

Notice of second written procedure for bonds issued by CapRate Campus 4 AB

To the holders of the up to SEK 155,000,000 (or its equivalent in NOK and EUR) Senior Secured Callable Fixed Rate Bonds 2017/2020 with ISIN SE0010101782, NO0010808090 and SE0010442269 (the "Bonds") issued by CapRate Campus 4 AB (the "Issuer") on 15 December 2017.

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 "Trustee") to direct registered owners and registered authorised nominees (förvaltare) of the Bonds recorded as of 27 June 2022 on a Securities Account with Verdipapirscentralen ASA and in the debt ledger produced by Euroclear Sweden. If you are an authorised nominee under the Norwegian Securities Register Act of 2002 no.64 (NW. Verdipapirregisterloven) or 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 3 June 2022, a notice of written procedure was sent to the Bondholders, regarding the Proposal (as defined below) (the "First Written Procedure"). The voting period expired on 23 June 2022. The number of votes obtained provide to be insufficient in order to form a quorum. However, pursuant to the Terms and Conditions, the Issuer retains a right in these cases to call for a second Written Procedure where the quorum requirement does not apply.

On behalf of and as requested by the Issuer, the Trustee, acting in its capacity as Trustee for the Bondholders under the Terms and Conditions, hereby initiates a second written procedure (the "Second Written Procedure" and together with the First Written Procedure referred to as the "Written Procedures"), whereby the Bondholders can approve or reject a proposal from the Issuer for a prolongation of the maturity of the Bonds as well certain amendments to the Terms and Conditions. The proposal by the Issuer (the "Proposal") and the background thereto is described in Section A (*Background and Proposal*).

Eligible votes received by the Trustee in the First Written Procedure are valid in the Second Written Procedure, provided that the voting Bondholders have so agreed by ticking the appropriate box in the voting form in the First Written Procedure. If a Bondholder did not approve that the Bondholder's vote should be valid in a second Written Procedure, the Bondholder has to submit a new voting form in this Second Written Procedure.

NO DUE DILIGENCE CARRIED OUT IN CONNECTION WITH THIS WRITTEN PROCEDURES

Please note that no due diligence whatsoever (legal, financial, tax, environment or otherwise) has been carried out by the Trustee or any of its advisors or any other person for the purposes of the Written Procedures or with respect to the Issuer or its assets, why this notice for the Written Procedure does not contain any risk factors or other disclosures with respect to the Issuer or its assets that have been produced as a result of any such due diligence. There may thus be risks related to the Proposal set out below which could have a material negative impact on the Bondholders' prospects of recovery under the Bonds and each Bondholder is solely responsible for making its own assessment of the Proposal before participating in the Written Procedures.

Please note that the Proposal entails, amongst others and not limited to, the following risks:

- The process of constructing the student apartments on the Student Apartment Property and the renovation of the Commercial Property (each as described below) has not yet been commenced and there could be delays and change of market conditions which could lead to an un-satisfactory outcome with respect to the subsequent sale of the student apartments and the Commercial Property.
- Property developments are subject to a number of permits and regulatory requirements that could delay the contemplated construction projects.
- The Issuer's ability to successfully refinance the Bonds is dependent on the conditions of the debt capital markets and its financial condition at such time. The Issuer's inability to refinance the Bonds on favourable terms, or at all, will prevent the Issuer from repaying the Bonds at maturity.

LIMITATION OF LIABILITY OF THE TRUSTEE

The Proposal is presented to the Bondholders by the Trustee on behalf of the Issuer, without any evaluation, advice or recommendations from the Trustee to the Bondholders whatsoever. The Trustee has not assessed the Proposal (and its effects, should it be adopted) from a legal, commercial, financial or other perspective and the Trustee expressly disclaims any liability whatsoever related to the content of this notice and the Proposal (and its effects, should it be adopted). The Trustee has assumed that documentation and other evidence delivered to it pursuant the Proposal is accurate, correct and complete and the Trustee 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 Trustee, 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 REQUEST

Before making a decision, each Bondholder is advised to carefully review the content of this document, the Proposal set out in Paragraph 2 of Section A (*Background and Proposal*) below and the proposed resolutions set out in Paragraph 4 of Section A (*Background and Proposal*) below and the limitation of liability of the Trustee provision set out above. If a Bondholder is uncertain as to the content and significance of this document and the measures the Bondholder should take, the Bondholder is advised to consult its own legal, tax or financial adviser for this purpose. The Trustee will not, and is under no obligation to, update this document.

PARTICIPATION IN THE WRITTEN PROCEDURE

Bondholders may participate in the Second Written Procedure by completing and sending the voting form attached below to the Trustee. The Trustee must **receive the voting form no later than by 12.00 (CET) on 14 July 2022** by mail, via courier or e-mail to the addresses indicated below. Votes received thereafter will be disregarded. Please note that the Second Written Procedure may expire early if the requisite majority consents of the total Adjusted Nominal Amount have been received before 14 July 2022.

To be eligible to participate in the Second Written Procedure a person must fulfil the formal criteria for being a Bondholder on 27 June 2022 (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): **27 June 2022**

Last time and day to vote: **12.00 CET on 14 July 2022**

A. Background and Proposal

1. Background

The group of companies consisting of CapRate Malmö 1 AB ("**CapRate**"), CapRate Campus 1 AB, CapRate Campus 2 AB, CapRate Campus 3 AB, the Issuer and Slottskajen Fastigheter AB is, together with any additional fully-owned subsidiary of any of CapRate, CapRate Campus 1 AB, CapRate Campus 2 AB, CapRate Campus 3 AB, the Issuer, or Slottskajen Fastigheter AB from time to time, referred to as the "**CapRate Group**".

The Issuer has in December 2021 extended the Final Maturity Date to 15 June 2022.

The Bonds are secured directly by a mortgage of SEK 180,000,000 within SEK 180,000,000 over the property Malmö Katrinelund 29 (the "**Commercial Property**").

A large Bondholder representing approximately 28 per cent of the Total Nominal Amount has agreed on the amendments to the Terms and Conditions as described in this Proposal.

2. Proposal

2.1 Summary of CapRate's offer

The main assets of the CapRate Group comprise the Commercial Property and the 3D property Malmö Katrinelund 30 (the "**Student Apartment Property**", together with the Commercial Property, the "**Properties**"). The Student Apartment Property currently only comprise building rights and some additional planning and subsequently construction remains to be carried out before any value can be created. The CapRate Group has an intention to construct additional storeys on the Student Apartment Property and to carry out certain renovation works on the Commercial Property. After the completion of such construction and renovation works, the CapRate Group intends to transfer the Properties to a purchaser outside the CapRate Group. Alternatively, the CapRate Group will transfer the Properties to a pension fund or other long-term investor prior to completion of the project, which long-term investor then will procure that the project is completed, likely in collaboration with the CapRate Group (forward funding).

In summary, the Issuer is asking the Bondholders to approve of a prolongation of the Final Maturity Date in order to be able to procure a new lender that will refinance the Bonds in full.

As consideration for the Bondholders' approval of the Proposal, the Issuer is offering to pay interest quarterly and up front (the interest payment for 15 June 2022 will be paid on such other date as agreed between the Issuer and the Trustee), 15 September 2022, 15 December 2022 and 15 March 2023 in an amount corresponding to 7,5 % per annum on the Bonds, with closing and first interest payment on a date as agreed between the Issuer and the Trustee (the "**Closing Date**"). In addition, the Issuer is offering to repay the Bonds at a price per Bond equal to (i) 106 per cent of the Nominal Amount if repayment is made before or on 15 December 2022 and (ii) 109 per cent of the Nominal Amount if repayment is made after 15 December 2022 but before or on 15 June 2023 (the "**Prolonged Final Maturity Date**"). It shall be noted that the Issuer intends to refinance the Bonds in full prior to the Prolonged Final Maturity Date, although it cannot be guaranteed.

Please note that the information in the Proposal are non-binding and any numbers presented therein are rough estimates of the management and shall not be relied upon and cannot be guaranteed.

2.2 Amendments to the Terms and Conditions

In order to be able to carry out the transaction contemplated by the Proposal, the following amendments to the Terms and Conditions are being proposed:

- (i) to prolong the Final Maturity Date until 15 June 2023 provided that interest is paid up front every quarter; and

- (ii) to adjust the repayment provisions so that the Bonds shall be redeemed at a price per Bond equal to (i) 106 per cent of the Nominal Amount if repayment is made before or on 15 December 2022 and (ii) 109 per cent of the Nominal Amount if repayment is made on the Prolonged Final Maturity Date.

3. Consequences of not accepting the Proposal

The financial position of the Issuer is currently such that the board of directors of the Issuer would likely be under an obligation to file for bankruptcy of the Issuer should the Bondholders reject the Proposal. In a bankruptcy scenario, the future operations of the bankruptcy estate will be handed over to a bankruptcy administrator who would liquidate the assets of the estate to pay off the liabilities. Currently, the liabilities of the Issuer materially exceed its assets. Further, all costs and expenses of the bankruptcy administrator will need to be covered by the assets of the bankruptcy estate. A bankruptcy scenario will thus result in a severe capital impairment for the Bondholders.

4. Request for approval and consents

The Issuer hereby kindly asks the Bondholders to:

1. approve and consent to the Proposal set out above;
2. irrevocably and unconditionally waive any Event of Default that has or may occur due to the Issuer failing to pay an amount on the date it is due in accordance with the Finance Documents for the period between the date of the notice of the First Written Procedure and the first interest payment on a date agreed between the Trustee and the Issuer in writing;
3. approve and consent to the amendments to the Terms and Conditions, reflecting the Proposal and as described in Section 2.2 (*Amendments to the Terms and Conditions*) above;
4. authorize the Trustee to, on behalf of the Bondholders, execute and enter any documents that may be necessary to enter into in connection with the Proposal including any consequential and minor amendments (not mentioned above) to the Terms and Conditions to facilitate the Proposal and not being materially detrimental to the interest of the Bondholders and to receive payments on behalf of the Bondholders pursuant to the Proposal;
5. to authorize the Trustee to compensate any advisor engaged by the Trustee in connection with the Written Procedures; and
6. to acknowledge the limitation of liability set out in above under the heading "LIMITATION OF LIABILITY OF THE TRUSTEE" and waive any rights or claims against the Trustee by reason of the tasks performed in connection with the consummation of the Proposal.

The requests set out in paragraph 1-6 above are jointly referred to as the "**Request**".

B. Decision procedure

The Trustee will determine whether replies received are eligible to participate in the Second Written Procedure, continuously calculate the replies provided in respect of the Request and determine the result of the Second 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 Second Written Procedure have been received by the Trustee, the relevant decision shall be deemed to be adopted, even if the time period for replies in the Second Written Procedure has not yet expired.

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

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

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

Voting rights with SEK and EUR denominated Bonds (Euroclear)

Anyone who wishes to participate in the Second 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 Senior 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.

Voting rights with NOK denominated Bonds (VPS)

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

- (i) be registered on the Securities Account as a direct registered owner; or
- (ii) be registered on the Securities Account as authorised nominee,

with respect to one or several Bonds.

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

1. Directly registered owners can vote via VPS Investortjenester. (Only applicable for Norwegian holders with VPS account in Norway).
2. You can ask the authorized nominee or other intermediary that holds the Bonds on your behalf to vote on your behalf as instructed by you. If the Bonds are held in custody - i.e. the owner is not registered directly in the VPS - the custodian must confirm: (i) the ultimate owner of the Bonds, (ii) the aggregate nominal amount of the Bonds; and (iii) the account number in VPS on which the Bonds are registered.
3. The individual Bondholder may authorize the Trustee to vote on its behalf, in which case the Bondholder's Form (PART 2. Voting slip) also serves as a proxy. A duly signed Bondholder's Form, authorizing the Bond Trustee to vote, must then be returned to the Trustee in due time before last day for replies (by scanned e-mail, courier or post).
4. You can obtain a power of attorney or other authorization (proof of ownership) from the authorized nominee or other intermediary and send in your own voting form based on the authorization. A duly signed Voting Form (Schedule 1), authorizing the Trustee to vote, must then be returned to the Trustee in due time before last day for replies (by scanned e-mail, courier or

post). 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).

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 Trustee recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Second 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

No quorum requirement applies to this Second Written Procedure pursuant to Clause 14(j) of the Terms and Conditions.

Majority

Pursuant to Clause 14(g) 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 Second Written Procedure must consent to the Request in order for it to be approved.

Final date to vote in the Second Written Procedure

The Trustee must have received the votes by mail, courier or e-mail to the address indicated below no later than by **12.00 (CET) on 14 July 2022**. Votes received thereafter will be disregarded.

Address for sending replies

By regular mail:

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

By courier:

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

By e-mail:

trustee@intertrustgroup.com

VOTING FORM

To the holders of the up to SEK 155,000,000 (or its equivalent in NOK and EUR) Senior Secured Callable Fixed Rate Bonds 2017/2020 with ISIN SE0010101782, NO0010808090 and SE0010442269 (the "Bonds") issued by Malmö Katrinelund 27 AB (publ) (the "Issuer") on 15 December 2017.

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

Reply

Name of person/entity voting: _____

Nominal Amount and currency voted for: _____

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

A) Approve

B) Reject

C) Refrain from voting

with respect to the Request.

Signature

Name in print:

Contact information

Email:

Tel:

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

POWER OF ATTORNEY/AUTHORISATION¹

To the holders of the up to SEK 155,000,000 (or its equivalent in NOK and EUR) Senior Secured Callable Fixed Rate Bonds 2017/2020 with ISIN SE0010101782, NO0010808090 and SE0010442269 (the "Bonds") issued by Malmö Katrinelund 27 AB (publ) (the "Issuer") on 15 December 2017 in relation to the Second Written Procedure initiated on 27 June 2022

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: CapRate Campus4 AB, Peter Schunk
peter.schunk@caprate.de, +49 1721643787

To the Trustee: Intertrust (Sweden) AB, Kristofer Nivenius,
trustee@intertrustgroup.com, +46 – 70 688 1910

Stockholm on 27 June 2022

Intertrust (Sweden) AB

as Trustee