

To the bondholders in:

ISIN: SE0006027843 - Nordlys AB (publ) maximum SEK 750,000,000 Senior Secured Callable Floating Rate Bonds 2014/2018

Stockholm, 9 June 2017

NOTICE OF WRITTEN PROCEDURE - REQUEST OF APPROVAL OF TRANSACTION, WAIVERS AND AMENDMENTS AND RESTATEMENT TO THE TERMS AND CONDITIONS OF THE BONDS

This voting request for procedure in writing has been sent on 9 June 2017 to holders directly registered in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 8.3 (*Voting rights and authorisation*).

Intertrust Sweden AB acts as agent (the “**Agent**”) for the holders of the bonds (the “**Bondholders**”) in the above mentioned bond issue ISIN SE0006027843 (with an aggregated amount outstanding of SEK 723,100,500 and the total number of Bonds is 750) (the “**Bonds**”) issued by Nordlys AB (publ) (the “**Current Issuer**”). In its capacity as Agent, and as requested by the Current Issuer, the Agent hereby convenes the Bondholders to a Written Procedure, whereby Bondholders can vote for or against the Current Issuer’s Request (as defined below).

All capitalized terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds dated 12 September 2014 (the “**Terms and Conditions**”).

Bondholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”), if the Bonds are held in custody other than by the CSD, to the Agent. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate. Powers of attorney to vote which comply with the provisions in Clause 17 of the Terms and Conditions is also accepted if you wish another person to vote for you.

The Agent must receive the Voting Form no later than 17:00 (CET) on 29 June 2017 either by regular mail, courier or email to the Agent using the contact details

set out in Clause 8.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 16 June 2017 (the “**Record Date**”). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

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

1 BACKGROUND

1.1 Hemfosa Fastigheter AB (publ) (“**Hemfosa**”) has entered into an agreement to acquire all shares in Galladen Holding AB (“**New Issuer**”) (the “**Transaction**”). The New Issuer is a wholly owned subsidiary of the Current Issuer and will, prior to admittance to Nasdaq Stockholm, be converted into a public limited liability company under the company name Galladen Holding AB (publ). The agreed property value for the properties currently owned by the New Issuer and its subsidiaries amounts to SEK 753,000,000. It is agreed between Hemfosa, the Current Issuer and the New Issuer that the New Issuer shall assume all rights and obligations under the Bonds as part of the Transaction. In doing so the New Issuer, after a set-off against the Current Issuer’s claims against the New Issuer, will have a claim against the Current Issuer. The net proceeds from the Transaction, together with cash contributions from the Current Issuer, shall be used for a *pro rata* amortisation of the Bonds of, in aggregate, SEK 250,000,000 (the “**Amortisation**” or “**Amortisation Amount**”) together with a Consent Fee (as defined below). An irrevocable notice regarding the Amortisation and payment of the Consent Fee (as defined below) shall be submitted to the CSD on the Closing Date. The Amortisation Amount and the Consent Fee (as defined below) shall be credited to the New Issuer’s Deposit Account (as such term is defined in the New Terms and Conditions (as defined below)) to be transferred to the New Issuer’s bank account affiliated to the CSD (the “**Affiliation Account**”) not earlier than ten (10) Business Days after the Closing Date. The Amortisation together with the payment of the Consent Fee (as defined below) will be made by the CSD twelve (12) Business Days after the Closing Date (or such later date as is required for

technical reasons by the CSD) to the Bondholders which on the seventh (7th) Business Day after the Closing Date are registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to such Bonds.

- 1.2 Closing of the Transaction is planned to take place no later than 30 June 2017 but may take place earlier or later as agreed between Hemfosa and the Current Issuer (the “**Closing Date**”). A condition to closing the Transaction is that the Terms and Conditions are amended and restated in accordance with the Request defined below. Subject to the successful completion of the Transaction, Hemfosa will become the parent company of the New Issuer and guarantor under the existing bond in accordance with the terms of the New Terms and Conditions (as defined below).
- 1.3 Hemfosa is a Swedish real estate company which operates in the field of long-term management and development of primarily community service properties as well as in the field of property transactions. Hemfosa’s business model enables the development of a balanced property portfolio generating stable and high yields, which, in turn, provides for further growth. A majority of the properties of the property portfolio are located in Sweden (84 % of market value). The ordinary and preferential shares of Hemfosa are listed since March 2014 and March 2015 respectively, both at Nasdaq Stockholm.
- 1.4 The New Issuer will assume the status as issuer and it is proposed to amend and restate the Terms and Conditions as further outlined below (the “**Amendments**” and the “**New Terms and Conditions**”).
- 1.5 The purpose of this Notice is to obtain the Bondholders’ consent to the Transaction, the Waiver and the Amendments including the New Terms and Conditions. A consent fee of in aggregate SEK 12,642,361 will be payable *pro rata* to each Bond to the Bondholders (for the avoidance of doubt, such amount consists of a Make Whole Amount calculated on the Amortisation Amount and includes Interest) (the “**Consent Fee**”) who on the seventh (7th) Business Day after the Closing Date are registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to such Bonds.
- 1.6 The amortisation per Bond will amount to SEK 333,333 and the Consent Fee attributable to each Bond will amount to SEK 16,856. After the

Amortisation, the remaining aggregate outstanding amount under the Bonds will amount to SEK 473,100,500.

2 AMENDMENT TO TERMS AND CONDITIONS

The proposed New Terms and Conditions are attached hereto as Schedule 3, in a mark-up version, showing the amendments made to the Terms and Conditions. Minor additional amendments may be proposed due to discrepancies in format between the Terms and Conditions and the New Terms and Conditions. The most important amendments are however outlined below.

2.1 New Issuer

As set out in Section 1 (*Background*) of this Notice, the New Issuer will replace the Current Issuer as Issuer under the Bonds. The New Issuer will thus assume all rights and obligations under the Terms and Conditions as amended and restated by the New Terms and Conditions with effect from the Closing Date. Provided that the Request (as defined below) has been approved by the Bondholders, The Agent has consented to the transfer of the Current Issuer's rights and obligations under the Agent Agreement to the New Issuer with effect as of the Closing Date.

2.2 Nominal Amount

Prior to the Amortisation further explained under paragraph (b) of Clause 3 (*Waiver*), the Nominal Amount of each Bond is SEK 964,134. Following the Amortisation, the Nominal Amount of each Bond will amount to SEK 630,801.

2.3 Transaction security

Pursuant to the Terms and Conditions, the Issuer and the other Obligors have granted security and issued guarantees for the Issuer's due and punctual fulfilment of the Secured Obligations. The current security package consists of pledge over the shares in certain Subsidiaries, pledge over mortgage certificates, pledge over certain bank accounts as well as pledge over intra-group loans whereby the Bonds proceeds have been on lent within the group.

In the replacement of the Current Issuer as Issuer by the New Issuer, it is proposed that the Bonds remain secured. The relevant Group Companies and/or Hemfosa (as applicable) shall pledge to the Agent and the Bondholders first ranking security alternatively the existing security shall remain in place where possible. Hemfosa is to grant new security consisting of a share pledge agreement over all of the shares in the New

Issuer and a guarantee agreement under which Hemfosa, with effect as of the Closing Date, provides an unconditional and irrevocable guarantee to the Agent and each Bondholder, as for its own debts, to assure the full and punctual performance by the New Issuer or the Group (as applicable) of the Guaranteed Obligations (the “**Guarantee**”). The New Issuer is to grant new security consisting of a Deposit Account Pledge Agreement relating to the Deposit Account (as defined in the New Terms and Conditions) of the New Issuer and the New Issuer shall replace the Issuer as pledgor under the existing pledge under the Intercompany Loans Pledge Agreement (except for security which shall be released pursuant to the below). The New Issuer shall ensure that such granting of new security shall take place on or before the Closing Date.

By reason of the aforementioned, the security under the existing Galliaden Holding Share Pledge Agreement, the Finnish Share Pledge Agreements, the Finnish Mortgage Certificates Pledge Agreement and the Intercompany Loans Pledge Agreements (but only relating to Intercompany Loans provided to the New Issuer, Ausade Holding OY and Turku Ausade Hotelli OY), the Deposit Account Pledge Agreement regarding the Deposit Account held by the Current Issuer will be released (the “**Release of Security**”).

2.4 **Special undertakings**

Several undertakings under the Terms and Conditions are customary in connection with an issue of secured bonds. In order for the New Issuer to pursue its business in the ongoing manner, the New Issuer requests, *inter alia*, the following amendments to the Terms and Conditions:

- (a) There shall be no restrictions on making any distributions including but not limited to dividends, repay principal or interest under any shareholder loans and other transfers of value or similar distributions. As comfort to the Bondholders for removing the restriction on distributions, Hemfosa provides the Guarantee.
- (b) The New Terms and Conditions shall not render any substantial changes in the general nature of the business as carried out by the Group as of the date of the New Terms and Conditions.
- (c) The New Issuer and the Property Company may at no point be disposed of unless they would merge with each other and such would not have a Material Adverse Effect.

- (d) There shall be no obligation to amortise under the Bonds. As mentioned above under Section 1 (*Background*) the outstanding amount under the Bonds will be partially prepaid with the Amortisation thus reducing the outstanding amount significantly. In addition, the Bondholders will benefit from further security in form of the Guarantee provided by Hemfosa and the share pledge over the shares in the Issuer thus providing further comfort. Hence, a removal of the obligation to amortise minor amounts seems appropriate.
- (e) There shall be no obligation to provide a Valuation Report.
- (f) The remainder of the Special Undertakings remains, in all material respects, the same.

2.5 **Interest rate**

The Interest Rate to remain at STIBOR (3 months) plus 5.75 per cent. *per annum*.

2.6 **Financial covenants/Maintenance Test**

The Property Value shall no longer be determined in accordance with a Valuation Report but shall be the market value (Sw. *marknadsvärde*) according to the latest consolidated Financial Report adjusted for any investments in and depreciations of the Properties.

No other material change is proposed. Covenant levels to remain the same.

2.7 **Redemption and repurchase of the bonds/Amortisation**

No material change is proposed other than that the Amortisation will be made as further described under paragraph (b) of Clause 3 (*Waiver*).

2.8 **Change of control**

A Change of Control Event shall only occur if Hemfosa directly or indirectly ceases to own or control more than fifty (50) per cent. of the shares and votes of the Issuer.

2.9 **Other changes**

The other changes set out in the New Terms and Conditions are mainly of a technical and/or drafting nature.

3 WAIVER

Notwithstanding any other regulations under the Terms and Conditions and/or the New Terms and Conditions, the Issuer proposes that the requests set out below are approved by the Bondholders.

- (a) On the Closing Date:
 - (i) the Transaction shall be completed which shall, for the avoidance of doubt, entail that no right to claim mandatory prepayment due to a Change of Control Event is triggered; and
 - (ii) the Release of Security shall be made.
- (b) Within twelve (12) Business Days after the Closing Date (or such later date as is required for technical reasons by the CSD), the Amortisation and payment of the Consent Fee shall be made *pro rata* to each Bond together with accrued but unpaid Interest up to and including the Closing Date and, for the avoidance of doubt, any Interest accruing after the Closing Date under the New Terms and Conditions shall be calculated on the outstanding amount following the Amortisation and be charged to the New Issuer.
- (c) During the period from the Closing Date up to the date on which the Amortisation and payment of Consent Fee are made, (i) an amount equal to the Amortisation Amount shall be deducted from Net Interest Bearing Debt when calculating Net Interest Bearing Debt to Property Value and (ii) any interest paid during the Relevant Period relating to the Amortisation Amount shall be deducted from Net Interest Expense when calculating Interest Coverage Ratio. There shall be no other breach of the Maintenance Test by reason of that the Amortisation has not been made.

4 CONSENT FEE

In consideration for the extended flexibility provided under the New Terms and Conditions and for the change of Issuer, the Current Issuer offers the Bondholders who, on the seventh (7th) Business Day after the Closing Date, are registered on a Securities Account with the CSD, as a direct registered owner (Sw: *direktregistrerad ägare*) or authorised nominee (Sw: *förvaltare*) the Consent Fee payable on the twelfth (12th) Business Day after the Closing Date (or such later date as is required for technical reasons by the CSD) provided that the Request (as defined

below) has been approved by the Bondholders. For the avoidance of doubt, the Consent Fee consists of a Make Whole Amount calculated on the Amortisation Amount and includes Interest. No other payments in relation to the Amortisation Amount will be made or will accrue after the Closing Date.

5 EFFECTIVE DATE

The waivers set out in Clause 3 (*Waiver*) (the “**Waivers**”) and the Amendments together with the New Terms and Conditions shall take effect on the Closing Date provided that:

- (a) the New Issuer has been affiliated to the CSD as issuer to issue securities;
- (b) the New Issuer has been admitted to Nasdaq Stockholm as issuer to list securities on the regulated market of Nasdaq Stockholm;
- (c) the Guarantee has been granted by Hemfosa;
- (d) the Current Issuer and the New Issuer shall have procured that an amount corresponding to the Amortisation Amount and the Consent Fee is credited to the New Issuer’s Deposit Account; and
- (e) an instruction has been submitted to the CSD on the Closing Date instructing it to carry out the Amortisation from the New Issuer’s Affiliation Account including payment of the Consent Fee within twelve (12) Business Days from the Closing Date.

6 CONSENT

We kindly ask the Bondholders to confirm that the Bondholders agree to consent to the Transaction, the Amendments, the Waivers and to replace the Terms and Conditions with the New Terms and Conditions, the (“**Request**”).

7 NON-RELIANCE

The Request is presented to the Bondholders without evaluation or recommendations from the Agent. The Bondholders must independently evaluate whether the Request is acceptable or not.

8 THE WRITTEN PROCEDURE

The following instructions need to be adhered to under the Written Procedure.

8.1 Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 17:00 (CET), 29 June 2017. Votes received thereafter may be disregarded.

8.2 **Decision procedure**

The Agent will determine if received replies are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decisions taken under the Written Procedure will be sent by notice to the Bondholders and be published on the websites of the Issuer and the Agent.

A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure or not.

8.3 **Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date (16 June 2017) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account;
or
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds.

8.4 **Bonds registered with a nominee**

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

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

Bondholders, starting with the intermediary that is registered in the debt register as a holder of the Securities Account as authorised nominee or direct registered owner.

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

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

8.5 **Quorum**

To approve the Request, Bondholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must reply to the request under the Written Procedure in order to form a quorum.

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.

8.6 **Majority**

Three quarters (3/4) of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Request.

8.7 **Address for sending replies**

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Bonds are held in custody other than the CSD, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Intertrust (Sweden) AB
Attn: Written Procedure
P.O. Box 16285
SE-103 25 Stockholm

By courier:

Intertrust (Sweden) AB
Attn: Written Procedure Nordlys AB (publ)
Sveavägen 9
SE-111 57 Stockholm

By email:

E-mail: trustee@intertrustgroup.com

8.8 FURTHER INFORMATION

For further questions to the Agent, regarding the administration of the Written Procedure please contact the Agent (Kristofer Nivenius) at trustee@intertrustgroup.com or +46 70 688 1910.

For questions relating to the Amendments and the New Terms and Conditions, please contact either Kristoffer Öhrn at Kristoffer.Ohrn@abgsc.se or Mikael Borg at Mikael.Borg@gda.se or Sofie Viktorsson at Sofie.Viktorsson@gda.se.

Stockholm, 9 June 2017
INTERTRUST (SWEDEN) AB
As Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation
Schedule 3	New Terms and Conditions