

Stockholm, 12 September 2024

To the Bondholders in:

**ISIN: SE0016049043 (SEK) and SE0016074058 (EUR) – Mathesa Investments AB (publ) (the “Issuer”) up to SEK 750,000,000 (or its equivalent in EUR) Senior Secured Fixed Rate Bonds 2021/2025 (the “Bonds”)**

#### **NOTICE OF EVENT OF DEFAULT**

**This notice of event of default has been sent on 12 September 2024 to the Bondholders directly registered in the debt register kept by the CSD. If you are an authorised nominee under the CSD and the Financial Instruments Accounts Act or if you otherwise hold Bonds on behalf of someone else on a securities account, please forward this notice to the Bondholder you represent as soon as possible.**

Reference is made to the Issuer’s senior secured fixed rate bonds 2021/2025, governed by the terms and conditions dated June 4, 2021 (as amended and restated from time to time) (the “**Terms and Conditions**”). As of the date of this notice, the total issued amount under the SEK ISIN is SEK 133,350,000 and under the EUR ISIN is EUR 18,900,000. All capitalized terms used herein and not otherwise defined in this notice shall have the meanings assigned to them in the Terms and Conditions.

Reference is also made to the SEK 356,000,000 facility agreement originally dated 25 November 2019 as amended by an amendment agreement dated 16 October 2020, an amendment agreement dated 23 June 2021 and an amendment agreement dated 11 April 2024 between the Issuer’s subsidiary Mathesa Bostadsbolaget AB (publ) (the “**Borrower**”) as borrower, SPP Pension & Försäkring AB (publ) (the “**Lender**”) as original lender and Nordic Trustee AS (the “**Facility Agent**”) as facility agent and security agent (the “**Facility Agreement**”).

The Agent has been notified by the Issuer that, on September 4, 2024, the Lender, along with the Facility Agent under the Facility Agreement, issued an Acceleration Notice and enforced the pledges over the Borrower’s subsidiaries, including the property-owning entities. Subsequently, the Lender has transferred all assets of the Borrower to a newly established special purpose vehicle (SPV) that is wholly owned by the Lender. The intention is to carry out a sales process of the assets.

The Agent hereby notifies all Bondholders that the event of default under the Facility Agreement and subsequent enforcement of the Borrower's assets constitute several events of default under Clause 14 of the Terms and Conditions, inter alia Clause 14.3 (*Cross-payment default and Cross-acceleration*) and 14.4 (*Insolvency*). Pursuant to Clause 14.10(c), the Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent has actual knowledge of the occurrence and continuation of such Event of Default.

Furthermore, the Agent seeks instructions on how to act in this situation and encourages Bondholders to contact the Agent in order to establish a bondholder’s committee to provide instructions to the Agent on the appropriate course of action in response to the current situation.

For questions in relation to this notice, please contact the Agent at [trustee@intertrustgroup.com](mailto:trustee@intertrustgroup.com).

Yours faithfully,

**Intertrust (Sweden) AB, the Agent**