



Notice of written procedure for bonds issued by Recap Energy AB (publ)

To the holders of the Secured Fixed Rate Bonds 2023/2024 with ISIN: EUR BONDS: SE0020552800 and SEK BONDS: SE0020552792 (the "Bonds") issued by Recap Energy AB (publ), Swedish reg. no. 556919-6503 (the "Issuer"), under the terms and conditions dated 27 July 2023.

Capitalized terms not otherwise defined in this notice shall have the meaning given to them in the terms and conditions relating to the Bonds (the "**Terms and Conditions**").

This notice has been sent by Intertrust (Sweden) AB (the "Agent") to direct registered owners and registered authorised nominees (*förvaltare*) of the Bonds recorded as of 14 June 2024 in the debt ledger produced by Euroclear Sweden. If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. See "Voting rights" in Section B (*Decision procedure*) for further information.

On behalf of and as requested by the Issuer, the Agent, acting in its capacity as Agent for the Bondholders under the Terms and Conditions, hereby initiates a written procedure (the "**Written Procedure**"), whereby the Bondholders can approve or reject a proposal from the Issuer regarding certain amendments to the Terms and Conditions. The proposal by the Issuer and the background thereto is described in Section A (*Background and Proposal*).

Please also see the investor presentation (**Schedule 2**) relating to this Written Procedure on <https://blog.cscglobal.com/our-services/capital-markets-services/bond-news/> including the risk factors set out therein (the "**Investor Presentation**").

NO DUE DILIGENCE CARRIED OUT IN CONNECTION WITH THIS WRITTEN PROCEDURE

Please note that no documentary due diligence whatsoever (legal, financial, tax, environment or otherwise) has been carried out by the Agent, the solicitation agent for the Written Procedure, any of their advisors or any other person for the purposes of the Written Procedure or with respect to the Issuer or its assets, other than some specific confirmatory questions directed to and answered by the management of the Issuer.

It should be noted that the risk factors appended to the Investor Presentation (that can be found on <https://blog.cscglobal.com/our-services/capital-markets-services/bond-news/>) have not been produced specifically for this Written Procedure but merely been updated based on the specific questions directed to the management of the Issuer referred to above.

LIMITATION OF LIABILITY OF THE AGENT

The Proposal (as defined below) is presented to the Bondholders by the Agent on behalf of the Issuer, without any evaluation, advice or recommendations from the Agent to the Bondholders whatsoever. The Agent has not assessed the Proposal (and its effects, should it be adopted) from a legal, commercial, financial or other perspective and the Agent expressly disclaims any liability whatsoever related to the content of this notice and the Proposal (and its effects, should it be adopted). The Agent has assumed that documentation and other evidence (if any) delivered to it pursuant to the Proposal is accurate, correct and complete and the Agent has not verified the contents of any such documentation. The Bondholders are recommended to seek their own professional advice in order to independently evaluate whether the Proposal (and its effects) is acceptable or not. Neither the Agent, nor any of its advisors has carried out any due diligence in connection with the Proposal and no party can guarantee any satisfactory outcome of the Proposal set out herein.



ALL BONDHOLDERS ARE STRONGLY ENCOURAGED TO REVIEW AND CONSIDER THE PROPOSAL

Before making a decision whether to accept the Proposal, each Bondholder is advised to carefully review the content of this document and the proposed resolution set out in Paragraph 2 of Section A (*Background and Proposal*) below and the limitation of liability provision set out above as well as the Investor Presentation and the risk factors contained therein. If a Bondholder is uncertain as to the content and significance of any of those documents and the measures the Bondholder should take, the Bondholder is advised to consult its own legal, tax, financial or other appropriate adviser for this purpose. The Agent will not, and is under no obligation to, update this document.

PARTICIPATION IN THE WRITTEN PROCEDURE

Bondholders may participate in the Written Procedure by completing and sending the voting form attached below to the Agent. The Agent must **receive the voting form no later than by 12.00 (CEST) on 4 July 2024** by mail, via courier or e-mail to the addresses indicated below. Votes received thereafter will be disregarded. Please note that the Written Procedure may expire early if the requisite majority consents of the total Adjusted Nominal Amount have been received before **4 July 2024**.

To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Bondholder on 14 June 2024 (the "Record Date"). This means that the person must be registered on a Securities Account with Euroclear Sweden as a direct registered owner (*direktregistrerad ägare*) or authorised nominee (*förvaltare*) with respect to one or several Bonds.

If you have an interest in a Bond but are not registered as a direct registered owner or authorised nominee on a Securities Account, you need to obtain a power of attorney or other proof of authorisation from the person who fulfils the formal criteria for being a Bondholder on the Record Date, to be able to participate. An alternative may be to ask the person that is registered as a Bondholder and holds the Bonds on your behalf to vote in its own name as instructed by you. For further information on voting, please see under *Voting rights* in Section B (*Decision procedure*).

Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

Important Dates

Record Date (for voting): 14 June 2024

Last time and day to vote: 12.00 CEST on 4 July 2024

A. Background and Proposal

1. Background

Recap Energy AB (publ) ("**Recap**" or the "**Company**") is a developer of sustainable energy solutions and assets that was founded in 2010. The company has several business areas and currently develops business within solar energy, battery energy storage solutions ("**BESS**") and industrial energy efficiency. The business area BESS was founded and seeded in Sweden in 2020 on the back of a view that the experience gained in Recap's development within the Spanish solar market for commercial and industrial clients was providing a valuable foundation in this rapidly growing segment in the Swedish energy market. Three years later in June 2024 it is fair to conclude that our insights into the demands and expectations of commercial and industrial clients in the energy transition have proven valuable in the roll-out of our energy storage business in Sweden. This has been best manifested by the expansion of our Battery-as-a-Service (BaaS) business model with local grid operators and industrial companies that allows these companies to rent battery capacity by the hour at a fixed price. Recap has been a pioneer in introducing this business concept in the market and our first BaaS project with VänerEnergi in Mariestad and Töreboda (commissioned and prequalified for ancillary services in late 2023) have created a lot of follow-on interest from other municipal energy companies.



At the heart of our drive to introduce a new type of service to the energy storage market is a goal to broaden the revenue base for energy storage projects. Today the bulk of the energy storage market revenues are driven by ancillary services provided to the national grid operator (Svenska Kraftnät, SVK). These incomes are "merchant" by nature, i.e. fully exposed to fluctuating market prices. By introducing BaaS, Recap is aiming to build a mixture of fixed and merchant incomes into its asset portfolios and thus create a more balanced combined portfolio income stream. Given the newness of the Swedish energy storage market, traditional bank financing has yet to fully reach the sector. Merchant revenues become bankable only over a long period of time and by introducing a fixed revenue component Recap is attempting to speed up the bankability of its asset portfolios.

In 2023 Recap issued the Bonds of up to SEK 100m and the majority of the proceeds was used to finance the development of BESS assets in Recap's subsidiary Recap Energy Storage AB, "RES". The development of RES and the Swedish BESS-market has since moved forward at an astonishing pace. RES now has developed an overall pipeline of 920 MW, of which 5 MW are operational and 214 MW in large stage development having signed land lease agreements and are awaiting grid approval. In June 2023 our overall pipeline BESS stood at around 90 MW, meaning that there are current active pipeline is 10 times larger. As such we at Recap have overachieved our 2023 targets for pipeline development but have also faced certain market-based challenges. We have seen bottlenecks in the grid applications and formal prequalification processes throughout all the price regions in Sweden. On average the real grid application times are roughly 6-12 month longer and the SVK prequalification longer than we had expected based on public guidelines and communications at the time of the bond issuance. As a result, the speed at which we have been able to move early-stage projects to RTB has been slower than expected, all the while our pipeline of early-stage opportunities has grown massively.

However, the development of the market and demand amongst investors has increased over the last year and Recap has seen a lot of interest and taken a strategic decision to participate in a transaction with a larger financier to ramp-up its BESS business. By March 2024 a large Nordic investment bank investment bank representing Recap had approached over 150 qualified international and domestic infrastructure and energy private equity investors. Discussions with multiple investors are ongoing in early May 2024 and we strongly feel a further nudge of a cohort of projects across to the RTB stage over the next three to six months will reflect very favourably on Recap in these investment negotiations. The positive effect on the BESS asset portfolio valuation will be two-fold. First, we will have further de-risked the development cycle by adding to the size of the RTB portfolio. Second, a larger share of BaaS contracts should have been added to the portfolio, reducing the merchant risk of the asset portfolio.

As a result, the current timing of the bond repayment sits at a junction between bringing an important additional part of the portfolio to RTB and the ongoing investor negotiations.

Rationale

Recap has been very successful in executing its project and portfolio origination plan that was communicated to bond investors in the spring of 2023, and in many ways exceeding the scale of origination on the back of its combination of BaaS and ancillary services. At the same time the development cycles have been longer due to delayed approval and prequalification processes. Meanwhile project marketing, presentations and investor negotiations for a partial sale of Recap Energy Storage has taken longer to reach financial close than initially projected by the investment bank and Recap. We therefore find ourselves in a situation where an extension of the bond repayment period will provide us an opportunity to (i) increase the value of our asset base and (ii) properly execute our current investor negotiations to ensure the best outcome for the Recap and the Bondholders from the strategic transaction.

In a scenario where the proposed extension is not approved by Bondholders, Recap would be pushed into a situation where a transaction for assets would have to be done in a sub-optimal position of negotiations, realistically risking our ability to raise an investment amount sufficient to repay the Bonds in full. An extension of the Bonds will allow Recap to further mature its asset base to prior to carrying out any strategic transaction. As such, we kindly ask the Bondholders to approve the Proposal and provide us with an additional 3–6 months development period before the Bonds' repayment date falls due.

Please see the Investor Presentation for further details.



Based on the above, the Issuer has initiated this Written Procedure to ask for certain amendments to the Terms and Conditions, as set out in paragraph 2 (*Proposal*) below.

2. The Proposal and request for waiver

The amendments proposed by the Issuer to be made to the Terms and Conditions are set forth in full in **Schedule 1** (*Proposed Amended and Restated Terms and Conditions*), where blue and underlined text indicates additions whereas red and crossed-out text indicates deletions. A summary of the proposed amendments to the Terms and Conditions are also set forth below in this Paragraph 2.

Extended Final Maturity Date and Redemption Premium

The current Final Maturity Date is 27 July 2024 (the “**Original Maturity Date**”), as a result of the Issuer’s utilised Extension Option, pursuant to Clause 10.1.2 in the Terms and Conditions. It is proposed to (i) extend the tenure of the Bonds for another 3 months, to 27 October 2024, and to (ii) introduce an additional extension option, giving the Issuer the right to extend the tenure of the Bonds for another 3 months (hereinafter referred to as the “**Second Extension Option**”). If the Second Extension Option is utilized the new final maturity date will be 27 January 2025.

As consideration for the Bondholders agreeing to prolong the tenure of the Bonds for another 3 months and to introduce the Second Extension Option, the Issuer is offering a redemption premium to the Bondholders, so that (i) all redemptions of the Bonds date falling after the Original Maturity Date but before or on the 27 October 2024 shall be made at an amount equal to 101.00 per cent of the Nominal Amount together with any accrued but unpaid Interest, and (ii) subject to the Issuer’s Second Extension Option, all redemptions of the Bonds falling within the period of the Second Extension Option shall be made at an amount equal to 102.00 per cent of the Nominal Amount together with any accrued but unpaid Interest.

It was noted that the Issuer during summer 2023 issued convertible bonds to certain individuals and entities, with an original maturity date on 20 December 2024 (the “**Convertible**”), which are subordinated to any claims of the holders of the Bonds, thus constituting a *Subordinated Loan* under the Terms and Conditions. As a consequence of the Second Extension Option, the Issuer intends to extend the Convertible so that the maturity date of the Convertible expires after 27 January 2025. The Issuer will, to the best of its ability, obtain the consent from individuals and entities representing at least 90 per cent. of the outstanding amount under the Convertible to such amendment and thereafter file the relevant registration form(s) etc. with the Swedish Companies Registration Office, at least twenty (20) Business Days prior to 27 October 2024 (i.e. the new original Final Maturity Date).

Interest Payments (Deferred Interest)

It is proposed that the current Interest payment structure is changed so that payment and capitalisation of Interest (which shall be made quarterly following the First Interest Payment Date (as defined below)) shall be made as follows:

- a. Interest accrued from the Issue Date to, and including, the date falling 12 months after the Issue Date, i.e. 27 July 2024 (the “**First Interest Payment Date**”), shall be capitalised on the First Interest Payment Date (and thereafter carry Interest) (the “**Deferred Interest 1**”) and payment of the Deferred Interest 1 shall be deferred until the last Interest Payment Date; and
- b. subject to the Issuer’s Second Extension Option, Interest accrued (including, for the avoidance of doubt, Deferred Interest 1) from, and excluding, the First Interest Payment Date to, and including, 27 October 2024 (the “**Second Interest Payment Date**”), shall be capitalised on the Second Interest Payment Date (and thereafter carry Interest) (the “**Deferred Interest 2**”) and payment of the Deferred Interest 2 shall be deferred until the last Interest Payment Date.

Voluntary Partial Redemption of the Bonds

It is proposed that the Issuer is given the right to partially redeem the Bonds on one occasion before the new final maturity date (as extended), in a minimum aggregate amount of not less than the then 25 per cent. of the outstanding volume.

Revised definition of Permitted Security

The Issuer's subsidiary Recap Green Bond I AB (publ) has, pursuant to item (c) under the definition of *Permitted Debt*, incurred debt of SEK 45,000,000 and EUR 5,200,000 by way of a bond issue made December 2022 (the "**Recap Green Bond Issue**"). The Issuer provided a parent guarantee in favour of Recap Green Bond I AB and its subsidiaries, in the amount of EUR 500,000, under the Recap Green Bond Issue (the "**Parent Guarantee**"). The Parent Guarantee should have been included in the Terms and Conditions already when the Bonds were issued but this was missed out by the relevant parties. Therefore, for the sake of good order and to rectify this mistake, it is now proposed that the Parent Guarantee from the Issuer in favour of Recap Green Bond I AB and its subsidiaries shall be added to item (b) under the definition of *Permitted Security* in the Terms and Conditions.

With reference to the paragraph above, the Issuer kindly asks the Agent, to on behalf of the Bondholders, waive any right to take any action with respect to the Issuer's non-compliance with the Terms and Conditions as regards the Parent Guarantee.

In addition to the above, the Issuer is proposing that the Bondholders kindly agree to:

1. to authorize the Agent to (on behalf of the Bondholders) take all such steps as may be deemed necessary or desirable to implement the proposals and/or to achieve its purpose, to execute and enter into any documents that may be necessary in connection with the Proposal including any consequential amendments to the Terms and Conditions, under the strict acknowledgment that the Agent will not be held liable by the Bondholders for the exercise by the Agent of any of its rights and powers given to it under this paragraph.
2. to acknowledge the limitation of liability set out in above under the heading "LIMITATION OF LIABILITY OF THE AGENT".

The requests for approvals, consents and waiver set out in this paragraph 2 above are jointly referred to as the "**Proposal**".

B. Decision procedure

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

Once a requisite majority of consents of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure have been received by the Agent, the relevant decision shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

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

Minutes from the Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

IF THE PROPOSAL IS APPROVED BY THE WRITTEN PROCEDURE IT WILL BE BINDING ON ALL BONDHOLDERS WHETHER THEY PARTICIPATED IN THE WRITTEN PROCEDURE OR VOTED AGAINST THE PROPOSAL OR NOT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS.

Voting rights

Anyone who wishes to participate in the Written Procedure must on the Record Date:

- (i) be registered on the Securities Account as a direct registered owner (*direktregistrerad ägare*); or



(ii) be registered on the Securities Account as authorised nominee (*förvaltare*),

with respect to one or several Bonds.

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

1. You can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you.

2. You can obtain a power of attorney or other authorisation from the authorised nominee or other intermediary and send in your own voting form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the Securities Account, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the Securities Account as authorised nominee or direct registered owner.

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

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate.

Bonds owned by the Issuer, any other Group Company or an Affiliate do not entitle the holders to any voting rights and are not included in the Adjusted Nominal Amount.

Quorum

Pursuant to Clause 16.4.5 of the Terms and Conditions, a quorum in respect of the Written Procedure will only exist if a Bondholder (or Bondholders) representing **at least fifty (50) per cent** of the Adjusted Nominal Amount reply to the Proposal.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. At the option of each Bondholder, a voting form provided at or before 12.00 (CEST) on **4 July 2024** in respect of the Written Procedure shall also remain valid for any such second Written Procedure.

Majority

Pursuant to Clause 16.4.2 (f) of the Terms and Conditions, **at least sixty-six and two thirds (66 2/3) per cent.** of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure must consent to the Proposal in order for it to be approved.

Final date to vote in the Written Procedure

The Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than by **12.00 (CEST) on 4 July 2024**. Votes received thereafter will be disregarded.

Address for sending replies:

By regular mail:

Intertrust (Sweden) AB

Attn: Wilma Björn, P.O. Box 16285, 103 25 Stockholm

By courier:

Intertrust (Sweden) AB



Attn: Wilma Björn, Sveavägen 9, 10th floor, 111 57 Stockholm

By e-mail:
trustee@intertrustgroup.com

VOTING FORM

For the Written Procedure initiated on 14 June 2024 for the Secured Fixed Rate Bonds 2023/2024 with ISIN: EUR BONDS: SE0020552800 and SEK BONDS: SE0020552792 (the "Bonds") issued by Recap Energy AB (publ), Swedish reg. no. 556919-6503 (the "Issuer"), under the terms and conditions dated 27 July 2023.

The Issuer requests the Bondholders to approve the Proposal set out in the notice for the Written Procedure. The Agent is hereby empowered to enter into all necessary documentation required to implement the Proposal, in the event the Proposal is approved.

Reply

Name of person/entity voting: _____

Nominal Amount voted for: _____

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

A) Approve

B) Reject

C) Refrain from voting

with respect to the Proposal.

The undersigned hereby confirms (put a cross in the appropriate box) that this voting form shall constitute a vote also for a second Written Procedure (if any) pursuant to clause 16.4.7 of the Terms and Conditions with respect to the Proposal:

Confirmed

Not confirmed

Signature

Name in print:

Contact information

Email:

Tel:

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

POWER OF ATTORNEY/AUTHORISATION¹

For the Written Procedure initiated on 14 June 2024 for the Secured Fixed Rate Bonds 2023/2024 with ISIN: EUR BONDS: SE0020552800 and SEK BONDS: SE0020552792 (the "Bonds") issued by Recap Energy AB (publ), Swedish reg. no. 556919-6503 (the "Issuer"), under the terms and conditions dated 27 July 2023.

Authorized Person²: _____

Nominal Amount³: _____

Grantor of authority⁴: _____

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

We represent an aggregate Nominal Amount of⁵: _____

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

Registered as authorized nominee on a Securities Account

Registered as direct registered owner on a Securities Account

Other intermediary and hold the Bonds through⁶ _____

Date:

Signature

¹ Use this form to confirm a person's/entity's authority to vote if the person/entity is not registered as a direct registered owner or authorized nominee.

² Insert the name of the person/entity that should be authorized to vote.

³ Insert the aggregate nominal amount the Authorized Person should be able to vote for.

⁴ Insert the name of entity/person confirming the authority.

⁵ The total Nominal Amount the undersigned represents.

⁶ Mark this option if the undersigned is not registered as authorized nominee or direct registered owner in the Securities Account kept by Euroclear Sweden. Please insert the name of the firm the undersigned holds the Notes through.

For further questions please see below.

To the Issuer:

Recap Energy AB (publ), marco.berggren@recap.se, +46 70 726 74 55

To the Agent:

Intertrust (Sweden) AB, trustee@intertrustgroup.com, +46 8 402 72 00

Stockholm on 14 June 2024

Intertrust (Sweden) AB

as Agent



TERMS AND CONDITIONS

for

Recap Energy AB (publ)

SECURED FIXED RATE BONDS

SEK BONDS – ISIN: SE0020552792

EUR BONDS – ISIN: SE0020552800

~~Dated~~ Originally dated 27 July 2023 as amended and restated on [date] 2024

Other than the registration of the Bonds under Swedish law, 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 this document or any other material relating to the Issuer or the Bonds in any jurisdiction, where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.

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

“**Accounting Principles**” means generally accepted accounting practices and principles in the country in which the Issuer or a relevant Group Company is incorporated including, if applicable, International Financial Reporting Standards (IFRS) and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof), in force from time to time.

“**Additional Amounts**” has the meaning set forth in Clause 8.2.1.

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

“**Advance Purchase Agreements**” means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services in the normal course of business with credit periods which are not longer than 90 days after the supply of assets or services, or (b) any other trade credit incurred in the ordinary course of business when payment is due no more than 90 days of the date of trade.

“**Affiliate**” means any 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.

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

“**Agent**” means Intertrust (Sweden) AB, Swedish reg. no. 556625-5476, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Arranger**” means SIP Nordic Fondkommission AB, reg. no. 556708-6649, Kungsgatan 27, 111 56 Stockholm, Sweden.

“**Battery Entity Exit Event**” means (i) the acquisition or reverse acquisition by the Issuer’s subsidiary, ReCap Energy Storage AB, reg. no. 559047-2246, of an entity listed on First North Growth Market or any other multilateral trading facility, and leading to the shareholder(s) of ReCap Energy Storage AB holding a majority of the shares in the publicly traded entity; (ii) an initial public offering of the shares in ReCap Energy

Storage AB on any regulated market, or other recognised marketplace for organised and public trading of securities, anywhere in the world; and/or (iii) a sale of all, or substantially all, shares and/or assets in ReCap Energy Storage AB.

“**Bond**” means a SEK Bond and/or a EUR Bond issued on the Issue Date.

“**Bondholder**” 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.

“**Bondholders’ Committee**” means a committee of natural persons appointed by the Bondholders to represent their interests in relation to the Bonds by a decision in accordance with Clause 16.4.3.

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clauses 16.1 (*Request for a decision*), 16.2 (*Convening of Bondholders’ Meeting*) and 16.4 (*Majority, quorum and other provisions*).

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

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday and on which day the Swedish CSD settlement system is open and banks in Sweden are open for general banking business and which, in relation to any date for payment or purchase of EUR, is a TARGET Day. 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.

“**Call Option Amount**” means the amount set out in Clause 10.4.1 (*Voluntary Redemption* (call option)), as applicable.

“**Change of Control Event**” means the occurrence of an event or series of events whereby any Person or Persons acting in concert (where “**acting in concert**” means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate control of the Issuer), directly or indirectly, (a) gains control over more than 50 % of the shares or votes of the Issuer, or (b) obtains 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.

“**CSD**” means the Issuer's central securities depository and registrar in respect of the Bonds Euroclear Sweden AB, reg. no. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

“**CSD Regulations**” means the CSD's rules and regulations applicable to the Issuer, the Agent and the Bonds from time to time.

“**Escrow Accounts**” means a SEK bank account and a EUR bank account opened by the Arranger with a reputable bank, on which (i) the Net Proceeds will be held by the Arranger until the conditions in Clause 4.3 (*Conditions precedent to disbursement*) have been fulfilled.

“**EUR Bonds**” means the debt instruments for the Nominal Amount, denominated in EUR and which are governed by and issued under these Terms and Conditions, with ISIN SE0020552800.

“**Euro**” or “**EUR**” means the single currency of the participating member states of the European Union in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“**Event of Default**” means an event or circumstance specified in Clause 14.1.

“**Equity Contribution**” means the Issuer’s unconditional shareholders’ contribution to Recap Energy Storage AB to be applied by that company for investments in battery storage projects and for general corporate purposes.

~~“**Extension Option**” shall have the meaning set out in Clause 10.1.2 (Redemption and repurchase of the Bonds).~~

“**Final Maturity Date**” means, subject to the Issuer’s [Second](#) Extension Option, the date falling ~~nine (9)~~[fifteen \(15\)](#) months after the Issue Date or, to the extent such day is not a Business Day, the first following Business Day.

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

“**Finance Leases**” means any finance leases, to the extent the arrangement is or would have been treated as a finance or a capital 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), and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles as applicable on the Issue Date shall not, regardless of any subsequent changes or amendments of the Accounting Principles, be considered as a finance lease.

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

- (a) monies borrowed or raised, including bank financing and Market Loans;
- (b) the amount of any liability in respect of any Finance Leases;
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as borrowing under the applicable Accounting Principles;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);

- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above paragraphs (a)-(f).

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

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

“**Group**” means the Issuer and all of its Subsidiaries from time to time.

“**Group Company**” means each of the Issuer and each of its Subsidiaries.

“**Initial Exchange Ratio**” ~~is~~ means the SEK/EUR exchange rate (average of purchase and sales rates) quoted on the Swedish Central Bank’s website at 12:00 Swedish time on the Issue Date

“**Insolvent**” means, in respect of a relevant person, that it is deemed to be insolvent in each case, within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), admits inability to pay its debts as they fall due, suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with its creditors (except for Bondholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (Sw. *lag (2022:964) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“**Interest**” means the interest on the Bonds calculated in accordance with Clauses 9.1.1 to 9.1.3.

“**Interest Payment Date**” means the earlier to occur of (i) the date on which the Bonds are redeemed in full and (ii) the Final Maturity Date (whether extended or not).

“**Interest Period**” ~~on the Bonds will accrue~~ means (i) in respect of the first Interest Period, the period from, but excluding, the Issue Date to, and including, the Interest Payment Date 27 July 2024, (ii) in respect of the second Interest Period, the period from, but excluding, 27 July 2024 to, and including, 27 October 2024, and (iii) in respect of the third Interest Period (if any), the period from, but excluding, 27 October 2024 to, and including, 27 January 2025 (or a shorter period if relevant).

“**Interest Rate**” means a fixed rate of 15 % per annum.

“**ISIN**” means International Securities Identification Number – the identification number of the Bonds.

“**Issue Date**” means 27 July 2023.

“**Issuer**” means Recap Energy AB (publ), a public limited liability company incorporated in Sweden with reg. no 556919-6503.

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

“Material Adverse Effect” means a material adverse effect on (a) the business, financial condition or operations of any Group Company, (b) the Group Companies' ability to perform and comply with the Finance Documents, including their payment obligations thereunder, or (c) the validity or enforceability of the Finance Documents.

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

“Net Proceeds” means the proceeds from the issue of the Bonds after deduction has been made for the Transaction Costs.

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

“Original Maturity Date” means 27 July 2024.

“Paying Agent” means Eminova Fondkommission AB, reg. no. 556889-7887 or any other legal entity appointed by the Issuer to act as its paying agent and issuing agent with respect to the Bonds in the CSD.

“Permitted Debt” means any Financial Indebtedness:

- (a) incurred by the Issuer under the Bonds;
- (b) constituting Subordinated Loans in the Issuer;
- (c) incurred by Recap Green Bond I AB (publ), reg. no. 559380-7430, under the SEK 45,000,000 and EUR 5,200,000 bonds issued by Recap Green Bond I AB (publ);
- (d) incurred by Recap Iberica under the EUR 4,400,000 senior facility agreement dated 11 November 2022 and entered into by, among others, Recap Iberica Finance and Bankinter, S.A., Spanish CIF no. A-28/157360;
- (e) incurred by ReCap Battery I AB, reg. no. 559385-2733, under the SEK 150,000,000 loan facility agreement dated 6 October 2022 and entered into by ReCap Energy Storage AB, ReCap Battery I AB and Scandinavian Credit Fund I AB (publ), reg. no. 559008-0627;
- (f) incurred by ReCap Battery II AB, reg. no. 559385-2758, under the SEK 150,000,000 loan facility agreement dated 23 November 2022 and entered into by ReCap Energy Storage AB, ReCap Battery II AB and Scandinavian Credit Fund I AB (publ), reg. no. 559008-0627;
- (g) commonly entered into as part of the Group Companies' daily business (e.g. leasing arrangements or similar), provided that the total outstanding amount does not exceed EUR 100,000 at any given time;

- (h) incurred in the ordinary course of business under Advance Purchase Agreements;
- (i) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds;
- (j) incurred by the Issuer under a EUR 170,000, and SEK 400,000, loan dated 21 June 2023 and entered into by the Issuer and ReCap Solar Mallorca AB, reg.no 559268-5415; and
- (k) incurred by the Issuer under a SEK 4,100,000, loan dated 29 September 2021, and entered into by the Issuer and Manton Investment AB, reg.no 556856-3588; and
- (l) incurred by ReCap Solar Fund II AB (reg. no 559180-9305), ReCap Solar Fund III AB (reg. no 559254-6195) and ReCap Solar Fund VI AB (reg. no 559317-0714) under EUR 2,286,000 loans entered into with GoParity.

“Permitted Security” means any guarantee or Security:

- (a) provided under the Finance Documents;
- (b) provided on the date hereof by [\(i\) Recap Green Bond I AB to the bondholders](#), [and \(ii\) by the Issuer to Recap Green Bond I AB and its subsidiaries, in the amount of EUR 500,000](#), under the bonds referred to in paragraph (c) of the definition of Permitted Debt;
- (c) provided on the date hereof by Recap Iberica to Bankinter, S.A. under the senior facility agreement referred to in paragraph (d) of the definition of Permitted Debt;
- (d) provided on the date hereof by ReCap Energy Storage AB and ReCap Battery I AB under the loan facility agreement referred to in paragraph (e) of the definition of Permitted Debt;
- (e) provided on the date hereof by ReCap Energy Storage AB and ReCap Battery II AB under the loan facility agreement referred to in paragraph (f) of the definition of Permitted Debt;
- (f) provided on the date hereof by ReCap Solar Fund II AB (reg. no 559180-9305), ReCap Solar Fund III AB (reg. no 559254-6195) and ReCap Solar Fund VI AB (reg. no 559317-0714) under the loans referred to in paragraph (l) of the definition of Permitted Debt;
- (g) arising by operation of law or in the ordinary course of business (including 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);
- (h) provided in the form of a pledge over an escrow account to which the proceeds from a refinancing of the Bonds in full are intended to be received; and

- (i) any Security created for the benefit of the financing providers in relation to a refinancing of the Bonds in full, however provided always that any perfection requirements in relation thereto are satisfied after repayment of the Bonds in full (other than with respect to an escrow account (if applicable) which may be perfected in connection with the incurrence of such debt),

provided that no assets subject to Transaction Security may be granted as security to any third party.

[“Deferred Interest 1” has the meaning set forth in Clause 9.1.2\(a\).](#)

[“Deferred Interest 2” has the meaning set forth in Clause 9.1.2\(b\)](#)

“Record Date” means, in relation to any payments pursuant to these Terms and Conditions, the date designated as the Record Date in accordance with the CSD Regulations from time to time.

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

[“Redemption Premium” means an amount per Bond equal to \(i\) 101 per cent. of the Nominal Amount, together with any accrued but unpaid Interest, if redeemed on any date falling after the Original Maturity Date but on or before the Final Maturity Date, or \(ii\) subject to the Issuer’s Second Extension Option, 102 per cent. of the Nominal Amount, together with any accrued but unpaid Interest, if redeemed on any date falling after the Second Extension Option Date but before or on the Final Maturity Date \(as extended by way of the Second Extension Option\).](#)

“Recap Iberica” means Recap Iberica Finance S.L.U, Spanish reg. no B-76754324.

“Regulated Market” means any regulated market as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended.

[“Second Extension Option” shall have the meaning set out in Clause 10.1.1.](#)

[“Second Extension Option Date” means, subject to the Issuer’s Second Extension Option, the date falling 15 months after the Issue Date, i.e. 27 October 2024.](#)

“Secured Obligations” means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents.

“Secured Parties” means the Bondholders and the Security Agent (including in its capacity as Agent and Security Agent under the Agency Agreement).

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

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

"Security Agent" means Intertrust (Sweden) AB, Swedish reg. no. 556625-5476, or another party replacing it, as Security Agent, in accordance with these Terms and Conditions, which acts on behalf of the Secured Parties and holds the Transaction Security on behalf of the Secured Parties.

"Security Documents" means the security documents creating the following security subject to the terms of these Terms and Conditions:

- (a) a Swedish law governed first-priority pledge over all (current and future) shares issued by Recap Solar AB (the **"Share Pledge"**), Swedish reg. no. 559104-5538 (**"Recap Solar"**);
- (b) a Swedish law governed first-priority security agreement over floating charge certificates (Sw. *företagsinteckningsbrev*) in an amount of SEK 100,000,000 within 100,000,000 of the Issuer (the **"Floating Charge Pledge"**); and
- (c) any other document designated by the Issuer and the Agent as a Security Document.

"SEK Bonds" means the debt instruments for the Nominal Amount, denominated in SEK and which are governed by and issued under these Terms and Conditions, with ISIN SE0020552792.

"Special Mandatory Redemption" has the meaning set forth in Clause 4.4.1.

"SPV" means any Subsidiary that is an operating company, which owns a solar power or battery storage asset or project.

"Strategic Transaction Event" means the disposal of all or substantially all of the shares and/or assets of Recap Solar AB and/or Recap Energy Storage AB.

"Subordinated Loans" means any loan made to the Issuer as debtor, if such loan:

- (a) according to its terms is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date;
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Maturity Date; and
- (d) otherwise is made on terms and conditions satisfactory to the Agent.

"Subsidiary" means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), a company over which another person directly or indirectly, in respect of which such person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners; or

- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

“**Swedish Financial Instruments Trading Act**” means the Swedish Financial Instruments Trading Act (Sw. *lag (1991:980) om handel med finansiella instrument*).

“**Swedish Kronor**” or “**SEK**” means the lawful currency of Sweden.

“**Total Nominal Amount**” means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

“**Transaction Costs**” means all arrangement and legal fees, costs and expenses, stamp duties, registration and other taxes incurred by the Issuer, the Arranger, the Agent and the Security Agent in connection with a Bond Issue and the Transaction Security.

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

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clauses 16.1 (*Request for a decision*), 16.3 (*Instigation of Written Procedure*) and 16.4 (*Majority, quorum and other provisions*).

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 provision of “**law**” is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (d) a “**regulation**” includes any regulation, rule or official directive, request or guideline by any official body;
- (e) a “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality; and
- (f) a time of day is a reference to Stockholm time.

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

- 1.2.3 Subject to Clause 1.2.4 below, when ascertaining whether a limit or threshold specified in EUR or 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 EUR or SEK (as applicable) for the previous Business Day, as published by the European Central Bank or the Swedish Central Bank (as applicable) on its website. If no such rate is available, the most recently published rate shall be used instead.
- 1.2.4 Notwithstanding Clause 1.2.3 above, at a Bondholders' Meeting or by way of a Written Procedure, the calculations of whether a quorum exists and if the relevant consent has been obtained pursuant to Clause 16 (Decisions by Bondholders), shall be made in SEK. Each Bond shall always entitle to one vote at a Bondholders' Meeting or by way of a Written Procedure. The value of the vote of each SEK Bond shall be the Nominal Amount of the EUR Bond converted into SEK at the Initial Exchange Ratio and the value of the vote of each SEK Bond shall be the Nominal Amount of the SEK Bond. For the avoidance of doubt, the Adjusted Nominal Amount shall at all times be calculated based on the Initial Exchange Ratio.
- 1.2.5 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.
- 1.2.6 No delay or omission of the Agent or the Security Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2. STATUS OF THE BONDS

- 2.1 The SEK Bonds are denominated in SEK and the EUR Bonds are denominated in EUR 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.
- 2.2 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds, each subsequent Bondholder confirms such agreement.
- 2.3 The nominal amount of each SEK Bond is initially SEK 10,000 and of each EUR Bond is initially EUR 1,000 (the "**Nominal Amount**"). The maximum Total Nominal Amount of the Bonds as at the Issue Date is 94,220,000 in SEK and 500,000 in EUR. All Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount, provided that Bonds may also be sold at a price below par to any larger investors in the Bond Issue, subject to agreement between the Issuer and the Arranger.
- 2.4 The minimum permissible investment amount upon issuance of the Bonds is EUR 100,000 and SEK 1,250,000 (or at least the SEK equivalent of EUR 100,000), respectively.

- 2.5 The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) *pari passu* and without any preference among them and (ii) at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by bankruptcy, insolvency, liquidation or other similar laws of general application.
- 2.6 The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- 2.7 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, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.
- 2.8 The CSD, initially being Euroclear Sweden AB, shall perform its obligations as CSD in accordance with the rules and regulations for issuers and issuing agents as regularly applied to it in relation to Swedish bond offerings.

3. USE OF PROCEEDS

- 3.1 The Net Proceeds from the Bond Issue shall be on-lent to the relevant Subsidiary where the relevant cost arises (as applicable) and be used in the following order:
- (a) to refinance the existing debt of the Issuer of up to SEK 4,000,000 under its overdraft facility agreement with Svenska Handelsbanken AB (publ);
 - (b) up to SEK 15,000,000 to be applied for general corporate purposes of the Issuer except for repayment of any existing indebtedness of the Issuer other than as referred to in (b) above; and
 - (c) to make the Equity Contribution.

4. CONDITIONS PRECEDENT

4.1 Conditions precedent to the Issue Date

- 4.1.1 The Issuer shall provide to the Agent, no later than 15.00 p.m. one (1) Business Day prior to the Issue Date (or such later time as agreed by the Agent), each document and other evidence listed in Part I (Conditions precedent to the Issue Date) of Schedule 1 (Conditions Precedent) in the form and substance satisfactory to the Agent.
- 4.1.2 The Agent shall confirm to the Paying Agent when it is satisfied that the conditions in Clause 4.1.1 have been fulfilled (or amended or waived in accordance with Clause 18 (Amendments and waivers)). The Issue Date shall not occur (i) unless the Agent makes such confirmation to the Paying Agent no later than 9.00 a.m. on the Issue Date (or later, if the Paying Agent so agrees), or (ii) if the Paying Agent, the Issuer and the CSD agree to postpone the Issue Date.

4.2 The Escrow Accounts

- 4.2.1 The Net Proceeds of the offering of the Bonds shall be paid by the Paying Agent into the Escrow Account.
- 4.2.2 The Net Proceeds from the Bond Issue shall be held by the Arranger on the Escrow Accounts and shall be released when the conditions precedent for disbursement pursuant to Clause 4.3.1 below have been fulfilled.

4.3 Conditions precedent to disbursement

- 4.3.1 The Agent's approval of the disbursement from the Escrow Accounts, as regards the Net Proceeds from the Bond Issue, is subject to the Issuer providing the Agent with each document and other evidence listed in Part II (*Conditions precedent to disbursement*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably), and that the actions listed therein have been taken or will occur on the disbursement date.
- 4.3.2 The Agent, acting in its reasonable discretion, may waive the deadline or the requirements for documentation set out in Clause 4.3.1, or decide in its discretion that the delivery of certain documents as set out in Clause 4.3.1 shall be made subject to an agreed closing procedure between the Agent and the Issuer. The Agent shall confirm to the Arranger when the conditions precedent in Clause 4.3.1 have been satisfied.

4.4 Escrow of Proceeds

- 4.4.1 If the conditions precedent for disbursement pursuant Clause 4.3.1 have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the Issue Date, the Issuer shall repurchase all Bonds at a price equal to 100 per cent. of the Total Nominal Amount together with any accrued but unpaid Interest, that would follow from an application of Clause 10.4.1 (a "**Special Mandatory Redemption**") The funds on the Escrow Account shall in such case be applied to redeem the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer. The repurchase date shall fall no later than thirty (30) Business Days after the ending of the sixty (60) Business Days period referred to above.
- 4.4.2 A Special Mandatory Redemption shall be made by the Issuer giving notice to the Bondholders and the Agent promptly following the date when the Special Mandatory Redemption is triggered pursuant to Clause 4.4.1. The Issuer is bound to redeem the Bonds in full at the applicable amount on a date specified in the notice from the Issuer, such date to fall no later than ten (10) Business Days after the effective date of the notice.

4.5 Role of the Agent

The Agent may assume that the documentation delivered to it pursuant to Clause 4.3.1 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to (i) verify the contents of any such documentation or (ii) review such documentation from a legal or commercial perspective of the Bondholders.

5. BONDS IN BOOK-ENTRY FORM

- 5.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the SEK Bonds and the EUR Bonds will be registered in accordance with the Financial Instruments Accounts Act and the CSD Regulations. Registration requests relating to the Bonds shall be directed to an Account Operator.
- 5.2 The Issuer shall at all times ensure that the registration of the Bonds in the CSD is correct.
- 5.3 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.
- 5.4 The Agent shall, in order to carry out its functions and obligations under these Terms and Conditions, have access to the securities depository registered with the CSD for the purposes of reviewing ownership of Bonds registered in the securities depository. At the request of the Agent, the Issuer shall promptly obtain such information from the debt register (Sw. *skuldbok*) and/or securities depository kept by the CSD in respect of the Bonds and provide it to the Agent.
- 5.5 The Agent may use the information referred to in Clause 5.4 only for the purposes of carrying out its duties and exercising its rights in accordance with the Finance Documents and shall not disclose such information to the Issuer, any Bondholder or third party unless necessary for such purposes.

6. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 6.1 If a beneficial owner of a Bond who is not registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bond, acceptable to the Agent.
- 6.2 If any person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Bondholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Bondholder and authorising such person.
- 6.3 A Bondholder (whether registered as such or proven to the Agent's satisfaction to be the beneficial owner of the Bond as set out in Clause 6.1) may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned 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 Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.

- 6.4 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 6.3 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 6.5 The Bondholders may in accordance with Clause 16.4.3 appoint a Bondholders' Committee to represent their interests in relation to the Bonds and in accordance with Clause 16.4.4 delegate powers to such Bondholders' Committee. The Bondholders' Committee represents all Bondholders and exercises such delegated powers on behalf of all Bondholders.
- 6.6 The Bondholders' Committee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it or any member thereof under or in connection with any Finance Document, unless directly caused by a breach of the powers delegated to it or by gross negligence or wilful misconduct.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Issuer makes the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each Group Company to the Agent (on behalf of the Bondholders) on the date of disbursement of Net Proceeds pursuant to Clause 4.3 (*Conditions precedent for disbursement*), with reference to the facts and circumstances then existing.
- 7.2 All information which has been presented to the Agent or the Bondholders in relation to the Bonds is, to the best knowledge of the Issuer, having taken all reasonable measures to ensure the same:
- (a) true and accurate in all material respects as at the date the relevant information is expressed to be given; and
 - (b) does not omit any material information likely to affect the accuracy of the information as regards the evaluation of the Bonds in any material respects unless subsequently disclosed to the Agent in writing or otherwise made publicly known.
- 7.3 No Event of Default exists or is likely to result from the issuance of the Bonds or the entry into, the performance of, or any transaction contemplated by, these Terms and Conditions or the other Finance Documents.
- 7.4 The entry into the Security Documents and the granting of the Transaction Security do not and will not conflict with:
- (a) any law or regulation applicable to the Issuer;
 - (b) the Issuer's constitutional documents; or
 - (c) any agreement or instrument binding upon the Issuer.

8. PAYMENTS IN RESPECT OF THE BONDS

8.1 Payment obligations and currency

- 8.1.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bonds requested by a Bondholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Bondholder on a Securities Account on the Record Date immediately preceding the Interest Payment Date or other relevant payment date, by way of (if no specific order is made by the Agent) crediting the relevant amount to the bank account nominated by such Bondholder in connection with its Securities Account in the CSD.
- 8.1.2 With respect to SEK Bonds and EUR Bonds, if a Bondholder has registered, through an Account Operator, that principal and interest shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. If an income account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Bondholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Bondholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 8.1.3 Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Terms and Conditions will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its Securities Account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- 8.1.4 All amounts payable under the Finance Documents shall be payable in the relevant denomination of the Bonds as set out in Clause 2.1 above. If, however, the denomination differs from the currency of the bank account connected to the Bondholder's Securities Account in the CSD, any cash settlement may be exchanged and credited to this bank account in accordance with the procedures of the CSD.
- 8.1.5 If the Interest Payment Date or other relevant date for payments to the Bondholders pursuant to the Finance Documents falls on a day on which the CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary have been set out for such payment in the relevant Finance Document.
- 8.1.6 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 9.2 during such postponement.
- 8.1.7 If payment or repayment is made in accordance with this Clause 8.1 (Payment obligations and currency), the Issuer shall be deemed to have fulfilled its obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.

8.1.8 Any payment which shall be made under these Terms and Conditions shall be made in accordance with the Business Day Convention.

8.1.9 Notwithstanding anything to the contrary in these Terms and Conditions, the Bonds shall be subject to, and any payments made in relation thereto shall be made in accordance with, the rules and procedures of the CSD.

8.2 Taxation

8.2.1 All amounts payable by the Issuer to the Bondholders shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Sweden or any authority thereof or therein unless such withholding or deduction is required by regulation or the interpretation or application of such regulation. If such withholding or deduction is required, the Issuer will at the request of the relevant Bondholder pay such additional amounts (the "**Additional Amounts**") as are necessary in order that the net amount received by the relevant Bondholder, after such withholding or deduction, shall be equal to the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction.

8.2.2 Notwithstanding Clause 8.2.1, no Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by reason of any relevant person having, or having had, some connection with Sweden other than the mere holding of the Bond(s);
- (b) would not be payable if a relevant person made a declaration of non-residence or similar claim for exemption to the relevant tax authority;
- (c) would not be payable if a relevant person could claim an exemption under a tax treaty;
- (d) are withheld or deducted pursuant to any European Union Directive or Regulation concerning the taxation of interest income or any regulation implementing or complying with such Directive or Regulation; or
- (e) gives rise to a tax credit that may be effectively used by a relevant person.

8.2.3 Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

9. INTEREST

9.1 Interest Rate, payment of Interest and calculation of Interest

9.1.1 Each Bond carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.

9.1.2 Interest accrues during the Interest ~~Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on the Interest Payment Date with respect to the Interest Period, i.e. in connection with the redemption of the Bonds in full on the relevant Redemption Date.~~Periods. Payment and capitalisation of Interest (which shall be made quarterly following the end of the first Interest Period) shall be made as follows:

(a) Interest accrued from the first Interest Period shall be capitalised on 27 July 2024 (and thereafter carry Interest) (the “Deferred Interest 1”) and payment of the Deferred Interest 1 shall be deferred until the Interest Payment Date; and

(b) subject to the Issuer’s Second Extension Option, Interest accrued (including, for the avoidance of doubt, Deferred Interest 1) from the second Interest Period shall be capitalised on 27 October 2024 (and thereafter carry Interest) (the “Deferred Interest 2”) and payment of the Deferred Interest 2 shall be deferred until the Interest Payment Date.

9.1.3 Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

9.2 Default Interest

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 five (5) 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 ordinary Interest Rate shall apply instead.

10. REDEMPTION AND REPURCHASE OF THE BONDS

10.1 ~~Redemption~~Second Extension Option and redemption at maturity ~~and extension~~

~~10.1.1 — The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest.~~

10.1.1 ~~10.1.2~~The Issuer has the right to extend the original Final Maturity Date with three (3) months (the “Second Extension Option”), by giving notice to the Agent and Bondholders at least twenty (20) Business Days prior to the original Final Maturity Date provided that in each case that no Event of Default is outstanding and continuing on the date when the Issuer gives written notice.

10.1.2 The Issuer shall redeem all, and not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to the Redemption Premium, as applicable considering when redemption of the outstanding Bonds occurs. If the Final Maturity Date (whether extended or not) is not a Business Day, then redemption shall occur on the first following Business Day.

10.2 Purchase of Bonds by the Issuer

The Issuer may, subject to applicable law, at any time and at any price purchase Bonds on the market or in any other way, subject to disenfranchisement of voting rights. Bonds held by the Issuer may at the Issuer's discretion be retained, sold or cancelled by the Issuer.

10.3 Restrictions on transfer on Bonds

10.3.1 Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. Neither the Issuer nor the Agent shall be responsible to ensure compliance with such laws and regulations and each Bondholder is responsible for ensuring compliance with the relevant laws and regulations at its own cost and expense.

10.3.2 A Bondholder who has purchased Bonds in breach of applicable restrictions may, notwithstanding such breach, benefit from the rights attached to the Bonds pursuant to these Terms and Conditions (including, but not limited to, voting rights), provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

10.4 Voluntary total redemption (call option)

10.4.1 The Issuer may redeem all, but not only some, of the Bonds early at any time from and including the Issue Date to, but excluding, the Final Maturity Date, at a price equal to (i) 111.25 per cent. of the Nominal Amount of the Bonds, if made on any date falling on or before the date falling nine months after the Issue Date, (ii) 100 per cent. of the Nominal Amount together with any accrued but unpaid interest, if made on any date falling nine months after the Issue Date but before or on the Final-Original Maturity Date ~~(for avoidance of doubt, as extended by way of the Extension Option)~~.

10.4.2 Redemption in accordance with Clause 10.4.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice and not more than thirty (30) Business Days' notice to the Bondholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amount on the specified Redemption Date.

10.5 Voluntary partial redemption

10.5.1 The Issuer may redeem the Bonds on one occasion before the Final Maturity Date (without carry-back or carry forward) in a minimum aggregate amount of not less than 25 per cent. of the outstanding volume.

[10.5.2](#) [Partial redemption in accordance with this Clause 10.5 shall be made by the Issuer giving not less than fifteen \(15\) Business Days' notice to the Bondholders and the Agent. Any such notice is irrevocable and, upon expiry of such notice, the Issuer is bound to redeem the Bonds in part on the date falling 15 Business Days after the notice was sent at the applicable amounts. The applicable amount shall be an even amount in SEK and EUR \(as applicable\) and paid to the Person who is registered as a Bondholder on the Record Date prior to the relevant Redemption Date.](#)

[10.6](#) ~~10.5~~ Mandatory Early Redemption due to a Battery Entity Exit Event

~~10.5.1~~ Upon the occurrence of a Battery Entity Exit Event, the Issuer shall redeem all, but not some only, of the outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount together with any accrued but unpaid ~~interest~~ [Interest](#). Mandatory Early Redemption due to a Battery Entity Exit Event shall be made by the Issuer giving irrevocable notice to the Bondholders and the Agent promptly following the date when the Battery Entity Exit Event is triggered. The Issuer shall redeem the Bonds in full at the applicable amount on a date specified the notice from the Issuer, such date to fall no later than ten (10) Business Days after the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date.

[10.7](#) ~~10.6~~ Mandatory repurchase due to a Change of Control Event or a Strategic Transaction Event (put option)

[10.7.1](#) ~~10.6.1~~ Upon the occurrence of a Change of Control Event or a Strategic Transaction Event, each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 percent. of the Nominal Amount together with accrued but unpaid Interest during a period of 30 calendar days following the notice of a Change of Control Event and/or a Strategic Transaction Event. The Put Option repayment date will be the fifth business day after the end of the 30-calendar day exercise period. For the avoidance of doubt, a Strategic Transaction Event that is also a Battery Entity Exit Event under sub-paragraph (c) of the definition of Battery Entity Exit Event shall not be treated as a put option, but as a mandatory redemption under Clause 10.5.

[10.7.2](#) ~~10.6.2~~ Each Bondholder may exercise its put option pursuant to Clause ~~10.6.1~~ [10.7.1](#) by written notice to its Account Operator, who will notify the Paying Agent of the exercise of the put option. The repurchase amount shall fall due on the Redemption Date, which will be the fifth Business Day after the end of the period referred to in Clause ~~10.6.1~~ [10.7.1](#).

[10.7.3](#) ~~10.6.3~~ The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause ~~10.6~~ [10.7](#), the Issuer may comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause ~~10.6~~ [10.7](#) by virtue of the conflict.

[10.7.4](#) ~~10.6.4~~ Any Bonds repurchased by the Issuer pursuant to this Clause ~~10.6~~ [10.7](#) may at the Issuer's discretion be retained, sold or cancelled.

[10.7.5](#) ~~10.6.5~~ The Issuer shall not be required to repurchase any Bonds pursuant to this Clause ~~10.6~~ [10.7](#), if a third party in connection with the occurrence of a Change of Control Event offers to purchase the Bonds in the manner and on the terms set out in this Clause ~~10.6~~ [10.7](#) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If Bonds tendered are not purchased within the time limits stipulated in this Clause ~~10.5~~ [10.7](#), the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.

[10.8](#) ~~10.7~~ **Early redemption due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.2 (Taxation) as a result of a change in applicable law (or in the interpretation thereof) implemented after the date of these Terms and Conditions, the Issuer will have the right to redeem all, but not only some, of the outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount, together with any accrued but unpaid ~~interest~~ [Interest](#). The Issuer shall give written notice of such redemption to the Agent and the Bondholders at least 20 Business Days prior to the relevant Redemption Date, provided that no such notice shall be given earlier than 60 days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

[10.9](#) **Redemption Premium**

For the avoidance of doubt, any redemption of the Bonds pursuant to this Clause 10 shall be made at the Redemption Premium.

11. TRANSACTION SECURITY ETC.

11.1 Granting of the Transaction Security

11.1.1 As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants, and shall procure that the relevant security providers grant, the Transaction Security to the Secured Parties as represented by the Security Agent. The Transaction Security shall be provided and perfected pursuant to, and subject to the terms of, the Security Documents. The Security Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents.

11.1.2 The Security Agent shall, on behalf of the Secured Parties, keep all certificates and other documents that are bearers of rights relating to the Transaction Security in safe custody.

- 11.1.3 Unless and until the Security Agent has received instructions from the Bondholders in accordance with Clause 16 (Decisions by Bondholders), the Security Agent shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party (in case of a third party, with simultaneously notice to the Issuer) or take any other reasonable actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.
- 11.1.4 For the purpose of exercising the rights of the Secured Parties, the Security Agent may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Bonds are made to another bank account. The Issuer shall immediately upon request by the Security Agent provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Security Agent and the CSD), that the Security Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 11.1.4.
- 11.1.5 The Security Agent shall be entitled and obliged to release all Transaction Security upon the full discharge of the Secured Obligations, in accordance with Clause 4.4.1 and in accordance with the terms of the Security Documents.
- 11.2 Release of Security in accordance with the Security Documents**
- 11.2.1 The Security Agent may at any time, acting on instructions of the Agent (acting on behalf of the Bondholders), release Transaction Security in accordance with the terms of the Security Documents.
- 11.2.2 The Security Agent shall be entitled to release all Transaction Security when it is satisfied of the full discharge of all Secured Obligations. Written confirmations or excerpts from the CSD system issued by the CSD to the Issuer and/or the Agent showing that the Bonds have been repaid in full shall be deemed sufficient evidence (in each case provided that the Agent does not have actual knowledge to the contrary).
- 11.3 Enforcement of Security**
- 11.3.1 The Security Agent may only take any action to accelerate or enforce any Transaction Security in accordance with the terms of these Terms and Conditions and the terms of Secured Documents.
- 11.3.2 Upon an enforcement of the Transaction Security, the proceeds shall be made and/or distributed in the order of priority set forth in Clause 15.1.
- 11.3.3 Any excess funds after the application of proceeds in accordance with the terms of Clause 11.3.2 above shall be paid to the Issuer.
- 11.3.4 In the event of an acceleration of the Bonds, the Issuer shall redeem all Bonds with the applicable Call Option Amount per Bond as set forth in Clause 10.4.1.

- 11.3.5 All Security and/or guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any enforcement provided that the proceeds are distributed in accordance with the principles set forth in Clause 15.

12. INFORMATION TO BONDHOLDERS

12.1 Information from the Issuer

- 12.1.1 The Issuer shall make the following information available in the English language to the Bondholders by way of publication on the website of the Issuer without being requested to do so:
- (a) as soon as the same become available, but in any event within five (5) months after the end of each financial year, 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.
- 12.1.2 The Issuer shall within two (2) months after the end of each financial quarter provide the Agent with a quarterly management comment, including relevant information on the progress of the Issuer's and its Subsidiaries' RES projects as well as unaudited consolidated financial statements of the Group and the unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet and a cash flow statement.
- 12.1.3 The Issuer shall:
- (a) immediately notify the Agent and the Bondholders upon becoming aware of (i) the occurrence of a Change of Control Event, (ii) the occurrence of a Strategic Transaction Event, (iii) the occurrence of a Battery Entity Exit Event and/or (iv) that an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing constitute an Event of Default) has occurred, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice. Such notice may be given in advance of the occurrence of any of the listed events in (i)-(iv) above, and be conditional upon the occurrence of such abovementioned event or if a definitive agreement is in place providing for such events in (i)-(iv);
 - (b) send copies of any statutory notifications of the Issuer to the Agent, including, but not limited to, in connection with mergers, de-mergers and changes of the Issuer's share capital or equity;
 - (c) as soon as practicable following an acquisition or disposal of Bonds by the Issuer, inform the Agent of the aggregate Nominal Amount held by the Issuer, or the amount of Bonds cancelled by the Issuer;
 - (d) provide the Agent with any other information requested by the Agent and required by the Swedish Financial Instruments Trading Act; and

- (e) within a reasonable time, provide such information about the Group's business, assets and financial condition as the Agent may reasonably request.

12.2 Information from the Agent and a Bondholders' Committee

- 12.2.1 Subject to the restrictions of a non-disclosure agreement entered into in accordance with Clause 12.2.2, the Agent is entitled to disclose to the Bondholders 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 Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- 12.2.2 A Bondholders' Committee may agree with the Issuer not to disclose information received from the Issuer. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the Bondholders' Committee

12.3 Information among the Bondholders

Upon request by a Bondholder, the Agent shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds. The Agent may require that the requesting Bondholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed.

12.4 Publication of Finance Documents

- 12.4.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Agent and the Issuer.
- 12.4.2 The latest versions of the Finance Documents (other than the Agency Agreement) shall be available to the Bondholders at the office of the Agent during normal business hours.

13. GENERAL UNDERTAKINGS

13.1 General

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 13 (*General Undertakings*).

13.2 Authorisations

The Issuer shall, and shall procure that its Subsidiaries will, obtain, maintain and comply with the terms of any authorisation, approval, license and consent required for the conduct of its business carried out by a Group Company, if a failure to do so would have or is reasonably likely to have a Material Adverse Effect.

13.3 Compliance with laws

The Issuer shall, and shall procure that its Subsidiaries will, comply in with all laws and regulations to which it may be subject from time to time, if a failure to do so would have or is reasonably likely to have a Material Adverse Effect.

13.4 Nature of business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on or intended to be carried on by the Group as of the Issue Date.

13.5 Mergers and de-mergers

The Issuer shall procure that neither the Issuer nor any of its Subsidiaries will enter into a merger or demerger.

13.6 Restricted payments

The Issuer shall not and shall procure that the Subsidiaries does not (i) pay any dividend in respect of its shares (unless to the Issuer or to another Group Company), (ii) repurchase any of its own shares, (iii) redeem its share capital or other restricted or unrestricted equity with repayment to shareholders (unless to the Issuer or to another Group Company), (iv) make any payments under any loans (including, for the avoidance of doubt, any interest) save for mandatory prepayments and/or scheduled payments of principal and/or interest under Permitted Debt (for the avoidance of doubt except for any payments under Subordinated Loans or under any loan made by any direct or indirect shareholder of the Issuer other than the scheduled repayment with respect to item (j), (k) and (l) under the definition of Permitted Debt with funds not directly or indirectly originating from the proceeds of the Bond Issue), (v) make any repayments on loans to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer or its shareholders or pay any interest thereon, or (vi) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer.

13.7 Financial Indebtedness

The Issuer shall not, and shall procure that neither of its Subsidiaries will, incur any additional Financial Indebtedness, other than Permitted Debt.

13.8 Disposal of assets

The Issuer shall not, and shall procure that neither of its Subsidiaries will, sell or otherwise dispose of all or substantially all of its assets or operations to any person, save for disposals permitted under the Finance Documents or any disposal of (A) all of the shares in a SPV or (B) any asset or project owned by a SPV, provided in each case that such disposal is (i) made on arm's length terms and (ii) the consideration payable in connection with such disposal amounts to at least 120 % of the latest available book value of the underlying asset or project as certified by the Issuer in a certificate delivered to the Agent at least 15 Business Days prior to the entering into of any agreement relating to such disposal.

13.9 Negative pledge

The Issuer shall not, and shall procure that neither of its Subsidiaries will, provide, prolong or renew any guarantee or security over any of its assets (present or future), provided however that the Issuer and each of its Subsidiaries has a right to provide, prolong and renew any Permitted Security.

13.10 Financial support

The Issuer shall not, and shall procure that neither of its Subsidiaries will, provide any loan or security or guarantee to or for the benefit of any party, other than any Permitted Debt and Permitted Security.

13.11 Related party transactions

The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with any person (other than Group Companies) at arm's length terms.

13.12 Insurance

The Issuer shall, and shall procure that its Subsidiaries will, keep their material assets insured to an extent which is customary for similar material assets on the relevant geographical market, with one or more reputable insurers.

13.13 Environmental compliance

The Issuer shall, and shall procure that its Subsidiaries will, comply with all applicable environmental authorisations, regulations and laws and any orders issued by any public authority.

13.14 Admission to trading

The Issuer is under no obligation to ensure that the Bonds are admitted to listing on any Regulated Market or MTF, but has the right to list the Bonds on any Regulated Market or MTF or other relevant marketplace if it so desires.

13.15 Undertakings relating to the Agency Agreement

13.15.1 The Issuer shall, in accordance with the Agency Agreement:

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

13.15.2 The Issuer, the Agent and the Security Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Bondholders if the amendment would be detrimental to the interests of the Bondholders.

13.16 CSD related undertakings

The Issuer shall keep the Bonds affiliated with the CSD and comply with all applicable CSD Regulations.

14. ACCELERATION OF THE BONDS

14.1 The Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing more than fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Bondholder on

the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Bondholders, be made by them jointly) or following an instruction given pursuant to Clause 14.5, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if any of the following events occur and is continuing:

(a) **Non-payment**

The Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:

- (i) is caused by technical or administrative error; and
- (ii) is remedied within five (5) Business Days from the due date;

(b) **Other obligations**

The Issuer or any other party (other than the Agent) does not comply with any terms of or acts in violation of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) above), unless the non-compliance:

- (i) is capable of remedy; and
- (ii) is remedied within fifteen (15) Business Days of the earlier of (i) the Issuer or the relevant party becoming aware of the non-compliance, and (ii) the Agent requesting the Issuer in writing to remedy such failure.

(c) **Illegality**

It is or becomes impossible or unlawful for the Issuer or any other Group Company to fulfil or perform any of the provisions of the Finance Documents or if the obligations of the Issuer or any other Group Company under the Finance Documents are varied (other than in accordance with the terms of the Finance Documents) or otherwise are not, or cease to be, legal, valid, binding and enforceable;

(d) **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step (other than (i) vexatious or frivolous and as disputed in good faith and discharged, stayed or dismissed within thirty (30) days of commencement, and (ii) provided that it is not subject to any Transaction Security, a solvent liquidation) is taken 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 the Issuer or any other Group Company; and
- (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the

Issuer or any other Group Company or any of its assets or any analogous procedure or step is taken in any jurisdiction.

(e) **Insolvency**

Either of the Issuer or any other Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent or a moratorium is declared in respect of the Financial Indebtedness of the Issuer;

(f) **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Issuer or any other Group Company, having an aggregate value of an amount equal to or exceeding SEK 500,000 and is not discharged within thirty (30) days;

(g) **Cross-default**

- (i) any Financial Indebtedness of the Issuer, or any other Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described),
- (ii) any commitment for any Financial Indebtedness of the Issuer, or any other Group Company is cancelled or suspended by a creditor as a result of an event of default (however described), or
- (iii) any creditor of the Issuer, or any other Group Company becomes entitled to declare any Financial Indebtedness of the Issuer or any other Group Company due and payable prior to its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur under this paragraph if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness referred to herein is less than SEK 500,000 (or its equivalent in any other currency or currencies);

(h) **Merger or demerger**

A decision is made that the Issuer or any other Group Company shall be demerged or merged if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged; or

(i) **Continuation of business**

The Issuer or any other Group Company ceases to carry on its business if such discontinuation has or is likely to have a Material Adverse Effect.

- 14.2 The Agent may not accelerate the Bonds in accordance with Clause 14.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).

- 14.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 14.4 The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Agent decides not to accelerate the Bonds, the Agent shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 14.5 If the Bondholders instruct the Agent to accelerate the Bonds in accordance with the provisions of Clause 14.1, the Agent shall, provided that the provisions of these Terms and Conditions have been complied with, promptly declare the Bonds due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 14.6 If the right to accelerate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 14.7 In the event of an acceleration of the Bonds in accordance with this Clause 14, the Issuer shall redeem all Bonds at an amount per Bond equal to ~~the redemption amount specified in Clause 10.4 (Voluntary total redemption (call option))~~(i) 100 per cent. of the Nominal Amount together with any accrued but unpaid Interest, if made on or prior to the Original Maturity Date, or (ii) equal to the Redemption Premium, if made after the Original Maturity Date, as applicable considering when the acceleration occurs.
- 14.8 The Issuer shall on demand by a Bondholders' Committee reimburse all costs and expenses reasonably incurred by it for the purpose of investigating or considering an Event of Default and the Bondholders' potential actions in relation to such Event of Default.

15. DISTRIBUTION OF PROCEEDS

15.1 All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security 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 and the Security Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Bondholders);
 - (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds, the enforcement of the Transaction Security or the protection of the Bondholders' rights as may have been incurred by the Agent or the Security Agent;
 - (iii) any costs incurred by the Agent or the Security Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 18.2.6; and
 - (iv) any costs and expenses incurred by the Agent that have not been reimbursed by the Issuer in accordance with Clause 16.4.12,

together with default interest in accordance with Clause 9.2 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
- (b) *secondly*, in or towards payment *pro rata* of any cost and expenses reasonably incurred by a Bondholders' Committee in accordance with Clause 14.8 that have not been reimbursed by the Issuer, together with default interest in accordance with Clause 9.2 on any such amount calculated from the date it was due to be reimbursed by the Issuer
- (c) *thirdly*, 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)~~;
- (d) *fourthly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
- (e) *fifthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 9.2 on delayed payments of Interest and repayments of principal under the Bonds.

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

- 15.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15.1(a), such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15.1(a).
- 15.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Bonds or that the Security Agent receives (directly or indirectly) in connection with the enforcement of the Transaction Security constitute escrow funds (*Sw. redovisningsmedel*) and must be held on a separate bank account on behalf of the Bondholders and the other interested parties. The Agent or the Security Agent, as the case may be, shall arrange for payments of such funds in accordance with this Clause 15 as soon as reasonably practicable.
- 15.4 If the Issuer or the Agent shall make any payment under this Clause 15, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least ten (10) Business Days before the payment is made. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid, the Record Date specified in Clause 8.1 shall apply.

16. DECISIONS BY BONDHOLDERS

16.1 Request for a decision

- 16.1.1 A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 16.1.2 Any request from the Issuer, the Regulated Market or MTF (if the Bonds are listed and the Regulated Market or MTF (as applicable) is entitled to do so pursuant to the general rules and regulations of the Regulated Market or MTF (as applicable)) or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' 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 Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- 16.1.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if:
- (a) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Agent that an approval will not be given; or
 - (b) the suggested decision is not in accordance with applicable laws and regulations.

- 16.1.4 The Agent shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 16.1.5 Should the Agent not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.1.3 being applicable, the Issuer, the Regulated Market, the MTF or the Bondholder(s) requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Paying Agent shall upon request provide the convening Bondholder(s) with the information available in the debt register (Sw. skuldbok) and/or securities depositary kept by the CSD in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Bondholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.
- 16.1.6 Should the Issuer want to replace the Agent and/or the Security Agent, it may (i) convene a Bondholders' Meeting in accordance with Clause 16.2 (Convening of Bondholders' Meeting) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 16.3.1. After a request from the Bondholders pursuant to Clause 18.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 16.2. The Issuer shall inform the Agent and/or the Security Agent before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Agent and/or Security Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.
- 16.1.7 Should the Issuer or any Bondholder(s) convene a Bondholders' Meeting or instigate a Written Procedure pursuant to Clause 16.1.5 or 16.1.6, then the Agent shall no later than five (5) Business Days' prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Bondholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

16.2 Convening of Bondholders' Meeting

- 16.2.1 The Agent shall convene a Bondholders' Meeting by way of notice to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 16.2.2 The notice pursuant to Clause 16.2.1 shall include:
- (a) time for the meeting;
 - (b) place for the meeting;
 - (c) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;
 - (d) a form of power of attorney;

- (e) the agenda for the meeting;
- (f) any applicable conditions precedent and conditions subsequent;
- (g) the reasons for, and contents of, each proposal;
- (h) if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment;
- (i) if a notification by the Bondholders is required in order to attend the Bondholders' Meeting, information regarding such requirement; and
- (j) information on where additional information (if any) will be published.

16.2.3 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.

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

16.3 Instigation of Written Procedure

16.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

16.3.2 A communication pursuant to Clause 16.3.1 shall include:

- (a) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;
- (b) 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;
- (c) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 16.3.1);
- (d) any applicable conditions precedent and conditions subsequent;
- (e) the reasons for, and contents of, each proposal;
- (f) if a proposal concerns an amendment to any Finance Document, the details of such proposed amendment;
- (g) if the voting is to be made electronically, the instructions for such voting; and
- (h) information on where additional information (if any) will be published.

16.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 16.3.1, when consents from Bondholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 16.4.2 and 16.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.4.2 or 16.4.3 as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

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

16.4 Majority, quorum and other provisions

16.4.1 Only a Bondholder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 6 (Right to act on behalf of a Bondholder) from a Bondholder:

- (a) on the Record Date specified in the notice pursuant to Clause 16.2.2, in respect of a Bondholders' Meeting; or
- (b) on the Record Date specified in the communication pursuant to Clause 16.3.2, in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the Adjusted Nominal Amount. Each whole Bond entitles to one vote and any fraction of a Bond voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be. Bonds held by the Issuer shall not be considered when calculating if necessary majority has been achieved pursuant to this Clause 16.4 and shall thus not carry any voting right.

16.4.2 The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2:

- (a) a change to the terms of any of Clause 2.1, and Clauses 2.3 to 2.6;
- (b) a change to the definition of Early Redemption Amount;
- (c) a change to the Interest Rate or the Nominal Amount;
- (d) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of proceeds*);
- (e) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 16.4;

- (f) a change of Issuer, an extension of the tenor of the Bonds or any delay of the due date for payment of any principal or interest on the Bonds;
- (g) a release of the Transaction Security, except in accordance with the terms of the Finance Documents;
- (h) subject also to the provisions of Clause 11.5, an exercise of the Purchase Option in accordance with the terms of the Purchase Option Agreement;
- (i) a mandatory exchange of the Bonds for other securities; and
- (j) early redemption of the Bonds, other than upon an acceleration of the Bonds pursuant to Clause 14 (*Acceleration of the Bonds*) or as otherwise permitted or required by these Terms and Conditions.

16.4.3 Any matter not covered by Clause 16.4.2 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 17.1(a) or (c)), an acceleration of the Bonds, the appointment of a Bondholders' Committee, or the enforcement of any Transaction Security.

16.4.4 The Bondholders may delegate such powers to a Bondholders' Committee as the Bondholders may exercise pursuant to Clauses 16.4.2 and 16.4.3. The delegation shall require the same majority and quorum as the subject matter would have required pursuant to Clause 16.4.2 or Clause 16.4.3, as the case may be. Any decisions made by the Bondholders' Committee pursuant to such delegation shall be approved by more than fifty (50) per cent. of the members of the Bondholders' Committee.

16.4.5 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Bondholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 16.2.4 (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

16.4.6 If a quorum exists for some but not all of the matters to be dealt with at a Bondholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

- 16.4.7 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 16.2.1) or initiate a second Written Procedure (in accordance with Clause 16.3.1), as the case may be, provided that the person(s) who initiated the procedure for Bondholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 16.4.7, the date of request of the second Bondholders' Meeting pursuant to Clause 16.2.1 or second Written Procedure pursuant to Clause 16.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause ~~16.4.6~~ 16.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 16.4.8 Any decision which extends or increases the obligations of the Issuer, the Agent or the Security Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer, the Agent or the Security Agent, under the Finance Documents, shall be subject to the Issuer's, the Agent's or the Security Agent's consent, as applicable.
- 16.4.9 A Bondholder 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.
- 16.4.10 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Bonds (irrespective of whether such person is a Bondholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that vote in respect of the proposal at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable (such time period to be no less than ten (10) Business Days).
- 16.4.11 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Bondholders.
- 16.4.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.4.13 If a decision is to be taken by the Bondholders 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 the Issuer as per the Record Date for voting, 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 for determining whether a Bond is owned by the Issuer.

- 16.4.14 Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be 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 Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

17. AMENDMENTS AND WAIVERS

- 17.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Bonds, provided that the Agent is satisfied that such amendment or waiver:
- (a) is not detrimental to the interest of the Bondholders as a group;
 - (b) is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) such amendment or waiver is required by applicable law or regulation, a court ruling or a decision by a relevant authority; or
 - (d) has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.
- 17.2 The consent of the Bondholders 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.
- 17.3 The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 17.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 12.4 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.
- 17.4 An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Agent, as the case may be.

18. THE AGENT AND THE SECURITY AGENT

18.1 Appointment of the Agent and the Security Agent

- 18.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its 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 Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. företagsrekonstruktion) or bankruptcy (Sw. konkurs) (or its equivalent in any other jurisdiction) of the Issuer and to act as Agent in relation to any mandatory exchange of the Bonds for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Bondholder). By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf as Agent.
- 18.1.2 By subscribing for Bonds, each initial Bondholder in its capacity as a Secured Party appoints the Security Agent to act as its agent in all matters relating to the Secured Documents and the Transaction Security, any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security.
- 18.1.3 Each Bondholder shall immediately upon request provide the Agent or the Security Agent, as the case may be, with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent or the Security Agent (as applicable)), that the Agent or the Security Agent deems necessary for the purpose of exercising its rights and/or carrying out its respective duties under the Finance Documents. The Agent and the Security Agent is under no obligation to represent a Bondholder which does not comply with such request.
- 18.1.4 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.
- 18.1.5 The Issuer shall promptly upon request provide the Security Agent with any documents and other assistance (in form and substance satisfactory to the Security Agent), that the Security Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Secured Documents.
- 18.1.6 The Agent and the Security Agent are entitled to fees for all their work in their respective capacities and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents and the Security Agent's obligations as Security Agent under the Secured Documents are conditioned upon the due payment of such fees and indemnifications.
- 18.1.7 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

18.2 Duties of the Agent and the Security Agent

- 18.2.1 The Agent shall represent the Bondholders in accordance with the Finance Documents. The Agent shall provide reasonable assistance to a Bondholders' Committee and participate in its meetings.
- 18.2.2 The Security Agent shall represent the Bondholders in accordance with the Secured Documents, including, inter alia, holding the Transaction Security in its capacity as Security Agent pursuant to the Security Documents on behalf of the Bondholders and, where relevant, enforcing the Transaction Security on behalf of the Bondholders.
- 18.2.3 When acting pursuant to the Finance Documents, each of the Agent and the Security Agent is always acting with binding effect on behalf of the Bondholders in their respective capacities. Neither the Agent nor the Security Agent are ever acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Agent or the Security Agent, as the case may be, does not bind the Bondholders or the Issuer.
- 18.2.4 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner. When acting pursuant to the Secured Documents, the Security Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 18.2.5 Each of the Agent and the Security Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 18.2.6 Each of the Agent and the Security Agent are always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent or security agent (as applicable), without having to first obtain any consent from the Bondholders or the Issuer. The Agent and the Security Agent shall, however, remain liable for any actions of such parties if such parties are performing duties of the Agent or the Security Agent (as applicable) under the Finance Documents.
- 18.2.7 The Issuer shall on demand by the Agent or the Security Agent pay all costs for external experts engaged by it:
- (a) after the occurrence of an Event of Default;
 - (b) for the purpose of investigating or considering:
 - (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default; or
 - (ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
 - (c) in connection with any Bondholders' Meeting or Written Procedure; or

- (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents (including for the purpose of deciding whether the conditions set out in Clause 17.1 are fulfilled).
- 18.2.8 Any compensation for damages or other recoveries received by the Agent or the Security 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 15 (Distribution of proceeds).
- 18.2.9 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 18.2.10 Other than as specifically set out in the Finance Documents, neither the Agent nor the Security Agent shall be obliged to monitor (i) whether any Event of Default has occurred, (ii) the financial condition of the Issuer and the Group, (iii) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents, or (iv) whether any other event specified in any Finance Document has occurred or is expected to occur, and should the Agent or Security Agent not receive such information, the Agent or the Security Agent (as applicable) is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent or Security Agent (as applicable) does not have actual knowledge of such event or circumstance.
- 18.2.11 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 18.2.11. Other than as set out above, the Agent shall neither be liable to the Issuer or the Bondholders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.
- 18.2.12 Notwithstanding any other provision of the Finance Documents to the contrary, neither the Agent nor the Security Agent is 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.
- 18.2.13 If in either of the Agent's or the Security Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent or Security Agent (as applicable)) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent or the Security Agent (as applicable) 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.
- 18.2.14 Each of the Agent and the Security Agent shall give a notice to the Bondholders:
- (a) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement; or

(b) if it refrains from acting for any reason described in Clause 18.2.13.

18.3 Liability for the Agent and the Security Agent

- 18.3.1 Neither the Agent nor the Security Agent shall be liable to the Bondholders 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 and the Security Agent shall never be responsible for indirect or consequential loss.
- 18.3.2 Neither of the Agent and the Security Agent shall be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or the Security Agent (as applicable), or if the Agent or Security Agent (as applicable) has acted with reasonable care in a situation when the Agent or Security Agent (as applicable) considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 18.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Bondholders, 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.
- 18.3.4 Neither the Agent nor the Security Agent shall have any liability to the Issuer or the Bondholders for damage caused by the Agent or Security Agent when acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- 18.3.5 Any liability towards the Issuer which is incurred by the Agent or the Security 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 Bondholders under the Finance Documents.

18.4 Replacement of the Agent

- 18.4.1 Subject to Clause 18.4.6, the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 18.4.2 Subject to Clause 18.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

- 18.4.3 A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent (and, for the avoidance of doubt, Security Agent). The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent (and, for the avoidance of doubt, Security Agent) appointed.
- 18.4.4 If the Bondholders have not appointed a successor Agent within ninety (90) days after:
- (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
 - (b) the Agent was dismissed through a decision by the Bondholders,
- the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of Market Loans.
- 18.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 18.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:
- (a) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent; and
 - (b) the period pursuant to Clause 18.4.4 having lapsed.
- 18.4.7 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 Bondholders 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.
- 18.4.8 In the event that there is a change of the Agent in accordance with this Clause 18.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

- 18.4.9 Any resignation or dismissal of the Agent pursuant to this Clause 18.4 (Replacement of the Agent) shall be deemed to constitute a resignation or dismissal (as applicable) of the Security Agent and vice versa, and the provisions of Clause 18.4.1 through 18.4.6 shall apply mutatis mutandis for (i) the resignation or dismissal of the Security Agent, (ii) the appointment of a successor Security Agent and, (iii) inter alia, the discharge of the retiring Security Agent from any further obligation in respect of the Finance Documents.

19. APPOINTMENT AND REPLACEMENT OF THE PAYING AGENT

- 19.1 The Issuer appoints the Paying 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.
- 19.2 The Paying 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 Paying Agent at the same time as the old Paying Agent retires or is dismissed. If the Paying Agent is Insolvent, the Issuer shall immediately appoint a new Paying Agent, which shall replace the old Paying Agent as paying agent in accordance with these Terms and Conditions.
- 19.3 The Paying Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Paying Agent, as may be necessary in order for the Paying Agent to carry out its duties under the Terms and Conditions.

20. APPOINTMENT AND REPLACEMENT OF THE CSD

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

21. NO DIRECT ACTIONS BY BONDHOLDERS

- 21.1 A Bondholder may not take any steps whatsoever against any Group Company or with respect to the Transaction Security 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 or bankruptcy (or its equivalent in any other jurisdiction) of any Group Company in relation to any of the obligations and liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Agent.

- 21.2 Clause 21.1 shall not apply if:
- (a) the Agent has been instructed by the Bondholders 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 Bondholder to provide documents in accordance with Clause 18.1.3), 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 of any fee or indemnity due to the Agent under the Finance Documents or by any reason described in Clause 18.2.13, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 18.2.14 before a Bondholder may take any action referred to in Clause 21.1; or
 - (b) the Agent has been instructed in accordance with these Terms and Conditions to enforce the Transaction Security but is legally unable to take such enforcement actions.
- 21.3 The provisions of Clause 21.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 10.5 (~~Mandatory redemption~~ repurchase due to a Change of Control Event or a Strategic Transaction Event (put option)) or other payments which are due by the Issuer to some but not all Bondholders.

22. LIMITATION OF CLAIMS

All claims for payment under the Terms and Conditions, including interest and principal, will be subject to the provisions of the Swedish Limitations Act (Sw. *preskriptionslag (1981:130)*).

23. NOTICES AND PRESS RELEASES

23.1 Notices

23.1.1 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 the email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, to the following address:

Recap Energy AB (publ)
 Eriksbergsgatan 10 3tr
 114 30 Stockholm, Sweden
 Att: Marco Berggren
 E-mail: marco.berggren@recap.se

or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and

- (c) if to the Bondholders, shall (i) if made by the Agent, be sent via the CSD with a copy to the Issuer, and (ii) if made by the Issuer, be sent via the Agent, alternatively through the CSD and/or to their addresses as registered with the CSD with a copy to the Agent. A notice to the Bondholders shall also be published on the websites of the Agent.

- 23.1.2 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, in terms of notice or other communication to the Bondholders, delivered through the CSD as set out in Clause 23.1.1(c) above) or letter, or, if between the Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 23.1.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 23.1.1, in case of email, when received in readable form by the email recipient, or in case of notice or other communication posted through the CSD, on the date of the message being issued by the CSD.
- 23.1.3 Any notice pursuant to the Finance Documents shall be in English.
- 23.1.4 Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

23.2 Press releases and publications

- 23.2.1 If any information relating to the Bonds or the Group contained in a notice the Agent may send to the Bondholders 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 Bondholders 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 Bondholders, the Agent shall be entitled to issue such press release.
- 23.2.2 Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clauses 10.4 (Voluntary early redemption (call option)), 10.5 ([Voluntary partial redemption](#)), 10.6 (Mandatory ~~redemption~~ [Early Redemption due to a Battery Entity Exit Event](#)), 10.7 (Mandatory [repurchase](#) due to a Change of Control Event [or a Strategic Transaction Event](#) (put option)), ~~10.7~~ [or 10.8](#) (Early redemption due to a tax event ~~(call option)~~) shall also be published on the website of the Issuer or the Agent, as applicable.

24. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 24.1 Neither the Agent nor the Paying Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Paying Agent itself takes such measures, or is subject to such measures.

- 24.2 The Paying Agent shall have no liability to the Bondholders if it has observed reasonable care. The Paying Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 24.3 Should a Force Majeure Event arise which prevents the Agent or the Paying Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 24.4 The provisions in this Clause 24 (*Force Majeure and Limitation of Liability*) apply unless they are inconsistent with mandatory law.

25. GOVERNING LAW AND JURISDICTION

- 25.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 25.2 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (Sw. *Stockholms tingsrätt*).
- 25.3 Clauses 25.1 and 25.2 above shall not limit the right of the Agent (or the Bondholders, 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.

RECAP ENERGY AB (PUBL)

as Issuer

Place: Stockholm

Date:

Name:

Name:

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

INTERTRUST (SWEDEN) AB

as Agent and Security Agent

Place: Stockholm

Date:

Name:

Name:

SCHEDULE 1**CONDITIONS PRECEDENT****PART I – CONDITIONS PRECEDENT TO DISBURSEMENT****1. Corporate documents**

- (a) Copies of the articles of association and certificate of registration of the Issuer.
- (b) A copy of a resolution from the board of directors of the Issuer:
 - (i) approving the issue of the Bonds and approving the terms of (a) the Terms and Conditions, (b) the Agency Agreement, and (c) the Security Documents, and resolving to enter into such documents and any other documents necessary in connection therewith;
 - (ii) authorising a specified person or persons to execute the Terms and Conditions, the Agency Agreement and the Security Documents; and
 - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it or in connection with the Terms and Conditions, the Agency Agreement and the Security Documents.
- (c) A copy of a passport or driver's license which includes a specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above and actually signing the Terms and Conditions and/or the Agency Agreement.

2. Finance Documents

- (a) A duly executed copy of the Terms and Conditions;
- (b) A duly executed copy of the Agency Agreement; and
- (c) A duly executed copy of each of the Security Documents

CONDITIONS PRECEDENT**PART II – CONDITIONS PRECEDENT TO DISBURSEMENT****1. Corporate documents**

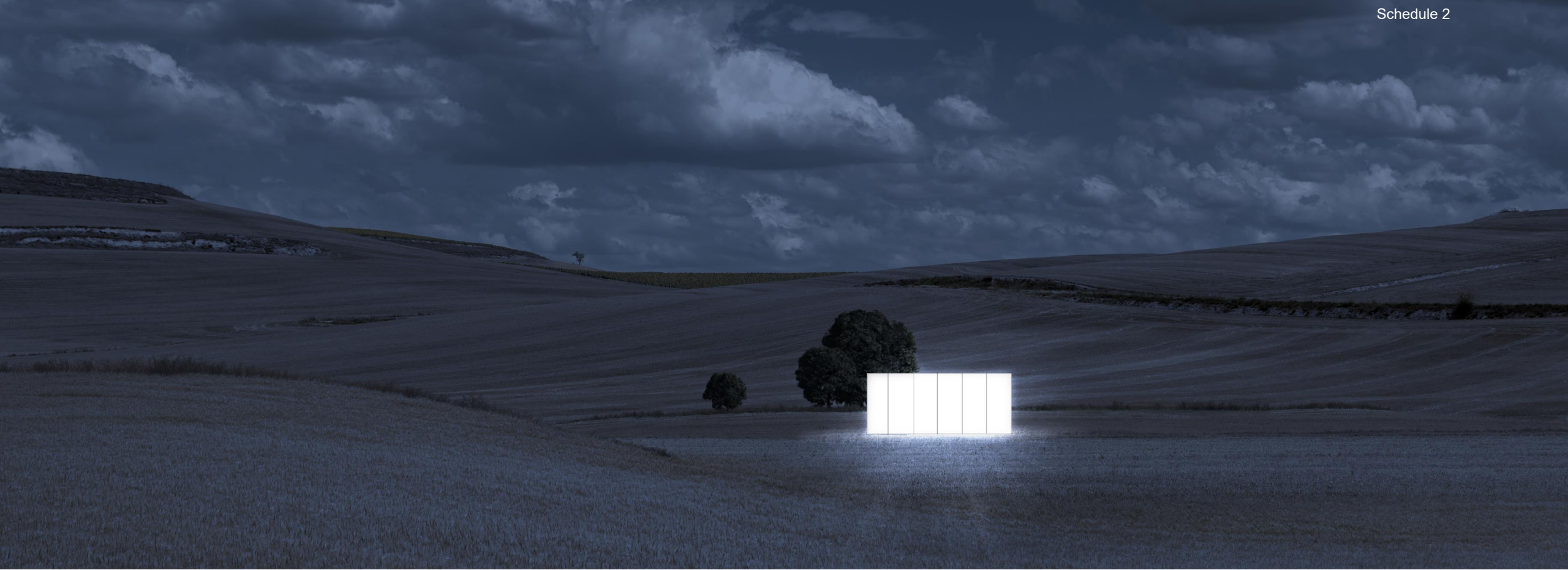
- (a) Copies of the articles of association and certificates of registration of the Issuer, Recap Solar and Recap Energy Storage AB.
- (b) a copy of a resolution from the board of directors of the Issuer:
 - (i) approving the terms of the Finance Documents to which it is a party, the Equity Contribution and approve to undertake the necessary actions in order for the Share Pledge and the Floating Charge Pledge to be executed, and resolving to enter into such documents and any other documents necessary in connection therewith;
 - (ii) authorising a specified person or persons to execute the Finance Documents and the Equity Contribution and any other documents necessary in connection therewith; and
 - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it or in connection with the documents set forth in sub-paragraph (ii).
- (c) a copy of a resolution from the board of directors of Recap Solar:
 - (i) approving the terms of the Finance Documents (to which it is a party) and approving to undertake all necessary actions in order for the Share Pledge to be executed and registered in Recap Solar's share ledger and resolving to enter into such documents, and any other documents necessary in connection therewith;
 - (ii) authorising a specified person or persons to execute the Finance Documents and the Share Pledge and any other documents necessary in connection therewith; and
 - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it or in connection with the documents set forth in sub-paragraph (ii).
- (d) constitutional documents and duly executed corporate resolutions (approving the Finance Documents), for any party to the Finance Documents (other than the Issuer, Recap Solar and the Agent), together constituting evidence that the Finance Documents have been duly executed.
- (e) A copy of a passport or driver's license which includes a specimen of the signature of each person authorised by the resolution referred to in sub-paragraph (ii) of paragraphs (b) – (e) above and actually signing any Finance Document and/or the Agency Agreement

2. Security Documents

- (a) A duly executed copy of the Swedish law governed pledge agreement pertaining to the first-priority pledge over all (current and future) shares issued by Recap Solar.
- (b) A duly executed copy of the Swedish law governed first-priority security agreement over floating charge certificates (*Sw. företagsinteckningsbrev*) in an amount of SEK 100,000,000 within 100,000,000 of the Issuer.
- (c) evidence (in form and substance satisfactory to the Agent) that the Transaction Security either has been or will immediately following disbursement from the Escrow Account be perfected in accordance with the terms of the Finance Documents.

3. Other documents and evidence

- (a) Evidence (in form and substance satisfactory to the Agent) that Net Proceeds from the Bond Issue shall be used in accordance with the purposes of the Bond Issue satisfactory to the Agent.
- (b) Evidence (in form and substance satisfactory to the Agent) that the Transaction Security either has been or will immediately following disbursement from the Escrow Account be perfected in accordance with the terms of the Finance Documents.
- (c) Satisfactory evidence that the Equity Contribution has been or will be paid immediately following the disbursement.
- (d) A release letter or similar confirmation thereof, acceptable for the Security Agent, issued by Svenska Handelsbanken AB (publ) for the release of floating charge certificates (*Sw. företagsinteckningsbrev*) in an amount of SEK 4,000,000 within 4,000,000 of the Issuer.
- (e) Legal opinion(s) on (i) the capacity and due execution of the Finance Documents by a party thereto incorporated and (ii) the validity and enforceability of the Finance Documents, issued by reputable law firm(s) in a form and substance satisfactory to the Agent.
- (f) A conditions precedent satisfaction letter from a Swedish law firm in respect of the conditions referred to above in this Schedule 1.



Supporting presentation to the written procedure
Recap Energy AB (publ)
June 2024

Recap



Disclaimer

This presentation material (the “**Presentation**”) is prepared by **Recap Energy AB (publ), Swedish reg. no. 556919-6503** (the “**Issuer**”) and is to be regarded as marketing material only and will therefore not provide a complete picture of the bonds issued by the Issuer on 27 July 2023 (the “**Bonds**”). This Presentation does not constitute an offer to invest or divest any securities of any kind. The information contained herein is shared with a limited group of investors and institutions, or advisors or representatives of such groups. This Presentation is not intended for the general public, nor does it constitute investment advice to the general public or to any other party. This Presentation is strictly confidential and may not be copied, published, distributed or transmitted in whole or in part by any medium or in any form for any purpose. The information in this Presentation relates to a, by the Issuer, proposed extended tenure of the Bonds and certain amendments to the terms and conditions in respect of the Bonds (hereinafter collectively referred to as the “**Extension**”) and does not constitute an offer to invest in securities of any kind, nor shall any part, or all, of this Presentation form the basis of, or be relied on in connection with, any investment decision in relation to any securities. When making an investment decision or a decision with respect to the Extension, each potential and current investor must rely on its own examination, analysis and enquiry of the Issuer and the terms of the Extension.

This Presentation does not constitute a prospectus and no prospectus has nor will be approved by or registered with the Swedish competent authority, the Swedish Financial Supervisory Authority (Sw. Finansinspektionen), in accordance with Article 20 of Regulation 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the Prospectus Regulation) or with any other authority in connection with the potential Extension. This Presentation may not be distributed directly or indirectly, to or into, including but not limited to, the U.S., Canada, Australia, Hong Kong, Singapore, South Africa, New Zealand, Japan, South Korea, Switzerland or to any other jurisdiction in which such distribution would be unlawful or would require specific permits, registration or any other measures or actions to be taken by the Issuer in accordance with the above-mentioned. Persons located in such jurisdictions where specific permits or other actions are required or which the information otherwise may not be directed to may not receive this Presentation. The Bonds has not and will not be registered under the U.S. Securities Act of 1933, as amended, or under the securities laws of any state or other jurisdiction of the US, or any applicable securities laws in Canada, Australia, Hong Kong, Singapore, South Africa, New Zealand, Japan, South Korea, Switzerland or any other country where such registration is required and may not be transferred or distributed, directly or indirectly, in the United States, or to U.S. Persons (as defined in Regulation S under the U.S. Securities Act) or to any person residing in any of these jurisdictions. An application for an investment in the Bonds in breach of these restrictions may be left without regard.

The information in this Presentation has not been independently verified and no technical, financial, accounting, tax, insurance, human resources, commercial or environmental due diligence with respect to the Issuer has been conducted, neither has any due diligence been conducted with respect to the Issuer’s foreign subsidiaries. The management of the Issuer have only, in writing, answered a questionnaire in connection with the potential Extension and the preparation of this Presentation. No due diligence has been carried out with respect to any documentation or similar as regards the Issuer’s operations and business. Therefore, there may be risks relating to the Issuer’s business, results and financial position not yet identified. All information in this Presentation should be carefully considered, in particular with respect to the specific risks arising with respect to a commitment to invest in the Bonds and accepting the Extension. There are no guarantees that the Issuer will be able to fulfil its obligations under the Extension which is referred to in this Presentation.

The information in this Presentation is provided as of the date hereof and is subject to change without any notice, and the Issuer will not, and has no obligation to, update this Presentation or produce any additional information documents. All funds which have been lent to the Issuer may be lost as a consequence of factors which the Issuer can or cannot influence. Actual events and results may differ substantially from what is stated in forward looking statements as a result of risks and other factors which this Presentation contains, and which it does not contain, as applicable. By taking receipt of this Presentation, the reader accepts being aware of the circumstances, requirements and restrictions which apply for taking receipt of this Presentation, and that no violation thereof is made.

Certain information contained in this Presentation, including any information on the Issuer’s plans or future financial or operating performance and other statements that express the Issuer’s management’s expectations or estimates of future performance, constitute forward-looking statements (when used in this Presentation, words such as "anticipate", "believe", "estimate", "expect", "intend", "will", "should", "aim" and "target" and similar expressions, as they relate to the Issuer or its management, are intended to identify forward-looking statements). Such statements are based on a number of estimates and assumptions that, while considered reasonable by management at the time, are subject to significant business, economic and competitive uncertainties. The Issuer cautions that such statements involve known and unknown risks, uncertainties and other factors that may cause the actual financial results, performance or achievements of the Issuer to be materially different from the Issuer’s estimated future results, performance or achievements expressed or implied by those forward-looking statements.

No person is nor has been authorized to give any information or provide any representation or warranty on behalf of the Issuer in connection with the Extension. If such information, representation, or warranty has been given, it cannot be relied upon as if it had been given by the Issuer or with the Issuer’s approval, and the Issuer assumes no responsibility or liability for any such information, representation or warranty. Furthermore, no member of the Issuer’s board of directors or any other person makes any representation or warranty, express or implied, save for what follows from applicable law, as regards the correctness and/or completeness of the information stated in this Presentation.

Climate Bonds certification

The certification of the Bonds as Climate Bonds by the Climate Bonds Initiative is based solely on the Climate Bond Standard and does not, and is not intended to, make any representation, warranty, undertaking, express or implied, or give any assurance with respect to any other matter relating to the Extension or any Bond, including but not limited to the Presentation, the transaction documents that has been entered into or shall be entered into in connection with the Extension, the Issuer or the management of the Issuer.

Disclaimer (cont.)

The certification of the Bonds as Climate Bonds by the Climate Bonds Initiative was addressed solely to the board of directors of the Issuer and is not a recommendation to any person to purchase, hold or sell the Bonds or accept the Extension and such certification does not address the market price or suitability of the Bonds for a particular investor. Each bondholder of the Bonds should determine for itself the relevance of this certification. An accept of the Extension should be based upon such investigation that each potential or existing bondholder of the Bonds deems necessary. The certification does not address the merits of the decision by the Issuer or any third party to participate in any bond issue and does not express and should not be deemed to be an expression of an opinion as to the Issuer or any aspect of any bond issue (including but not limited to the financial viability of any bond issue) other than with respect to conformance with the Climate Bond Standard.

In issuing or monitoring, as applicable, the certification, the Climate Bonds Initiative has assumed and relied upon and will assume and rely upon the fairness, accuracy, reasonableness and completeness in all material respects of the information supplied or otherwise made available to the Climate Bonds Initiative. The Climate Bonds Initiative does not assume or accept any responsibility or liability to any person for independently verifying (and it has not verified) such information or to undertake (and it has not undertaken) any independent evaluation of any bond issue (including, for the avoidance of doubt, the Extension) or the Issuer. In addition, the Climate Bonds Initiative does not assume any obligation to conduct (and it has not conducted) any physical inspection of the Extension. The certification may only be used with the Bonds and may not be used for any other purpose without the Climate Bonds Initiative's prior written consent.

The certification does not, and is not in any way intended to, address the likelihood of timely payment of interest when due on the Bonds and/or the payment of principal at maturity or any other date.

The certification may be withdrawn at any time in the Climate Bonds Initiative's sole and absolute discretion and there can be no assurance that such certification will not be withdrawn.

Governing law and disputes

This Presentation, the Extension or any other legal issues in connection therewith shall be governed by Swedish law, without regard to its conflict of law principles providing for the applications of the laws of any other jurisdiction, and any dispute or claim arising out of or in connection this Presentation and/or the Extension shall be exclusively settled by the courts of Sweden. The District Court of Stockholm (Sw. Stockholms tingsrätt) shall be the court of first instance.

Fees attributable to the Extension

Vinga Corporate Finance AB, as corporate finance adviser, will be paid a fee by the Issuer in respect of the Extension.

Recap Energy AB (publ)

This Presentation has been put together in connection with the Extension.

Statement of responsibility

It is hereby confirmed that the board of directors of **Recap Energy AB (publ)** is responsible for the information contained in the Presentation. Furthermore, Recap Energy AB (publ) hereby confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Presentation is, to the best of the Issuer's knowledge, in accordance with the facts and contains no omissions likely to affect its import in any respect.

// The Board of Directors of **Recap Energy AB (publ)**

IMPORTANT INFORMATION: THE RISK FACTORS PREPARED IN CONNECTION WITH THE EXTENSION DESCRIBED AT THE END OF THIS PRESENTATION MUST BE CAREFULLY READ AND CONSIDERED BEFORE ANY INVESTMENT DECISION IS TAKEN.



Agenda

- 4 **Summary and proposed amendments**
- 8 Background and voting
- 26 Risk factors
- 32 Appendix

Summary and proposed amendments

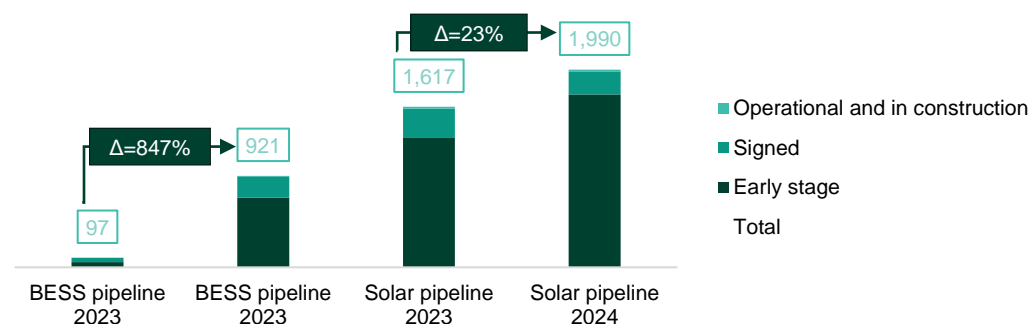
Summary of the Bonds and background to the Proposal

- Recap Energy AB (publ) ("**Recap**" or together with its subsidiaries, the "**Group**") is a Swedish based developer of sustainable energy assets
- The Group operates in Sweden, Spain and Colombia within the business areas:
 - Battery Energy Storage Solutions ("**BESS**")
 - Solar energy development
 - Waste heat recovery
- Recap has financed its various developments through issuance of equity and convertibles as well as project financing facilities
- To further strengthen its liquidity and invest in development of new BESS assets Recap issued corporate bonds in 2023, with a maturity date of 27th of July 2024
- At the time of the issuance of the Bonds, the Group had a total pipeline of projects of approx. 97.2 MW
 - The pipeline has since grown to 920 MW under development in various stages
- The market conditions for BESS has developed favorably since 2023 and attracted a lot of interest from seasoned and industrial investors
- During 2024 Recap has decided to make a strategic financing with financially solid partners and mandated a large Nordic based investment bank to sound the market for partners
- Several parties has shown interest in the business
- To continue competitive negotiations of such strategic transactions, and not have an imminent repayment of the Bonds, Recap asks the bondholders to extend the Maturity date with 3 months and grant an additional extension option with another 3 months

Current bond terms in short

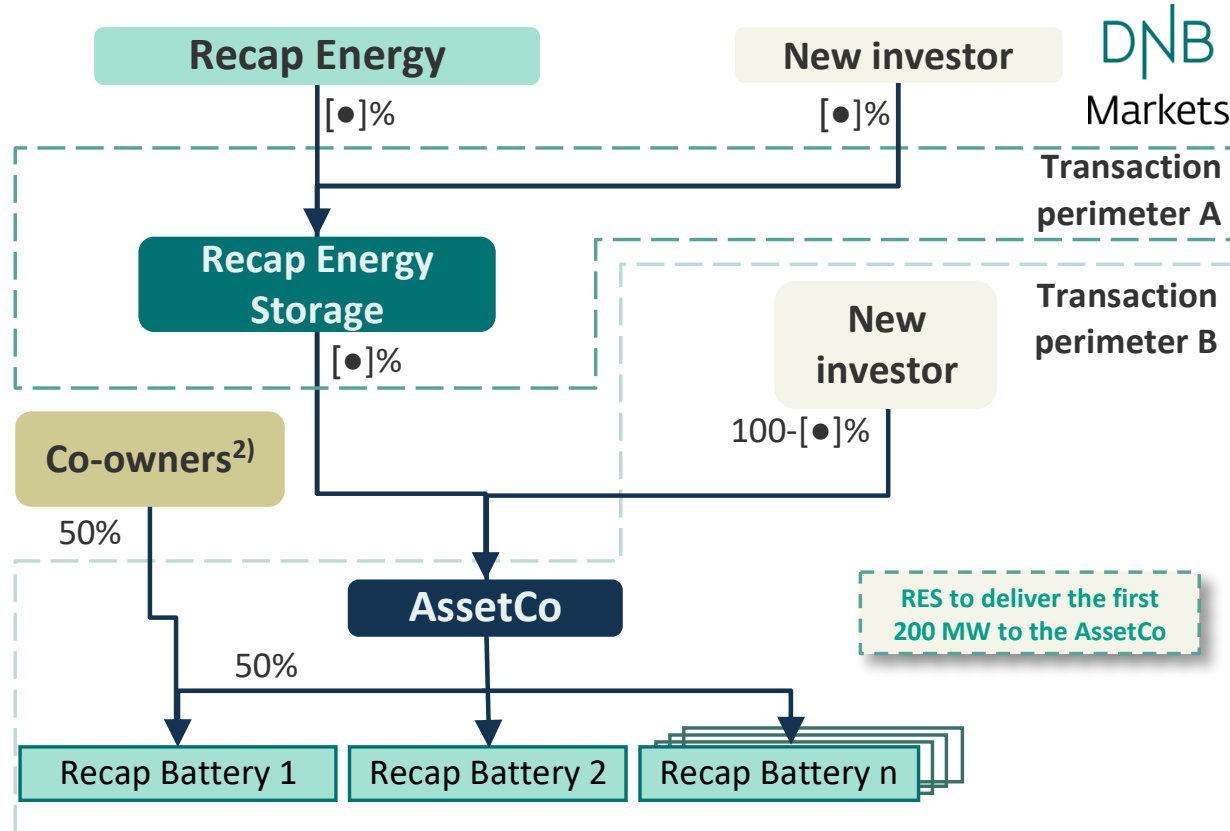
Issuer:	Recap Energy AB (publ)
Product:	Senior secured corporate bonds
ISIN:	SEK: SE0020552800, EUR: SE0020552792
Issued volume:	SEK 94,220,000 and EUR 500,000
Maturity Date:	27 th of July 2024
Interest:	15 % p.a., paid at the redemption date
Collateral:	(i) Share pledge in Recap Solar AB and (ii) floating charge certificates of SEK 100,000,000 within SEK 100,000,000
Amortization:	Bullet
Agent:	Intertrust /Sweden) AB
General undertakings:	Negative pledge, dividend restriction etc.

Pipeline project development (MW)



Summary and proposed amendments (cont.)

Capitalization under negotiation for Recap Energy Storage



Battery as a Service by Recap



Recap invests 100% of the Capex of the BESS and sells availability service to the C&I client



The C&I client rents the capacity of the BESS at pre-defined hours and pays a fixed fee. The rest of the hours the BESS provide services to the grid



Recap controls and optimize the BESS based on the requirement of the C&I client and the demand for grid services



Fixed revenues from the C&I client or the DSO decreases the volatility of the revenues and makes the projects more bankable

Summary and proposed amendments (cont.)

Proposed amendments¹

Extend the maturity date:	<ul style="list-style-type: none">• The maturity date of the bonds will be extended with three (3) months
Extension option:	<ul style="list-style-type: none">• The issuer will have the possibility to extend the maturity date with another three (3) months
Interest payment structure:	<ul style="list-style-type: none">• The interest accrued from the issue date to the original maturity date will be capitalized on the current maturity date• Interest will from the current maturity date accrue, and be capitalized, quarterly until the redemption of the bonds
Redemption premium:	<ul style="list-style-type: none">• A redemption premium of 1 % of the nominal amount will be paid to the investors if redemption takes place within three (3) months from the original maturity date• A redemption premium of 2 % of the nominal amount will be paid to the investors if redemption takes place any date subsequent to the date three (3) months after the original maturity date
Voluntary partial redemption:	<ul style="list-style-type: none">• The issuer will have the right to make a partial redemption of the bonds to a minimum amount of 25 % of the outstanding amount once before the new maturity date (or as per the extended maturity date)
Other definitions and clauses:	<ul style="list-style-type: none">• Minor clean ups of the terms and conditions including inter alia:<ul style="list-style-type: none">• Allowing a guarantee issued to Recap Green Bond 1 AB (publ) in the amount of EUR 500,000• Other clean-ups

¹ Please see the Amended Terms and Conditions sent out by Intertrust (Sweden) AB in conjunction with the Notice of written procedure for a full description of the Proposal and amendment of terms



Agenda

- 4 Summary and proposed amendments
- 8 Background and voting**
- 26 Risk factors
- 32 Appendix

Recap in brief

Summary and proposed amendments

Background and voting

Risk factor

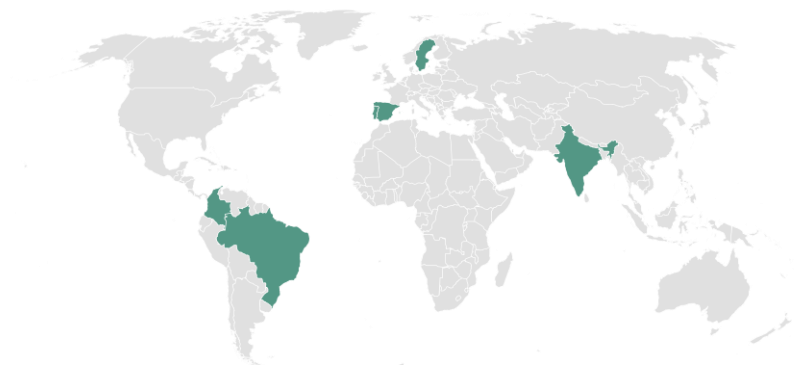
Appendix

About Recap

- Recap is a solar power development company that was founded by Marco Berggren with partners in 2010 based on their previous experience from working with financing of sustainable assets and carbon credits.
- Initially the focus was on advisory related to financial structuring of various clean energy projects with Scandinavian technology as basis
- In 2015 the Company shifted its strategic focus to building portfolios of small scale sustainable assets for investors
- Recap manages a technology agnostic investment platform and has proven its ability to use its experience from rooftop PV to develop new project types,
 - Recap, alone and with select partners, has developed and built ground mounted solar power projects;
 - In Battery Energy Storage Solutions Recap has developed a fully new business areas.
- The platform combines knowledge in technology, sustainable energy and financing to create optimal projects



Recap's market presence



Sweden

Spain

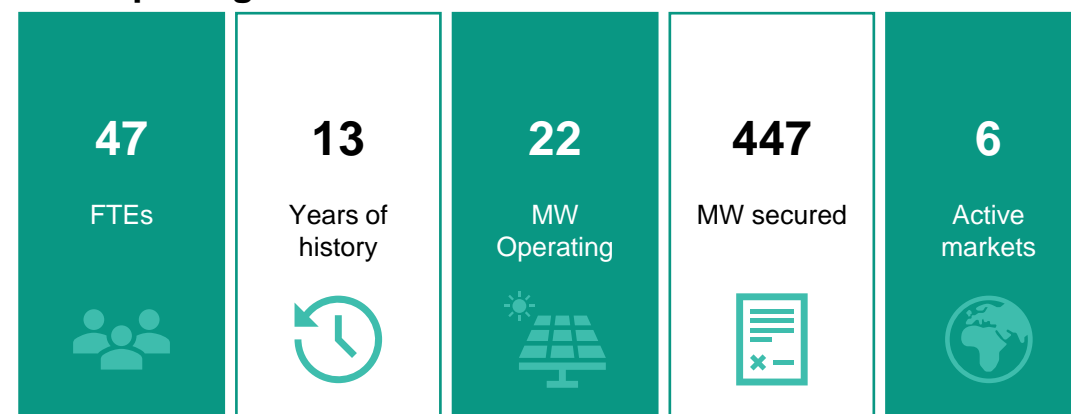
Portugal

Colombia

Brazil

India

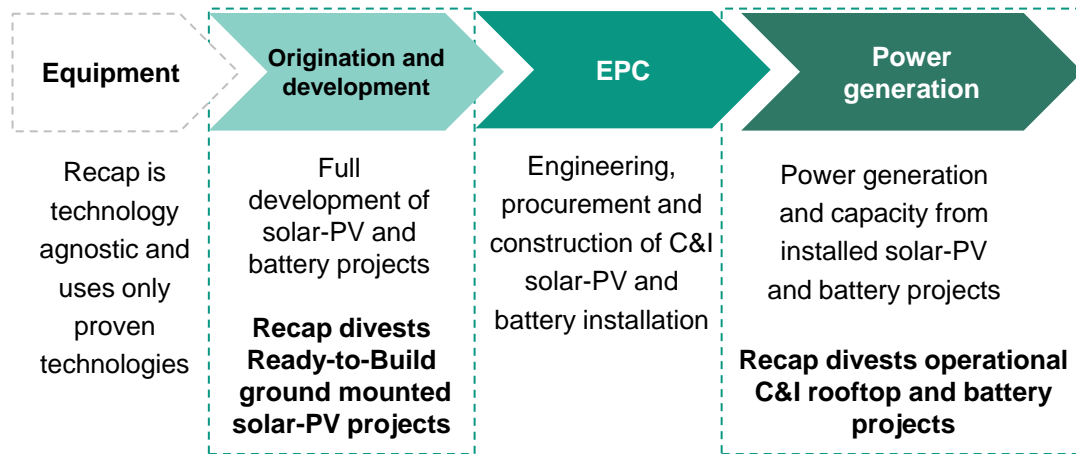
Recap in figures



Business model

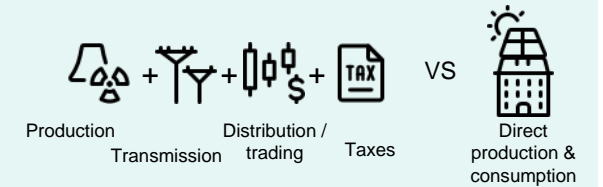
The business model in short

- Recap has developed quickly and landed several deals over the past few years
- The first portfolio created was initiated 2016 and functions as a combination of building on own books and together with an external investor Elite Alfred Berg (Evl))
- With proof of concept established Recap intends to develop its portfolios as a primary investor due to the additional value increase in the assets
- Recap currently has 6 portfolios under development in Spain, Sweden, Colombia, Brazil across C&I rooftop, energy storage and ground mounted development
- The C&I rooftop and battery portfolios are developed until its *commercial operating date* (“COD”), and the ground mounted portfolios are developed until *ready to build* (“RTB”)

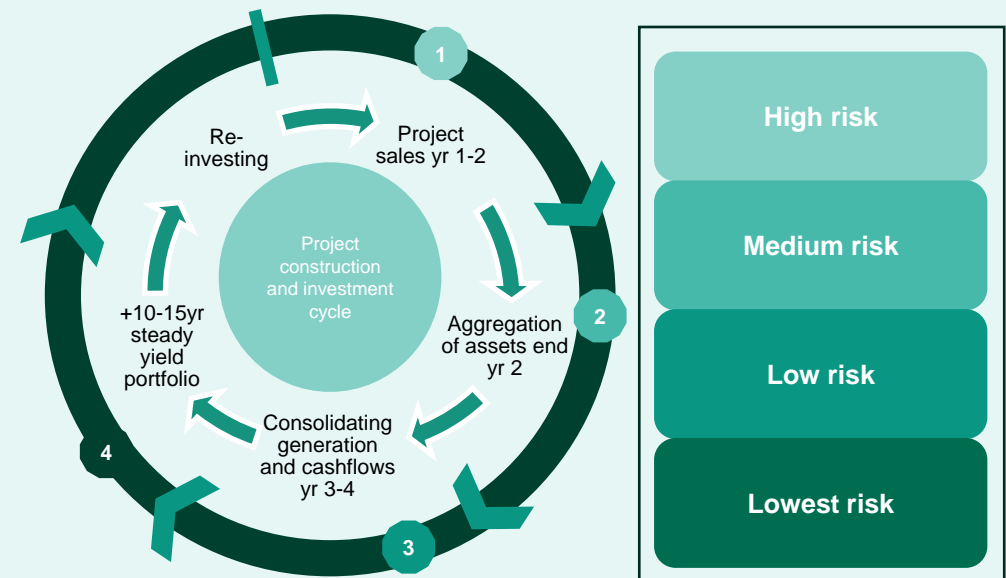


Customer offering

- Up to 40% cheaper electricity for customers to be their own power producer
- All additional fees are avoided
- Once installed the customer purchases the electricity for 15 – 20 years from the facility owner



Recap’s value creation through yield compression



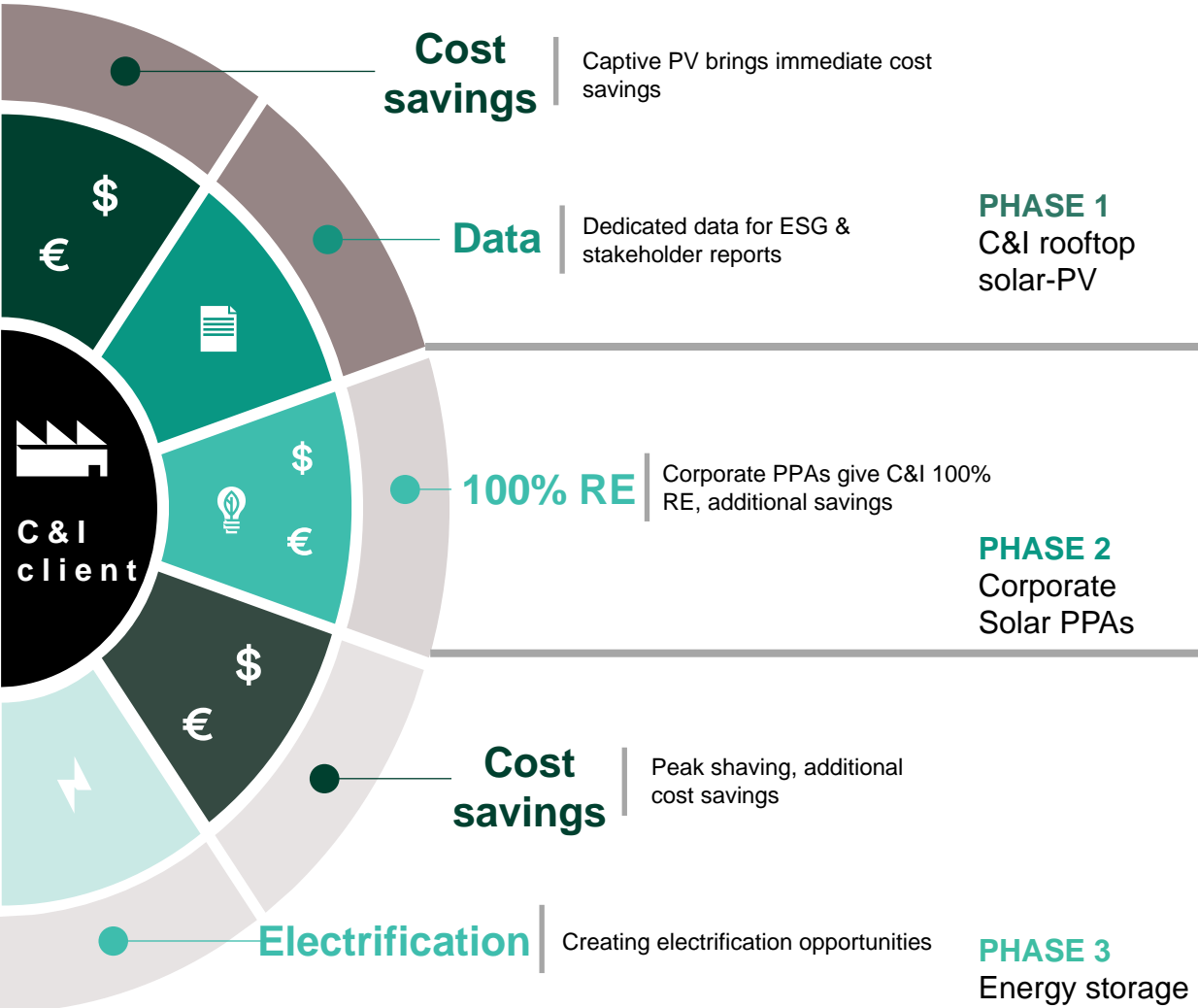
Recap's updated vision includes a full scale optimization of industrial energy and production and consumption

Summary and proposed amendments

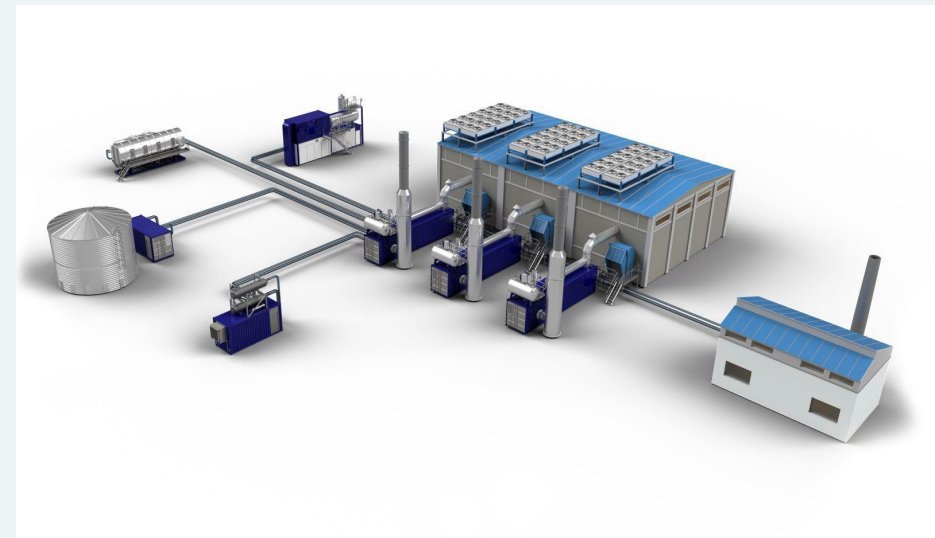
Background and voting

Risk factor

Appendix



Phase 4 Industrial energy efficiency



Management and board of directors

Founders and management



Marco Berggren
Founder and CEO

13 Years at Recap

17 Years of renewable energy experience

Biography

Marco founded Recap after a role as head of technology transfer at Tricorona, where he worked with renewable energy projects in Europe, Latin America, and Asia. Marco was formerly also National coach for Sweden's wheelchair rugby team 2003 – 2008



Kristian Brüning
Co-founder, CoB and CIO

8 Years at Recap

10 Years of renewable energy experience

Biography

Kristian has been a key part of Recap since changing its strategy from advisory to development. Furthermore, Kristian has experience as Director at e.g. PwC and Wartsila and has been a senior advisor to the non-profit organisation Climate Bonds Initiative



Max Müller
CFO

Joined Recap 2021 and has over 15 years of experience with financial planning and strategy, including previous experience as CFO at Equestrian Stockholm.



Eduardo Rechden
COO

Joined Recap 2018 and has over 20 years of experience within environmental management and policy, both from projects in Brazil and Sweden.



Natalia Comin
General Manager, Spain

Joined Recap 2020 with 6 years experience in corporate law. Prior experience from working with exports at Disa group and paralegal at PwC España.



Nico Wolf
Global Investment Director

Joined Recap 2018 with over 5 years of experience within renewable energy, e.g. as co-founder of Endless AB, working with origination of C&I rooftop solar.

Board of directors

Nicholas Anderson
Board member

Over 50 years' experience within banking and finance from several established institutions and founder of Munifin

Peter Ekman
Board member

Peter has long experience within business development investments within both real estate and the industrial sector

Kristian Brüning
Board member

See LHS.

Marco Berggren
Board member

See LHS.

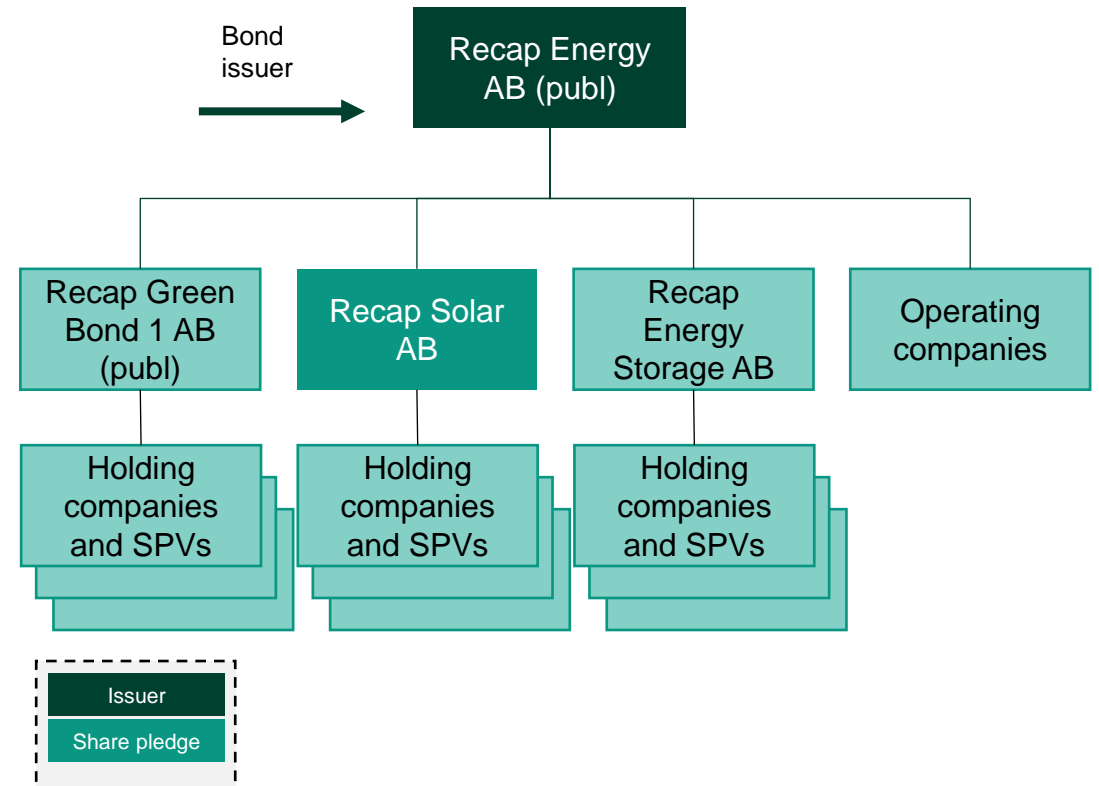
Owners (2024-05-30)

Ultimate Owner	Owership
Marco Berggren, CEO	44,69%
Henrik Strångh, financial advisor	6,88%
Olof Hallrup, board member	6,60%
Kristian Brüning, CoB, CIO	5,83%
Others	36,19%

Current bond structure

Structure of the Bond

- Recap Energy AB (publ) is the parent company of the Group
- The Group consists of 63 companies where most companies are project specific Special Purpose Vehicles (“SPV”)
- Recap have 9 direct subsidiaries, consisting of:
 - Operating companies with personnel
 - Recap Green Bond 1 AB (publ), a separate structure with a smaller commercial and industrial solar PV asset management portfolio
 - Recap Solar AB, a holding company for all solar development projects that Recap are invested in. Recap Solar AB owns, in whole or with partners, several SPVs
 - Recap Energy Storage AB, a holding company for all BESS development projects that Recap are invested in. Recap Energy Storage AB owns, in whole or with partners, several SPVs
- Recap Energy AB (publ) issued the Bond in July 2023
- The Bonds have direct security in a share pledge in Recap Solar AB
- The Bonds are governed by several key terms that restricts Recap from making dividends, granting additional security and issuing additional debt
- Recap Energy AB (publ) may not issue any other debt (other than fully subordinated debt) while the Bonds are outstanding
- In the event of a strategic transaction involving Recap Energy Storage AB, such a transaction would trigger a put option and repayment of the Bonds



Recent development

- Over the past year Recap has developed its business well
- The first assets in the BESS business area reached *Commercial Operating Date* (“**COD**”) in January 2024
 - As such Recap have a proof of concept of full value chain development of BESS assets
- Recap currently has 4.95 MW operating and generating income from e.g. the ancillary service market and off-take agreements with local energy companies
- Recap’s BESS pipeline has grown to 920 MW
- Recap’s solar division has recently entered a contract for the sale of 43 MW RTB solar parks in Colombia
 - The transaction is a milestone for Recap as it shows profitability in the Colombian market, as well as a maturity of the RTB market for solar development projects
- Recap’s first Spanish portfolio, owned and managed by Recap Green Bond 1 AB (publ) currently has all of its projects completed and generating income
 - Recap is looking into small-scale battery development for its C&I customers
- In total Recap has 17.5 MW operating in self-developed solar power facilities
 - 233 MW additionally has been signed with end client or landowner
 - 1,739 MW additionally identified across Spain, Sweden and Colombia
- The Group currently employs 55 full time employees

The Group’s market assessment

- **Sweden**
Rapid electrification and severe grid constraints makes Sweden an attractive market for both solar and batteries. The ancillary service markets are very lucrative for BESS and other services such as peak-shaving, demand response and backup power are expected to be in high demand going forward.
- **Spain**
Following a trend of investing in solar themselves, C&I clients are now once again looking for financed solutions due to higher interest rates. However, there is hard competition for financed solutions in the Spanish C&I Solar market.

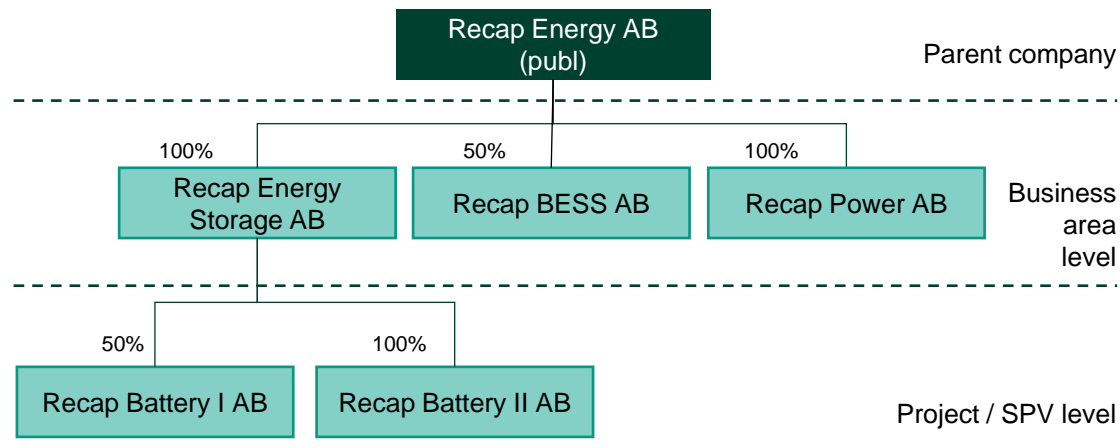
Fluctuating electricity prices and the already existing flexibility market (SRAD) provides a good opportunity for BESS investments.
- **Colombia**
Colombia is an emerging market with low competition and there is great potential in the C&I solar segment.
- **Brazil**
Saturated solar market. The unique electricity price curve, with substantially higher prices for three hours a day, creates a good environment for BESS. Furthermore, BESS can replace diesel generators and ensure power continuity for C&I clients.

Recap BESS offer

Recap Energy Storage and BESS business area

- Recap initiated its BESS business area in late 2021
- Recap's BESS development is managed through two systems, Recap Power AB who is a technology aggregator and provides expertise
 - Recap Power AB was formerly named Tvinn AB and was acquired 2022
- Recap Energy Storage AB owns the various project SPVs, currently 1 JV with Flower Infrastructure Technologies AB, and another SPV set up for future project
 - Recap BESS AB is another SPV/JV with Flower that exists for the sole purpose of revenue collecting
- Recap installed its first battery, 3.3 MWp in a lease solution with the grid owner VärnerEnergi which is currently operating
- Recap looks for several actions to enhance the value of Recap Energy AB, which e.g. includes listing the company Recap Energy Storage AB

Business area structure



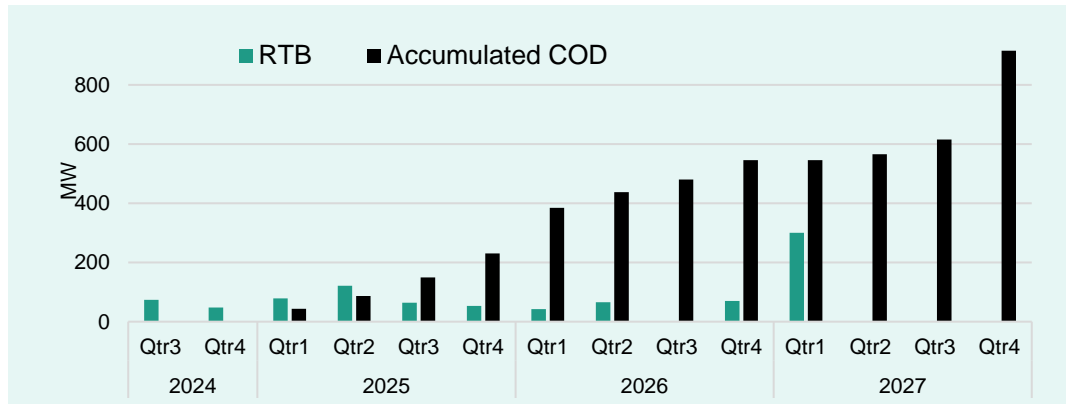
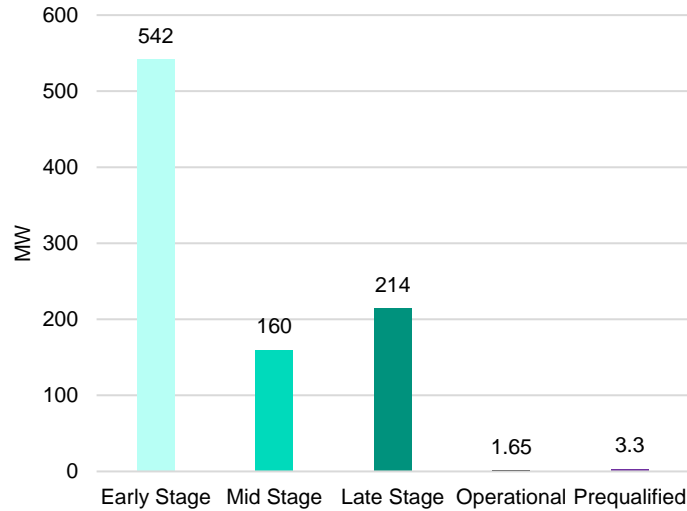
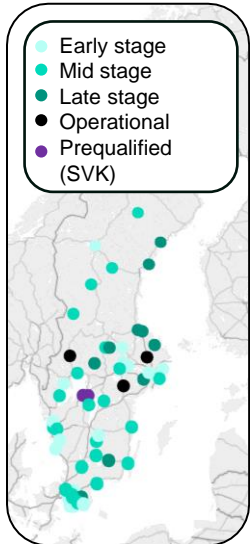
Customer offerings

	Alternative 1 Battery as a service	Alternative 2 Lease agreement	Alternative 3 Partnership
?	Recap owns and battery and the client lease the service for e.g. peak shaving. Recap has right of use non-leased hours	Recap lease the landowners property to develop a BESS project	Recap and the property-owner co-invests
💰	SEK 0	SEK 0	30% of Capex
📄	SEK 250/MW per hour	SEKk 75 – 150/MW/year or 5% revenue share	30/70 ownership and 50/50 profit split
📅	15 years	15 years	15 years
!	The client pays for the hours leased, which can be adjusted on an annual basis	The client pays for the hours leased, which can be adjusted on an annual basis	Recap arrange 70% financing, , the property owner provides 30% equity financing



Portfolio and example of operating assets

Current portfolio and roll-out plan



Reference case - VänerEnergi

- VänerEnergi, the local grid operator in Mariestad and Töreboda
- Signed a BaaS agreement with Recap in 2022 and will now have access to two batteries from Hitachi Energy totaling **3.3 MWp**
- Lease 1,500 hours, Recap/Flower owns the remaining hours



COD: July 2023

Reference case – Fryken Sol

- Fryken Sol builds and operates solar power facilities
- Battery as a service solution being discussed with Ellevio, the local grid operator
- Total size of **1 MWp**

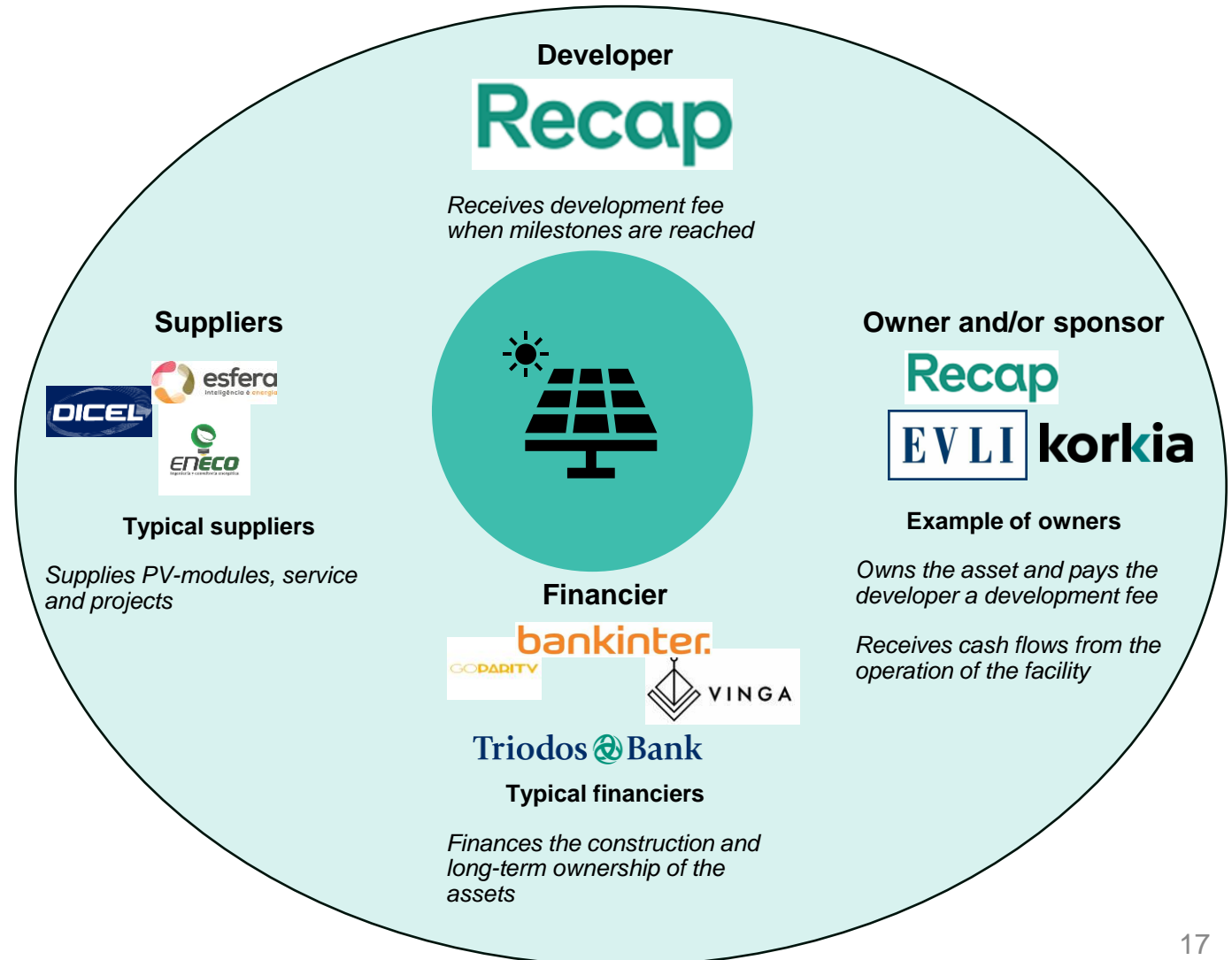


COD: January 2024

Recap Solar AB – development of PV solar assets

Business model

- Recap functions as a on-balance and off-balance developer of solar PV-assets
- Recap develops assets both within the C&I-segment, typically rooftop-based facilities, as well as the utility segment, typically large ground mounted (“GM”) facilities
- Recap receives revenues from development of solar assets through two sources:
 - A development fee is paid by the owner of the asset when certain milestones are completed, such as the project being ready to build or reaches its commercial operation date
 - Through long-term ownership of the assets and the cash flow from the assets
- Recap work with suppliers both for deal sourcing and constructing and installation of facilities
- Recap tries to maximize the ROI on its portfolios through project financing supplied by either banks, financial institutions and investment banks
- Recap has several years of proven track record in its solar business
- Recap’s solar project pipeline has grown to approx. 1,739 MW where 233 MW are under development and 17.5 MW has reached COD



Solar development: Spain

Recap Iberica 1

- The portfolio consist of approx. 10 MW and has reached its COD for all of its 42 projects
- Recap fully owns the portfolio that is fully C&I client based
- The portfolio is financed by a six year project financing facility provided by BankInter and a green corporate bond on a project holdco level

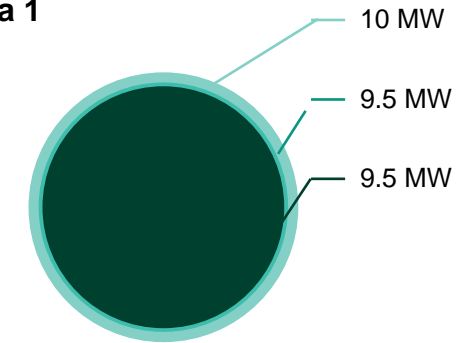
Recap Iberica 2

- The portfolio that is under development can include development of up to 100 MW
- The portfolio targets C&I customers
- Recap owns 25 % of the portfolio and the remaindered is owned by a private equity fund managed by Elite Alfred Berg in Finland
- Recap has developed around 25 % of the portfolio and approx. 6 MW has reached COD

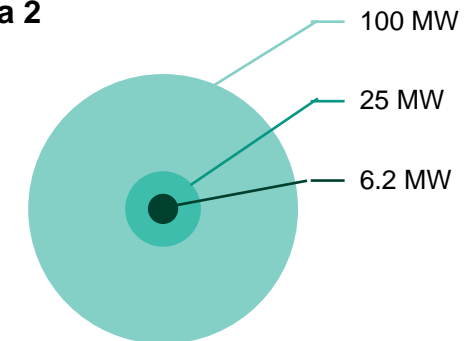
Recap Solar

- The portfolio is a 25 MW ground mounted portfolio in Spain
- Recap owns 100 % of the portfolio
- The portfolio has approx. 5 MW in development
- The development started in 2023

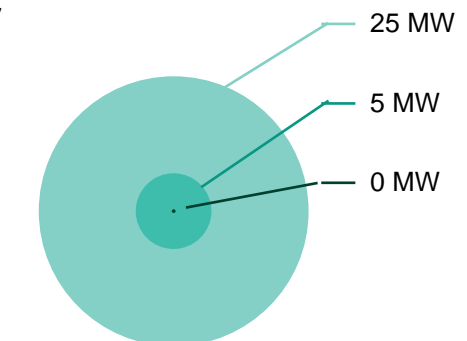
Iberica 1
Status



Iberica 2
Status



Solar
Status



Solar development: Colombia

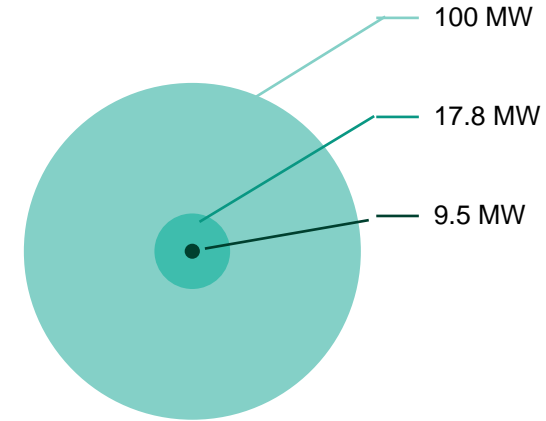
Recap Solar Colombia

- The portfolio is a 100 MW C&I portfolio
- 14 projects has reached COD and mainly consists of smaller project. The total volume of projects that are operating are 1.7 MW
- 17.8 MW has been signed and is under development
- Recap owns 10 % of the portfolio and has funded itself so far through preference shares through GoParity

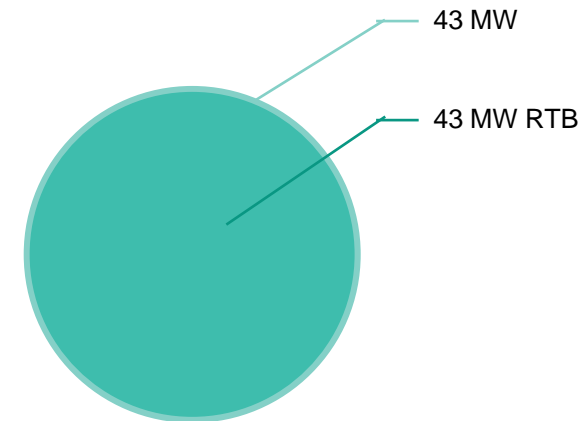
Recap Granjas

- The portfolio is under development and will include projects of up to 43 MW ground mounted facilities
- Recap has developed the portfolio since 2021
- He portfolio is fully RTB
- Recap intend to divest the portfolio, marking a significant milestone in the Colombian solar development market and proof of Recap's business case

Colombia C&I *Status*



Colombia GM *Status*

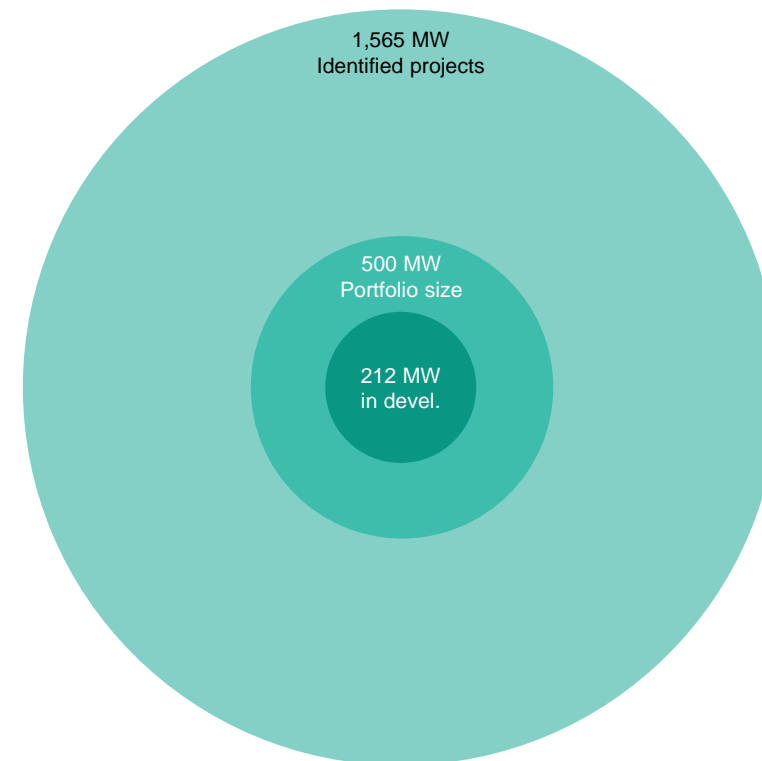


Recap has recently sign an LOI to divest its 43 MW RTB GM; portfolio and is taking part in discussions on capitalization of the C&I portfolio

Solar development: Sweden

Recap in Sweden

- Recap develops a portfolio of up to 500 MW in Sweden
- The portfolio consists of ground mounted utility scale projects
- The portfolio was set to include 100 MW, however, after a successful scouting of the market and development effort the size was increased with the co-owner
- Korika, a Finnish financial institution, owns 50 % of the portfolio and Recap owns the remaining 50 %
- The development was initiated in 2022
- Several projects awaits permission from relevant Swedish authorities prior to reaching construction
- Recap has the potential to sign additionally 288 MW of projects to fill the portfolio

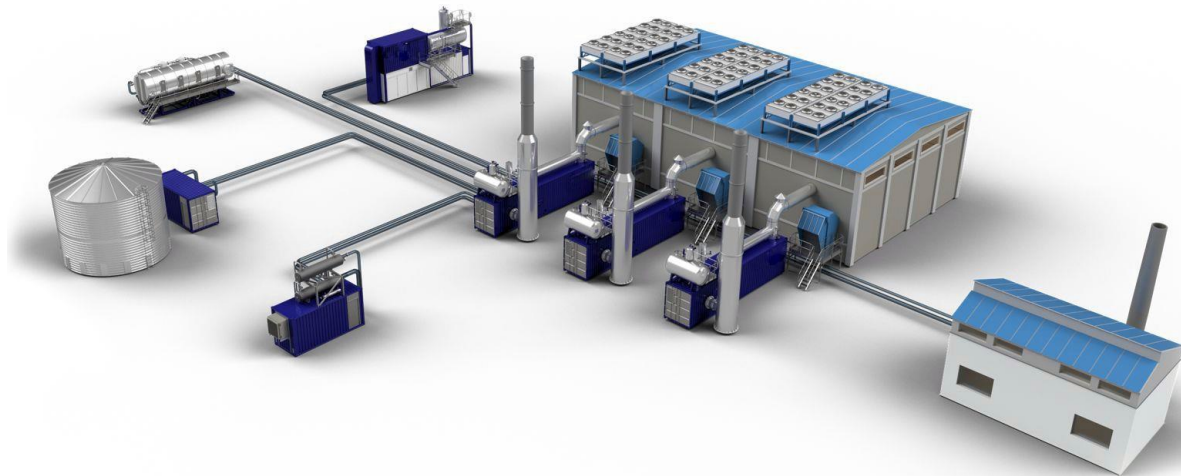


Energy efficiency – new business area to complete the energy cycle of a C&I customer

Additional services to the same C&I clients

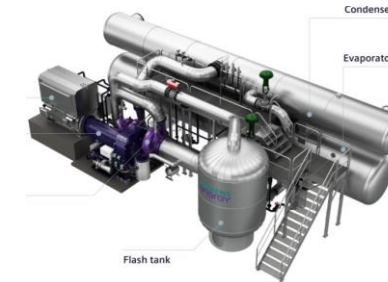
*At EU level, the waste heat due to energy conversion losses from power plants (198 Million tonnes of oil equivalent / year) exceeds the total heating and cooling demand of European buildings**

**According to the latest Energy balance flow for the European Union States published by Eurostata*



Example of applications

Industrial heat pump to produce mid-grade heat for processes



Waste heat recovery from various exhaust gas sources to produce steam



Electricity production from low-grade (waste) heat, ORC



Updated financial forecasts

Projected full year profit & loss

- For the purpose of the written procedure Recap has updated its financial prognosis for 2024
- Q1 carried a loss of approx. SEK 20m following seasonality patterns of the solar industry and delayed financial transactions
- Q2 and Q3 are expected to include revenues from sale of subsidiaries and platforms, among others, the 43 MW RTB portfolio in Colombia and the structural deal described on page 6 in this presentation
- Recap currently has a forecasted fixed cost base similar to Q1 for the rest of the year
- Recap's revenue drivers consists of:
 - Development fees that are paid from its financial sponsors when certain milestones are reached on its various development platforms
 - Revenue from generated electricity and BaaS-offer
 - Revenue from divestment of assets and holdings

SEK '000	Q1-24	Q2-24	Q3-24	Q4-24	Total
	ACT	FC	FC	FC	ACT+FC
Revenues	9 510	25 412	217 450	57 810	310 182
Personnel	-6 369	-8 503	-8 933	-8 933	-32 738
Other overhead	-14 114	-14 000	-14 000	-14 000	-56 114
Transaction costs		-2 850	-9 950	-4 913	-17 713
Book value of sold assets (shares)		-1 838	-57 220	-12 602	-71 660
Depreciation	-3 432	-4 281	-4 281	-4 281	-16 276
Interest costs & related	-5 563	-5 494	-22 854	-5 129	-39 040
Tax	-16	727	-22 297	-3 100	-24 686
Net profit	-19 984	-10 827	77 915	4 853	51 956

Recap Q1 2024 group financials¹

Summary and proposed amendments

Background and voting

Risk factor

Appendix

Income statement (SEKk)	Jan – Mar 2024	Balance sheet (SEKk)	2024-03-31
Revenue		Goodwill and other intangible assets	80,049
Net revenue	3,618	Material assets not under construction	100,611
Other revenue items	5,892	Assets under construction	86,669
Total revenue and change in inventory	9,510	Financial fixed assets	5,655
		Total fixed assets	272,984
Operating costs		Receivables	709
Other operating and external costs	-14,114	Other receivables	73
Staff cost	-6,369	Other current assets	3,172
Depreciation of material and immaterial assets	-5,719	Cash and similar items	30,584
Total operating costs	-23,916	Total current assets	34,538
		Total assets	307,523
Operating profit	-14,406	Share capital	549
		Unrestricted equity	4,591
Financial items		Profit/loss for the period	-19,985
Result from associated companies	0	Total equity	-14,845
Result from other financial assets	0		
Other interest income and similar items	3,888	Convertible loans	
Interest expenses and similar items	-9,450	Liabilities towards credit institutions	194,395
Total financial items	-5,562	Other debt	
		Total long term debt	194,395
Earnings after financial items	-19,969	Liabilities towards credit institutions	98,703
		Accounts payables	5,581
Earnings before tax	-19,969	Other short term debt	23,688
		Total short term debt	127,973
Taxes		Total equity and liabilities	307,523
Taxes for the period	-16		
Profit before minority interests	-19,985		

¹ Non-audited management accounts.

Consolidated historical financials. Recap Energy AB (publ) (cont.)

Summary and proposed amendments	Background and voting	Risk factor	Appendix
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Income statement (SEKk)	2023 (prel.)	2022	2021	Balance sheet (SEKk)	2023-12-31 (prel.)	2022-12-31	2021-12-31
Revenue				Goodwill and other intangible assets	90,893	26,317	21,473
Net revenue	31,364	17,065	13,699	Material assets not under construction	103,945	68,141	42,524
Other revenue items	498	858	0	Assets under construction	65,962	46,947	20,337
Total revenue and change in inventory	31,862	17,922	13,699	Financial fixed assets	-2,185	5,810	3,022
				Total fixed assets	257,815	147,214	87,356
Operating costs				Receivables	14,917	7,879	1,238
Other operating and external costs	-26,463	-21,334	-15,779	Other receivables	5,765	7,299	9,225
Staff cost	-22,288	-16,010	-8,936	Other current assets	2,745	9,586	2,612
Depreciation of material and immaterial assets	- 22,427	-7,899	-5,421	Cash and similar items	47,912	18,532	7,090
Total operating costs	-71,178	-45,242	-30,136	Total current assets	71,340	43,296	20,165
				Total assets	329,155	190,510	107,521
Operating profit	-39,316	-27,320	-16,436	Share capital	578	578	500
				Other contributed capital	66,700	118,127	55,796
Financial items				Accumulated profit/loss	-66,559	-59,464	-23,376
Result from associated companies	-4,961	4,763	0	<i>Equity to common share holders</i>		59,241	32,919
Result from other financial assets	1,136	1,561	0	Other equity		14,375	10,474
Other interest income and similar items	-28,985	1,461	55	Total equity	719	73,616	43,393
Interest expenses and similar items	8,041	-9,284	-4,969	Convertible loans		72	0
Total financial items	-24,769	-1,499	-4,914	Debt to credit institutions		77,273	47,691
				Other debt	295,839	10,499	0
Earnings after financial items	-64,086	-28,819	-21,350	Total long term debt	295,839	87,844	47,691
				Debt to credit institutions	1	3,568	461
Earnings before tax	-64,086	-28,819	-21,350	Supplier payables	9,169	10,301	1,124
				Other short term debt	23,429	15,182	14,852
Taxes				Total short term debt	32,598	29,050	16,437
Tax on the annual profit	-6,221	-24	0				
				Total equity and liabilities	329,155	190,510	107,521
Profit before minority interests	-70,307	-28,842	-21,350				

Timeline and delivery of votes

- The Agent must have received the votes by mail, courier, or e-mail to the address noted below no later than by 12:00 (CEST on 4th of July 2024. Vote received thereafter will be disregarded.
- Votes shall be sent to Intertrust (Sweden) AB:
- *By regular mail:*
 - Intertrust (Sweden) AB
 - Attn. Wilma Björn, P.O. Box 16285, 103 25 Stockholm
- *By courier:*
 - Intertrust (Sweden) AB
 - Attn. Wilma Björn, Sveavägen 9, 10th floor, 111 57 Stockholm
- *By e-mail:*
 - trustee@intertrustgroup.com

Issued volume

- The Issuer has issued Bonds of approx. SEK 100,000,000 in the following currencies:
 - SEK: 94,220,000
 - EUR: 500,000

Quorum and majority

- Quorum is obtained in the written procedure if bondholders representing at least 50 % of the adjusted nominal amount participate in the voting and replies to the Proposal
- Approval of the Proposal requires an acceptance rate of at least 66.67 % of the registered votes
- In a second written procedure the quorum requirement is set to 0 %
- Recap intends to launch a second written procedure as soon as possible if quorum is not obtained



Agenda

- 4 Summary and proposed amendments
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- 26 Risk factors**
- 32 Appendix

These risk factors have been prepared in connection with the bond financing (the "**Bond Financing**") and the below described contemplated Amendment (as defined below) to the existing terms and conditions regulating the bonds issued under the Bond Financing on 27 July 2023 (the "**Bonds**") by Recap Energy AB (publ), Swedish reg. no. 556919-6503, (the "**Issuer**").

The Amendment, if consented and agreed to, involves that the investors under the Bond Financing (the "**Investors**" or "**Bondholders**") will, inter alia, (i) grant an extended tenure of the Bonds for another 3 months, to 27 October 2024, (ii) grant an additional extension option, giving the Issuer the right to extend the tenure of the Bonds for another 3 months, to 27 January 2025, (if this second extension option is utilized, any accrued and unpaid interest will be capitalized on the current final maturity date (i.e. 27 July 2024)), (iii) accept a change in the interest structure so that the interest from the current final maturity date shall be capitalized quarterly, (iv) accept the redemption premium of 101 or 102 per cent. of the nominal amount ((as applicable) depending on when the bonds are redeemed), excluding any capitalized interest, and (v) allow the Issuer certain flexibility in making partial repayments of the Bonds. Items (i)-(v) above are collectively referred to as the "**Amendment**".

The proceeds of the Bonds have among other things been applied toward providing a shareholder's contribution to ReCap Energy Storage AB, Swedish reg. no. 559047-2246 (the "**Company**"), which has been applied by the Company for investments in battery storage projects and general corporate purposes. The Company is a holding company, and its business objective comprises of, among other things, preparing offers, development services, investments in and management of, either by itself or with partners, investment objects within renewable energy production, energy efficiency and other areas within environmental technology.

The Bondholders will be represented by Intertrust (Sweden) AB, reg. no. 556625-5476 (the "**Agent**" or "**Security Agent**"). The investment in the Bond Financing and an acceptance of the contemplated Amendment involve inherent risks.

These risk factors concern the Issuer, the Company and their direct or indirect (as applicable) subsidiaries, (together the "**Group**" or "**Group Companies**" and each a "**Group Company**"). The financial position and performance of the Issuer and of the Group taken as a whole, as well as the Issuer's and the further Group Companies respective position as companies are decisive factors to consider when making a decision about

whether or not to consent and agree to the Amendment. Several risk factors and uncertainties, Group specific or general, may adversely affect the Issuer and the Group. If any of these risks or uncertainties materialize, the business, the operating results and the financial position of the Group and/or the Issuer could be materially and adversely affected, which ultimately could affect the Issuer's ability to make payments of interest and repayments of principal with respect to the Bonds.

In this section, a number of risk factors are illustrated, both general risks pertaining to the Group's and/or the Issuer's business operations and also material risks relating to the Bond Financing. There could also be other risks not discussed herein, not currently known, or not currently considered to be material that may also affect the Group's and/or the Issuer's future operations, performance and financial position, and consequently the Issuer's ability to meet its obligations under the Bond Financing. Furthermore, the risk factors are not ranked in order of importance. The Investors should carefully consider the information contained in this section and make an independent evaluation before accepting the contemplated Amendment.

RISKS RELATING TO THE GROUP

Limited legal due diligence investigation

The legal review was originally conducted in June and July 2023 in connection with the original bond financing by the Issuer. No legal due diligence investigation has been carried out prior to the contemplated Amendment. Instead, only a confirmatory bring down due diligence questionnaire relating to certain fundamental aspects of the Issuer, the Company and the Company's direct or indirect Swedish subsidiaries has been answered by the management of the Issuer. The limited legal review has been high-level and on a "red flag"-basis and has been focused on the Issuer, the Company and the Company's Swedish subsidiaries, since these have been the entities that are of particular importance for the Bonds and the Issuer's future ability to perform its obligations in relation to the Bond Financing, e.g., by forming part of the security package for the Bonds. For the avoidance of doubt, no legal due diligence investigations have been carried out with respect to any documentation regarding the Issuer or the Group. Moreover, no legal due diligence investigations have been carried out with respect to any other entities owned directly or indirectly (as applicable) by the Issuer and it shall explicitly be noted that no legal due diligence investigations have been carried out with respect to the Issuer's direct or indirect foreign subsidiaries. Furthermore, it should

specifically be noted that the limited legal review mentioned above has not encompassed any matters with reference to tax, financial, accounting, commercial, information technology, environmental, insurance, actuarial, human resources, or pension scheme funding matters (whether or not such information has been provided by the Issuer for review).

The limited legal review has only been based on the answers provided by the management of the Issuer with respect to the abovementioned bring down due diligence questionnaire and no subsequent interview or similar has been conducted with the management of the Issuer. Consequently, there may be material risks of the Issuer and the Group that have not been covered by the limited legal review due to that information has not been provided or that the information provided is inaccurate and that have therefore not been identified. If such risks were to occur or materialize, it could have a material adverse effect on the Group's operations, earnings, and financial position, which could adversely affect the Issuer's ability to fulfill its obligations under the Bonds.

Foreign exchange risks

The Issuer's reporting currency is Swedish kronor. Since the Issuer has subsidiaries incorporated in Brazil, Colombia, India, and Spain and has or will have monetary in- and outflows in Brazilian real (Brazil), Colombian peso (Colombia), Indian rupee (India) and Euro (Spain), the Group is exposed to currency fluctuations that may create unpredictable profits and losses. Per today's date, the Group has not hedged any of its anticipated foreign currency in- or outflows.

General economic landscape, operational risks and future profitability

The future profitability of the Group depends on the Group Companies' ability to retain its most significant customers and to attract new customers. The future profitability of the Issuer depends on the Group Companies' business and the revenue generated by it, thus a deterioration in economic conditions globally, and in Sweden in particular, could have a material adverse effect on the Group's business and financial position and therefore have an impact on the Group's profit and ability to repay its debt obligations. Further investments into the Groups business may take longer time as the potential investors are under certain capital constraints and due to the newness of the energy storage investment segment.

Risk factors (cont.)

Credit risk in relation to the Issuer

Investors in the Bonds carry a credit risk towards the Issuer. The Investors' ability to receive payment under the Bonds is dependent on the Issuer's ability to meet its payment obligations, which in turn is largely dependent upon the performance of the Issuer's and its subsidiaries' operations and their respective financial position. The Issuer's financial position is affected by several factors, of which some are mentioned below.

Risks related to financing and security arrangements

Certain Group Companies have entered into financing arrangements with external financiers. These financing arrangements have been secured through guarantees and security such as receivable pledge over customer revenue, floating charges, pledge over bank account and share pledges over all shares in Group Companies that are carrying out the projects for which the financing has been obtained. The financing arrangements and the related security arrangements have been entered into on a "non-recourse" basis towards the Issuer and, according to the management of the Issuer, the loan-to-value ratio in the Group Companies that have acquired the external financing is moderate.

The financing arrangements referred to above contain financial commitments, and these include so-called cross default provisions, which constitute a ground for termination due to, for example, a breach of a financial commitment. These provisions entail a direct termination of the relevant financing arrangement for immediate repayment in case of borrower default, which could result in an enforcement of collateral or guarantee commitments are realized, which may have a negative effect on both the Group's operations and financial position, including an adverse effect on the ability to make payments of interest and repayments of principal under the Bond Financing. Moreover, the enforcement of security may result in the pledged Group Companies becoming subject to a change of control due to enforcement of share pledges.

In particular, the Company has entered into loan facility agreements (the "**Facility Agreements**") with Scandinavian Credit Fund I AB (publ) ("**SCF**") pursuant to which the Company's subsidiaries ReCap Battery I AB and ReCap Battery II AB (the "**Company Subsidiaries**") have or will incur debt of SEK 150,000,000 respectively (the "**Debt**"). Pursuant to the terms of the Facility Agreements, the Company and the Issuer have granted several

securities with first priority to SCF in relation to the Debt. These securities include, but are not limited to, pledges over all the shares in the Company and the Company Subsidiaries and pledges over assets owned by the Company Subsidiaries.

Substantial asset of the Company and the Company Subsidiaries, and thereby substantial indirect assets of the Issuer, are pledged to SCF. As described above, SCF has, *inter alia*, been granted pledge over all of the shares in the Company and the Company Subsidiaries. Should the Company be unable to fulfil its obligations in relation to SCF under the Facility Agreements, transaction security posed as security in relation to the Debt could become subject to enforcement. Any security enforced in order to repay the Company's and the Company Subsidiaries' obligations under the Facility Agreements could reduce the value of the securities held by the Security Agent on behalf of the Investors or render such securities worthless. Furthermore, the Group Company Recap Battery I AB has preferential share capital that accrues interest of 13 per cent, which is to be capitalised annually and that is not booked for the financial year of 2022 nor 2023.

Liquidity risks

The Issuer's ability to make payments of interest and repayments of principal under the Bond Financing is mainly dependent upon revenue being generated by its Group Companies which in turn must be up-streamed to the Issuer through dividends or development fees and margins in order to enable payments. Furthermore, due to delayed transactions in Sweden and Colombia, the working capital and liquidity has been adversely affected. The Issuer's ability to make payment of interest and repayment of principal under the Bonds is highly dependent upon the projects owned and carried out by Group Companies reaching development and divesting stage, or generating revenue that would enable repayment of the Bonds and accrued interest.

The Issuer contemplates to divest a minority stake of the shares in the Company to an external investor in order to refinance the Bond Financing. Consequently, this will deviate slightly from the Issuer's long term proceed model in its development. Instead of receiving development fees, the Issuer will receive upfront larger proceed for the development that has been done and is expected to be done by the Company and its subsidiaries. The long-term interest and proceeds will instead origin from

dividends from the Company.

Risks related to shareholders with significant influence

The principal owner of the Issuer, MAnton Investment AB, holds shares equal to approximately 45 per cent of the Issuer's shares and 45 per cent of the number of votes. Thus, MAnton Investment AB will hold a significant share of the Issuer's shares and votes, which entails significant influence over the Issuer's management and operations. Additionally, the owner of MAnton Investment AB, Marco Berggren, is the CEO of the Issuer. Consequently, there may be situations where MAnton Investment AB's interest differs in whole or in part from the interests of other shareholders and the Investors, which may be to the detriment of individual shareholders and Investors regarding certain specific circumstances or issues.

Credit risks against customers

There is a risk that the Group's counterparties will be unable to fulfil their financial obligations towards the Group. An assessment of the credit risk must therefore include an assessment of the Group's possibility to operate their business and the credit risk that the Group Companies have against their customers and the risk that these customers may get in a financial situation where they cannot pay the agreed fees or other amounts owed to the Group.

Risks related to fluctuations in the price of electricity and ancillary services

The revenues for the Group are to a certain degree directly or indirectly affected by the developments in the energy market, and consequently there are risks associated with fluctuations in the electricity price and energy demand. The Group's profitability and market value of its assets depends on, among other things, the price development for electricity and demand for ancillary services from the national grid operator, which is affected and will continue to be affected by several factors beyond the Group's control, such as supply and demand in both local and regional markets, as well as government regulations and energy taxes.

Risk factors (cont.)

The Company offers “battery as a service” to commercial and industrial clients, meaning that the clients can lease capacity from the Company’s batteries. When the clients do not use the services, the Company instead delivers services to Svenska Kraftnät (i.e., the authority responsible for Sweden’s transmission system). The price to be received by the Company for the ancillary services offered to Svenska Kraftnät (such as Fast Frequency Reserve (FFR) and Frequency Containment Reserve (FCR)) is uncertain and is exposed to market driven fluctuations. The price variability is an open risk that exposes the business to energy market dynamics, not unlike e.g. merchant wind- or solar power plants. There is a risk that the prices for ancillary services offered to Svenska Kraftnät will drop significantly due to saturation or other effects, which may have a material adverse effect on the Group’s, specifically the Company’s, operations, earnings, results and financial position.

Risks related to various permits and licenses

The projects that the Group implements require various permits and licenses, and the projects of the Group Companies are spread out across several geographic areas, which means that the specific regulations that apply to different parts of the Group’s operations will vary from one country or region to the other. In particular, the business of the Company and its subsidiaries depends on being granted (i) building permits (Sw. *Byggnadslov*) or similar (ii) permits with the local fire rescue authority and (iii) certain accession contracts with respect to the power grid.

In general, the projects of the Group Companies depend on certain authorizations and registrations being granted by relevant governmental authorities in the country that each Group Company operates. Certain authorizations or registrations are currently pending an update or otherwise in the process of being granted by the relevant governmental authorities. Furthermore, there is a risk that long processing times for obtaining permits and licenses relevant for a Group Company’s project may affect the implementation schedule for the Group. If any of these authorizations or registrations are not granted or cannot be obtained according to plan, or if any of the currently granted authorizations or registrations were to be revoked, it could have an adverse effect on the relevant Group Company’s scheduled operations, financial performance and ability to repay the Bonds.

Risks relating to the legislature in foreign markets

The Group operates in global markets and is therefore exposed to local business risks and/or political decisions in several foreign countries. Certain countries in which the Group currently has operations score significantly lower than Sweden in the Corruption Perception Index (Transparency International, 2023) which necessitates solid procedures and routines to minimize the risk. Notwithstanding, there is a risk that the Group fails to adopt the necessary routines and mitigating measures in time or at all, which in turn could have a negative impact on the Group’s revenue and on the Group’s ability to generate income. Furthermore, there is a risk that certain political decisions in a local market may hinder or delay the Group’s opportunities to operate in the market, for example due to new and difficult-to-interpret requirements.

Operational construction risks, risk of increased capital expenses and the effect on future profitability

The future profitability of the Group depends on development and investments to projects within the business of the Group Companies being made and completed on time and to the budgeted costs. The projects that the Group carries out usually require investments during the construction phase and it usually takes time before revenues are generated. The time and costs spent to complete the construction of solar cell plants and battery energy storage sites can be affected by many factors, including shortage of construction materials, equipment or labour, adverse weather conditions, natural disasters, delays or deficiencies in the performance of the Group’s suppliers, labour disputes, disputes with suppliers and subcontractors, accidents, changes in priorities of government authorities and other circumstances. Construction delays can lead to substantial revenue losses and increased costs for the Group. Consequently, if the investments made by the Group Companies are delayed and/or prove to be more expensive than budgeted, the future profitability of the Group may be adversely affected which in turn may have an adverse effect on the Group’s ability to service its debt.

Risks related to dependence on the Group’s management and other key personnel

The Group’s future results are affected by the knowledge, experience and commitment of Group management and other key personnel. There is a risk that the Group will not be able to retain its key personnel or that the Group Companies will not succeed in recruiting new qualified personnel.

Failure to retain key personnel can lead to a reduction in the Group’s net income due to lost opportunities and therefore have an impact on the Group’s profit and ability to repay its debt obligations. Loss of key personnel may also result in an increase in competition if such key personnel were to move to a competitor or start a competing business.

Risks related to GDPR

The Issuer and the Group has not fully implemented routines, policies and practices as required pursuant to the mandatory provisions of the General Data Protection Regulation (“GDPR”) and is thus not processing personal data in full compliance with the provisions of the GDPR.

The implementation of compliant GDPR practices may result in investment costs for the Group. The extent of such costs is expected to be low considering that the Group’s processing of personal data is very limited. Furthermore, failure to comply with the GDPR may result in the Group being forced to pay fees, fines or becoming subject to enforcement measures which would mean increased costs for the Group and therefore have an impact on the Group’s profit and ability to repay its debt obligations.

Risks related to insurance of assets and sabotage thereof

The Group holds insurances that covers general risks related to the assets owned by the Group Companies. Notwithstanding the aforementioned, certain types of losses, such as losses caused by natural disasters, are generally not insured because they are either uninsurable or because insurance cannot be obtained on commercially reasonable terms. Certain types of losses caused by war, civil disobedience, terrorism, earthquakes, typhoons, floods and other natural disasters are not covered. If an uninsured loss or a loss in excess of the limit of what the insurance covers occurs, the Group may lose capital investments made in relation to an asset, as well as expected future income therefrom, and the Group remains liable for such loss. Any such loss could affect the Group’s operations, financial position and results.

In addition, there is a risk for sabotage, theft, attacks or other similar force majeure events which the Group cannot control and which are not covered by insurance. Such events would have an adverse effect on the Group’s operations, financial position and results.

Risk factors (cont.)

Tax related risks

There is a risk that the Issuer's or another Group Company's interpretation and application of laws, regulations and practices in respect of tax matters have not been, or may not in the future be, correct or that rules and practices may change, possibly with retroactive effect. In such an event, the Issuer's or another Group Company's tax liabilities may increase, which may have a negative impact on the Group's and the Issuer's earnings and financial position. Tax audits may include, for example, denied interest deductions, tax surcharges on the direct or indirect sale of assets, reclassification of consultants as employees and/or loss carryforwards that are forfeited, which may have a negative impact on the Issuer's future earnings and financial position.

Prior to the issue of the Bonds, the Issuer was notified by the Spanish tax authority about an upcoming tax audit with regards to some of the Group's Spanish subsidiaries. This was due to the legislation with respect to value added tax which differs between the Spanish mainland and the Canary Islands. Since the originally conducted legal review in June and July 2023 there has not been any update with respect to this matter. There is a risk that such an upcoming tax audit results in additional taxes and penalties for Group Companies, which may have a negative impact on the Issuer's financial position and results.

General insurance risks

While the Group currently holds insurance coverage for its operation and assets, there is no guarantee that the Group will be able to maintain its insurance coverage on acceptable terms. If the Group is unable to maintain its insurance cover on terms acceptable to it, or if future business requirements exceed or fall outside the Group's insurance cover, or if the Group's provisions for uninsured costs are insufficient to cover the final costs, it may adversely impact the Group's operations, financial position, earnings and results.

Technical risks

Investments in solar and battery projects and management thereof always entail a technical risk related to the operations of the Group's assets, including, but not limited to, construction issues, hidden defects and damage (including through fire or other natural disasters). These types of technical problems could result in significant unforeseen costs relating to

any asset. If the assets encounter any technical issues in the future, this could substantially increase the costs relating to such assets, which could have a negative effect on the Group's operations, financial position, earnings and results.

Risks relating to lack of third-party valuation of the Group's assets

No third-party valuations of any assets owned by the Group Companies have been carried out. As such, any estimated values of any assets owned by a Group Company are uncertain and do not necessarily express a market value or obtainable sales value in relation to an external third-party buyer.

RISKS RELATING TO THE BONDS

Risks relating to limited transaction security and the value of the security package

Although the Issuer's obligations towards the Investors under the Bonds will be partially secured, there is a risk that the proceeds of any enforcement sale of the security assets would be insufficient to satisfy all amounts then owed to the Investors. In particular, any indicated value of the shares and assets that are subject to security in favour of the Investors is only an approximate value as per the issue date of the Bonds and that value could be significantly less upon an enforcement.

Each Investor should consider the risk that the security granted in respect of the Bonds might be ineffective in respect of any of the Issuer's obligations under the Bonds in the event the Issuer is declared bankrupt, enters into reconstruction proceedings or is liquidated.

Refinancing Risk

The Issuer will be required to refinance or repay the Bonds together with accrued interest within a short period after the contemplated Amendment. The Issuer's ability to successfully refinance or repay its debts may be dependent on the conditions of the loan and debt capital markets and its financial condition at such time. Even if the loan or debt capital markets improve, the Issuer's access to financing sources may not be available on favourable terms, or at all. The Issuer's inability to refinance its debt and interest obligations on favourable terms, or at all, could have a material adverse effect on the Issuer's business, financial condition and results of operations and on the Investors' recovery under the Bonds.

Risks relating to the clearing and settlement in Euroclear's book-entry system

The Bonds will be affiliated to Euroclear Sweden AB's ("Euroclear") account-based system, and no physical notes will be issued. Clearing and settlement relating to the Bonds is carried out within Euroclear's book-entry system as well as payment of interest and repayment of the principal. Investors are therefore dependent on the functionality of Euroclear's account-based system.

The market price of the Bonds may be volatile

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results and those of its competitors, adverse business developments, negative publicity, changes to the regulatory environment in which the Group operates, and the actual or expected sale of a large number of Bonds, as well as other factors.

Liquidity risks pertaining to the Bonds

The secondary market for the Bonds is expected to be illiquid. This may result in that it is difficult or impossible to sell the Bonds (at all or at reasonable terms). Lack of liquidity may have a negative impact on the market value of the Bonds.

Risks related to early redemption

Under the terms and conditions for the Bonds, the Investors have a right to request redemption of the Bonds in case of a change of control event. Moreover, if the contemplated Amendment is consented and agreed to, the Investors will consequently have the right to receive a redemption premium. There is however a risk that, at the time of redemption, the Issuer will lack sufficient funds to complete such redemption.

Risk factors (cont.)

Bondholders' meetings

In accordance with the terms and conditions for the Bonds, the Agent will represent all Bondholders in all matters relating to the Bonds, and the Bondholders are prevented from taking actions on their own against the Issuer. Consequently, individual Bondholders do not have the right to take legal actions to declare any default by claiming any payment from or enforcing any security granted by the Issuer and may therefore lack effective remedies unless and until a requisite majority of the Bondholders agree to take such action. However, the possibility that a Bondholder, in certain situations, could bring its own action against the Issuer (in breach of the terms and conditions for the Bonds) cannot be ruled out, which could negatively impact an acceleration of the Bonds or other action against the Issuer. To enable the Agent to represent Bondholders in court, the Bondholders may have to submit a written power of attorney for legal proceedings. The failure of all Bondholders to submit such a power of attorney could negatively affect the legal proceedings. Under the terms and conditions for the Bonds, the Agent will in some cases have the right to make decisions and take measures that bind all Bondholders. Consequently, the actions of the Agent in such matters could impact a Bondholder's rights under the terms and conditions for the Bonds in a manner that would be undesirable for some of the Bondholders.

The terms and conditions for the Bonds include certain provisions regarding Bondholders' meetings. Such meetings may be held in order to resolve on matters relating to the Bondholders' interests. The terms and conditions for the Bonds allow for stated majorities to bind all Bondholders, including Bondholders who have not taken part in the meeting and those who have voted differently to the required majority at a duly convened and conducted Bondholders' meeting. Consequently, the actions of the majority in such matters could impact a Bondholder's rights in a manner that would be undesirable for some of the Bondholders.

Change of law

The terms and conditions of the Bonds are governed by Swedish law. The Bonds are registered pursuant to Swedish securities laws. No assurance can be given as to the impact of any possible judicial decision or change to Swedish law or administrative practice after the date of the Amendment (as consented and agreed to).



Agenda

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Recap focuses on ESG-factors

- Recap focuses on enabling low-carbon energy sources for the C&I sector in the countries where it operates
- Consequently, Recap's business contributes to lowering the emissions of Recap's clients and to increasing the share of renewable, clean energy sources in Recap's markets
- Recap's solutions for renewable clean energy contribute to reducing greenhouse gas emissions and increasing the availability of sustainable energy for the C&I sector.
- Solutions for energy storage as well as for awareness and tips regarding the use of energy so that customers can reduce and optimize their energy use
- As the need for electricity and low emitting sources increase, renewable energy and energy storage solutions are becoming an even more important asset for businesses
- Recap's business is directly aligned with 6 of the Sustainable Development Goals, and indirectly contributes to several others.

Green bond framework and certification

- Recap established its green bond framework ("GBF") which will govern all green labeled financings
- The GBF covers aspects as how raised capital may be used as well as project selection, management and reporting standards
- The GBF has been certified by the Climate Bonds Initiative and is one of few certified frameworks in the Swedish capital markets and furthermore, it has been certified by the Norwegian consulting firm and verifier, Multiconsult



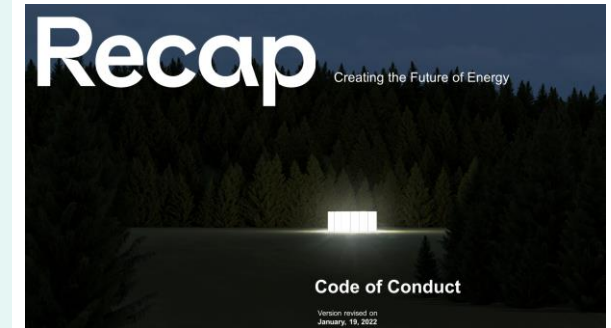
Code of conduct and anti-corruption policies

Code of conduct

- Recap is committed to the principles of transparency, work ethics, respect for stakeholders, accountability, respect for the rule of law, respect for international norms of behaviour and respect for human rights
- Recap applies these principles in its governance and in its relations with individuals, organizations and society at large. Recap provides clear guidelines to its staff and stakeholders on proper conduct regarding: Human rights, Labor practices, Environment, Fair operating practices, Client relations and Community
- Recap works actively with all employees in all countries where the company operates. Great emphasis is placed on having training and development of staff as well as having a sustainable and safe workplace for all employees
- Recap works to ensure that the entire company with all employees has a consensus on how the company should work and there are programs and events for the employees with the aim of making everyone have a pleasant workplace. Furthermore, Recap places high demands on its clients and values a long-term and sustainable collaboration. This involves having proper and accurate marketing, fact-based information and fair contract writing processes

Anti-corruption

- Recap has a developed way of working with anti-corruption measures, this involves working with a system to enable whistle-blowers and monitor payments to and from the company, increase awareness of this for employees and to cooperate with authorities and organizations with good intentions
- Recap works with 3 different levels of risk regarding corruption. **Macro-level**, where they analyse and observe risks at the level of overall economy and society; **middle-level**, where they focus on organizational factors such as leadership, organizational structure, human resources management and organizational culture; and **micro-level**, where they focus on individuals and their behaviours
- The most common paths for corruptions in the business segment is according to Recap: Dealing with grid connection, sector lobbying, corrupting the contracting party, bribery in exchange for more beneficial contracts and corruption in the procurement process



Frontpage from Recap's "Code of conduct"



Frontpage from Recap's "Anti-corruption manual"



Recap

Creating the Future of Energy