relating to the Bonds and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Holder. By acquiring Bonds, each subsequent Holder confirms such appointment and authorisation for the Agent to act on its behalf.

- 21.1.2 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 the Finance Documents. The Agent is under no obligation to represent a Holder which does not comply with such request.

21.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

21.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agent Agreement and the Agent's obligations as agent and security agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

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

21.2 **Duties of the Agent**

21.2.1 The Agent shall represent the Holders in accordance with the Finance Documents. However, the Agent is not responsible for the execution or enforceability of 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.

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

21.2.3 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 the Finance Documents.

21.2.4 The Agent shall treat all Holders equally and, when acting pursuant to 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 the Finance Documents and the Agent Agreement.

21.2.5 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.

21.2.6 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged (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

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- may be detrimental to the interests of the Holders under the Finance Documents or (iii) when the Agent is to make a determination under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 16 (*Distribution of proceeds*).
- 21.2.7 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 21.2.8 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.
- 21.2.9 The Agent shall give a notice to the Holders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agent Agreement, or (ii) if it refrains from acting for any reason described in Clause 21.2.8.
- 21.3 **Limited liability for the Agent**
- 21.3.1 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 any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 21.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts 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.
- 21.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the 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.
- 21.3.4 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 17 (*Decisions by Holders*).
- 21.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Holders under the Finance Documents.

21.4 **Replacement of the Agent**

- 21.4.1 Subject to Clause 21.4.6, the Agent may resign by giving notice to the Issuer and the 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.
- 21.4.2 Subject to Clause 21.4.6, 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.
- 21.4.3 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.
- 21.4.4 If the Holders have not appointed a successor Agent within 90 days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the 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.
- 21.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 21.4.6 The Agent's resignation or dismissal shall only take effect upon the 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.
- 21.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Holders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 21.4.8 In the event that there is a change of the Agent in accordance with this Clause 21.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agent Agreement. 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.

22. APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

22.1 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.

22.2 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.

23. NO DIRECT ACTIONS BY HOLDERS

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

23.2 Clause 23.1 shall not apply if the Agent has been instructed by the Holders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Holder to provide documents in accordance with Clause 21.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agent Agreement or by any reason described in Clause 21.2.8, such failure must continue for at least 40 Business Days after notice pursuant to Clause 21.2.9 before a Holder may take any action referred to in Clause 23.1.

23.3 The provisions of Clause 23.1 shall not in any way limit an individual Holder's right to claim and enforce payments which are due to it under Clause 11.7 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Holders.

24. TIME-BAR

24.1 The right to receive repayment of the principal of the Bonds shall be prescribed and become void 10 years from the Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be prescribed 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 prescribed and has become void.

24.2 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 receive payment of Interest (excluding capitalised Interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

25. NOTICES AND PRESS RELEASES

25.1 Notices

25.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given 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 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 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 Record Date 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.

25.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (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 25.1.1 or, in case of letter, 3 Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause 25.1.1.

25.1.3 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.

25.2 Press releases

25.2.1 Any notice that the Issuer or the Agent shall send to the Holders pursuant to Clauses 11.3 (*Early voluntary redemption by the Issuer (call option)*), 11.4 (*Mandatory partial prepayment (upon an Excess Cash Event)*), 11.5 (*Mandatory partial prepayment (upon a Permitted Disposal)*), 11.6 (*Mandatory Prepayment (upon a Total Divestment)*), 12.6 (*Disposals of assets*), 12.9.1(g), 15.6, 17.16, 18.1, 19.1 and 20.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.

25.2.2 In addition to Clause 25.2.1, 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.

26. FORCE MAJEURE AND LIMITATION OF LIABILITY

26.1 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.

26.2 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.

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

26.4 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27. GOVERNING LAW AND JURISDICTION

27.1 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.

27.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 27.3, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.

27.3 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 Terms and Conditions are binding upon ourselves.

Place:

BYGGMÄSTARE ANDERS J AHLSTRÖM FASTIGHETS AB (PUBL)
as Issuer

Name:

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

Place:

SWEDISH TRUSTEE AB (PUBL)
as Agent

Name: