

**Notice of Written Procedure for senior secured bonds issued by Hancap AB (publ)**  
 Stockholm, 13 March 2019

**To the holders of the up to SEK 650,000,000 (or its equivalent in NOK or USD) senior secured bonds due 2019 with SEK ISIN NO 0010769276, NOK ISIN NO 0010769284 and USD ISIN NO 0010769292 (the "Bonds") issued by Hancap AB (publ) (the "Issuer") with first issue date on 11 October 2016.**

*Capitalized terms not otherwise defined in this notice shall have the meaning given to them in the terms and conditions relating to the Bonds originally dated 10 October 2016 (as amended and restated from time to time) (the "**Terms and Conditions**").*

**This notice will be sent by Intertrust (Sweden) AB (the "Trustee") on 13 March 2019 to direct registered owners and registered authorised nominees of the Bonds. This voting request has also been published on the websites of the Issuer and the Trustee, in accordance with the Terms and Conditions. If you are an authorised nominee under the Norwegian Securities Register Act of 2002 no.64 (NW. *Verdipapirregisterloven*) 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.**

Intertrust (Sweden) AB is acting as Trustee on behalf of the Bondholders under the Terms and Conditions.

At the request of the Issuer, the Trustee, acting in its capacity as trustee 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 to amend and restate the Terms and Conditions and provide certain consents and waivers under the Terms and Conditions. The request and the background thereto is described in section A (Request) below.

The Request (as defined in section A (Request)) is presented to the Bondholders without evaluation, advice or recommendations from the Agent. The Agent has not reviewed or assessed this Notice to a Written Procedure or the Request (and their effects, should it be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice to a Written Procedure or the Request (and their effects, should it be adopted). The Bondholders must independently evaluate whether the above Request (and its effects) is acceptable or not.

**All Bondholders are strongly encouraged to review and consider the Request including the Risk Factors attached hereto as Schedule 4.**

Bondholders may participate in the Written Procedure by voting through VPS, through your nominees or by completing and sending the voting form attached to this notice in Schedule 1 to the Trustee. The Trustee must **receive the voting form no later than by 12.00 (CET) on 1 April 2019** by regular mail, via courier or e-mail to the addresses indicated below under section B (*Address for sending replies*). 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 **1 April 2019**.

To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Bondholder on **19 March 2019** (the "**Record Date**"). This means that the person must be registered on a Securities Account with Verdipapirsentralen ASA as a direct registered owner (*Sw. direktregistrerad ägare*) or authorised nominee (*Sw. 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, substantially in the form as attached hereto as Schedule 2. 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.

## A. Request

### **Background**

Hancap AB (publ) (**the "Issuer"**) issued a press release on 8 January 2019 including information on planned restructuring activities. On 10 January 2019 the Issuer published that interest payments on the bonds would be postponed from 11 January 2019 until 17 January 2019. On 6 February 2019 Nasdaq First North decided to suspend trading of the Issuers listed bonds and preferential shares class A. On 8 February 2019 the Issuer press released that it had mandated Jool Markets as a financial advisor to assist the Issuer in the process of securing its need for working capital on a short- and long term basis.

The Issuer has today announced by way of a press release (the "**Press Release**") a restructuring plan which involves certain amendments and waivers to the terms and conditions. This Request consists of four separate parts, which are resolved upon by the Bondholders as one single resolution. The first part relates to a partial redemption of Bonds against payment by way of issuing preference shares (Class D) in the Issuer (the "**Bond Set-Off**"), to be effective upon certain conditions specified below occurring. The second part relates to a permanent amendment to the Terms and Conditions (the "**Amendment Request**"), also effective subject to certain conditions specified below occurring. The third part relates to an interim waiver of the interest payment to be made on the Interest Payment date falling on 11 April 2019 and any default outstanding under the Terms and Conditions which shall be in effect from the date that this Written Procedure is approved until the conditions for the Amendment Request and the Bond Set-Off has been fulfilled however not longer than up until 28 May 2019 (the "**Waiver Request**"). The fourth part consists of authorization to the Agent to enable the Request.

### **Proposal**

The main terms of the proposal can in short be summarized as follows:

- Conversion of approximately SEK 234 670 000, NOK 70 670 000 and USD 467 000 bond debt to equity for SEK Bonds, NOK Bonds and USD Bonds respectively. The conversion will be against equity in a new share class Preferential Share Class D that will be issued with semi-annual dividends after a 24-month dividend holiday period on terms as further described below under 1(a) Preferential Share Class D.
- Amendments of the terms of the remaining approximately SEK 117 330 000, NOK 35 330 000 and USD 233 000 SEK Bonds, NOK Bonds respectively USD Bonds as set out in Schedule 3 including but not limited to amendment of the interest (5 % to be paid in cash and 5 % to be capitalised (payment in kind)), ability to incur up to SEK 200,000,000 (or its equivalent in other currencies) as super senior debt which will rank ahead of the Bonds pursuant to the terms set out in the Intercreditor Term Sheet (as defined below), extended maturity date, amended interest payments date, amendments to restrictions on debt, amended negative pledge and removal of financial covenants.

In order to achieve the objectives of the restructuring described in the Press Release, the Issuer hereby requests that Bondholders approve the Bond Set-Off and waive certain provisions and amend the Terms and Conditions as follows:

## **1. The Bond Set-Off**

### **(a) Preferential Share Class D**

The Issuer requests that the Bondholders approve to set off of approximate 2/3 of Total Nominal Amount (the equivalent of approximately SEK 234 670 000, NOK 70 670 000 and USD 467 000 SEK Bonds, NOK Bonds respectively USD Bonds respectively) in aggregate pro rata for each Bond against the issuance to

the Bondholders of preference shares (the "**Preferential Shares Class D**") in the Issuer at a price per share of SEK 5 ("**Conversion Price**") with the following rights:

- (i) From (and including) 15 March 2021, semi-annual dividend of 5 % of the Conversion Price and the aggregate outstanding Accrued Dividend Amount with preference in relation to the Issuer's all other shares. The record date shall be 15 March and 15 September (each a "**Pref D Record Date**") each year and payment shall, if any dividend has been declared by the Company, be made three (3) business days after the record date).
- (ii) If the Issuer has not redeemed the Preferential Shares Class D on 15 March 2023, the semi-annual preferred dividend will increase to 8 % of the Conversion Price and the aggregate outstanding Accrued Dividend Amount.
- (iii) Any dividend pursuant to (i) and (ii) above not paid shall be added to the accrued dividend amount (the "**Accrued Dividend Amount**") on each Pref D Record Date.
- (iv) The Company shall have the right to, at any time, redeem the Preferential Shares Class D for an amount equal to 140 % of the Conversion Price and the aggregate outstanding Accrued Dividend Amount together with any accrued dividend at the redemption date.
- (v) The Preferential Shares Class D shall have a voting right of 10 votes per share.

For set-off against SEK 5 of the Nominal Amount of each Bond, approximately 60,000,000 Preferential Shares Class D will be issued to the person being registered on a Securities Account with the CSD as a direct registered owner or authorised nominee with respect to such Bond on the relevant record date (the "**Allotment Record Date**") falling fifteen business days prior to the first issue date of Preferential Shares Class D. The Allotment Record Date will be communicated by the Issuer by way of a press release issued no later than two business days prior to the Allotment Record Date. Each Bondholder shall set off an amount equal to 2/3 of the amount of Bonds held by it on the Allotment Record Date rounded down to the nearest SEK 5 (using the exchange rates published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)) on the Allotment Record Date when determining the SEK amount of the Bonds denominated in NOK or USD) (the "**Set-Off Amount**"). Each Bondholder shall receive Preferential Shares Class D at the Conversion Price for its Set-Off Amount.

The Company will have the right to redeem Preferential Shares Class D at any time at a price per share equal to 140 % of the Conversion Price and the aggregate outstanding Accrued Dividend Amount together with any accrued but unpaid dividend for the period from the previous Pref D Record Date to the relevant redemption date.

Please be informed that the Preferential Shares Class D will be affiliated with Euroclear Sweden AB. As you will be allotted Preferential Shares Class D you will need to open a securities account or a securities depository account with a Swedish bank that is connected to Euroclear Sweden AB. The securities account/depository account must be able to hold Swedish shares that are affiliated with Euroclear Sweden (currently the New Shares cannot be held on a Swedish ISK Account). The bank will give you further instructions in terms of what information is needed in order to open the securities account or the securities depository account. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorization or other assistance to participate.

### **Liquidation preference**

In the event of a liquidation of the Issuer, the Issuer's distributable assets (irrespective of whether such assets consist of cash or other assets) shall be distributed in the following manner:

- (i) Firstly, the holders of Preferential Shares Class D shall receive assets at an amount equal to 140 % of the Conversion Price and the aggregate outstanding Accrued Dividend Amount together with any accrued but unpaid dividend for the period from the previous Pref D Record Date to the date of the dissolution.
- (ii) Thereafter, if there are any distributable assets left, such remaining undistributed assets shall be distributed to the holders Preferential Shares Class A at an amount per share equal to SEK 50 plus any accrued but not paid preferred dividend in relation to Preferential Shares Class A.

- (iii) Thereafter, if there are any distributable assets left, such remaining undistributed assets shall be distributed to the holders of Preferential Shares Class B at an amount per share equal to SEK 50 plus any accrued but not paid preferred dividend in relation to Preferential Shares Class B.
- (iv) Thereafter, if there are any distributable assets left, such remaining undistributed assets shall be distributed solely to the holders of Ordinary Shares. Thus, Preferential Shares Class A, Preferential Shares Class B, Preferential Shares Class D, shall have no further right to any part of any remaining distributable assets.

**(b) Conditionality**

Each of the following is a condition to the effectiveness of the Bondholders' approval (if given) to carry out the Bond Set-Off:

- (i) The amendments to the articles of association of the Issuer necessary to carry out the Bond Set-Off have been duly registered.
- (ii) The Agent having received evidence that the Bond Set-Off will be carried out in connection with the effectiveness of the amendments to the Terms and Conditions.
- (iii) The general meeting in the Issuer's authorization of the board of directors to issue the Preferential Shares Class D has been duly registered.

**2. Amendment Request**

**(a) Amendments to the Terms and Conditions**

The Issuer requests that the Bondholders agree to make certain amendments of the Terms and Conditions in order to reflect the amendments as further set out in the attached proposed mark-up of the Terms and Conditions and therefore request that the Bondholders adopt the proposed amendments of the terms and conditions in accordance with the Amended and Restated Terms and Conditions, which are attached hereto as Schedule 3. Furthermore, in connection with the Amended and Restated Terms and Conditions the Agent will enter into an intercreditor agreement on behalf of the Bondholders substantially on the terms set out in the intercreditor term sheet which is attached hereto as Schedule 5 (the "**Intercreditor Term Sheet**")

Please note that insertions are shown as underlined text and deletions are shown as strike through text in the mark-up of the Amended and Restated Terms and Conditions and the Intercreditor Term Sheet.

All Bondholders are strongly encouraged to review and consider the mark-up of the Amended and Restated Terms and Conditions.

**(b) Conditionality**

The effectiveness of the Amendment Request shall be that the Bond Set-Off has been completed.

**3. Waiver Request**

The Issuer requests that the Bondholders grant a waiver in respect of (i) the interest payment to be made by the Issuer on the 11 April 2019, and (ii) any Event of Default outstanding under the Terms and Conditions (together the "**Waivers**"). The Waivers shall (if granted) be effective from (and including) the date of this written procedure being finalised and until the earlier of (i) the amendments to the Terms and Conditions pursuant to the Amendment Request become effective and (ii) 28 May 2019.

Clause 1 (The Bond Set-Off), Clause 2 (Amendment Request) and Clause 3 (Waiver Request) shall hereafter be referred to as the "**Requests**".

#### **4. General authorisation to the Agent and Jool Markets**

For the purpose of carrying out the Requests set out in Sections 1-3 above the Issuer requests that the Bondholders irrevocably authorise and assign to the Agent, or whoever the Agent appoint in its place, to, on the Bondholders behalf:

- (i) Subscribe in writing for Preferential Shares Class D in the Bond Set-Off as well as to make a written declaration to-set off an amount equivalent to the Set-Off Amount for each Bond held by a Bondholder against the issuance of Preferential Shares Class D in the Issuer at a price per share of SEK 5.
- (ii) Do all such other acts and things and to execute such other agreements or documents as may be necessary or desirable to give effect to this Request including but not limited to the Amended Terms and Conditions and the intercreditor agreement based substantially on the terms set out in the Intercreditor Term Sheet and to take all actions, and sign all documents, required in connection with the Bond Set-Off.

For the purpose of carrying out the Requests set out in Sections 1-3 above the Issuer requests that the Bondholders irrevocably authorise and assign to the to authorize JOOL Markets AS (with full rights of delegation) through a power of attorney to carry out all necessary transactions, such as cancellations and transfers of Bonds, registrations, share subscriptions in connection with the Bond Set-Off, including review of any Bondholders'/debt register.

All Bondholders are strongly encouraged to review and consider the Request and the underlying information.

#### **Further Information**

For further questions please contact:

For the Trustee:

Intertrust (Sweden) AB,  
Kristofer Nivenius, trustee@intertrustgroup.com, +46 70 688 1910.

For the Issuer:

Hancap AB (publ), Peter Hermansson, peter.hermansson@hancap.se, +46 70 970 4772

The Issuer has retained Jool Markets AS as financial advisor. Bondholders may contact them for further information;

Roger Lund, rol@joolmarkets.no, +47 951 61 113

#### **Information meeting**

All Bondholder's are hereby invited to an information meeting arranged by the Issuer, at which Hancap AB (publ)'s management intends to describe its plan for the restructuring. The information meeting will be held by telephone, the details of which are provided below.

**Date:** 19 March 2019

**Time:** 14:00 CET

**Telephone number:** +46(0)8-999 212

**Dial-in Code:** 393575#

It is not necessary to participate in the telephone meeting to be able to vote in the Written Procedure.

## B. Decision procedure

The Trustee will determine whether replies received are eligible to participate in the Written Procedure, continuously calculate the replies provided in respect of the Request 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 Trustee, 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 Trustee and published by way of press release by either the Trustee or the Issuer.

Minutes from the 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 Written Procedure it will be binding on all Bondholders whether they participated in the Written Procedure or voted against the Request or not, in accordance with the Terms and Conditions.

## Voting rights

Anyone who wishes to participate in the Written Procedure must on **19 March 2019** (the "**Record Date**"):

- (i) be registered on the Securities Account as a direct registered owner (*Sw. direktregistrerad ägare*); or
- (ii) be registered on the Securities Account as authorised nominee (*Sw. 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 (*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 authorised 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 authorise the Trustee to vote on its behalf, in which case the authorisation form in Schedule 2 (*Power of Attorney*) also serves as a proxy. A duly signed authorisation form, authorising 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).
4. You can obtain a power of attorney or other authorisation (proof of ownership) 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 either 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 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 18 (i) 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 Request.

If a quorum does not exist, the Trustee 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 (CET) on **1 April 2019** in respect of the Written Procedure shall also remain valid for any such second Written Procedure.

### **Majority**

Pursuant to Clause 18 (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 a Written Procedure must consent to the Request in order for it to be approved.

### **Final date to vote in the 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 1 April 2019**. Votes received thereafter will be disregarded.

***Please find attached hereto a Bondholder's Form from the Securities Depository (VPS), which indicates your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights in the Written Procedure. If the Bonds are held in custody - i.e. the owner is not registered directly in the VPS - the custodian must confirm: (i) the 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.***

***The individual Bondholder may authorise the Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorising the Bond Trustee to vote, must then be returned to the Bond Trustee in due time before last day for replies (by scanned e-mail, courier or post).***

***In the event that Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence which the Bond Trustee accepts as sufficient proof of the ownership of the Bonds.***

***Address for sending replies***

*By regular mail:*

Intertrust (Sweden) AB

Attn: Kristofer Nivenius, P.O. Box 16285, 103 25 Stockholm, Sweden

*By courier:*

Intertrust (Sweden) AB

Attn: Kristofer Nivenius, Sveavägen 9, 10th floor 111 57 Stockholm, Sweden

*By e-mail:*

trustee@intertrustgroup.com



**Schedule 1  
VOTING FORM**

**For the Written Procedure initiated on 13 March 2019 for the senior bonds with SEK ISIN NO 0010769276, NOK ISIN NO 0010769284 and USD ISIN NO 0010769292 issued by Hancap AB (publ)**

**Hancap AB (publ) requests the Bondholders to approve the Request set out in the notice for the 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 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.

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 18(j) of the Terms and Conditions with respect to the Request:

**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.**

**Schedule 2**  
**POWER OF ATTORNEY/AUTHORISATION<sup>1</sup>**

**for the Written Procedure initiated on 13 March 2019 for the senior bonds with SEK ISIN NO 0010769276, NOK ISIN NO 0010769284 and USD ISIN NO 0010769292 issued by Hancap AB (publ)**

Authorized Person<sup>2</sup>: \_\_\_\_\_

Nominal Amount<sup>3</sup>: \_\_\_\_\_

Grantor of authority<sup>4</sup>: \_\_\_\_\_

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 of<sup>5</sup>: \_\_\_\_\_

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 through<sup>6</sup> \_\_\_\_\_

Date:

Signature

\_\_\_\_\_

<sup>1</sup> 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.

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

<sup>3</sup> Insert the aggregate nominal amount the Authorized Person should be able to vote for.

<sup>4</sup> Insert the name of entity/person confirming the authority.

<sup>5</sup> The total Nominal Amount the undersigned represents

<sup>6</sup> Mark this option if the undersigned is not registered as authorized nominee or direct registered owner in the Securities Account kept by VPS. Please insert the name of the firm the undersigned holds the Bonds through.

**Schedule 3**  
**AMENDED AND RESTATED TERMS AND CONDITIONS**



## Terms and Conditions

Hancap AB (publ)

~~Up to SEK 650,000,000 (or its equivalent in NOK or USD)~~

USD [actual amounts to be included following the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure], SEK [actual amounts to be included following the partial conversion to preference shares (Class D) pursuant to the ~~Amendment and Restatement~~ Written Procedure] and NOK [actual amounts to be included following the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure]

### Senior Secured Fixed Rate Bonds

SEK BONDS - ISIN: NO 0010769276

NOK BONDS - ISIN: NO 0010769284

USD BONDS - ISIN: NO 0010769292

originally dated 10 October 2016 and as amended and restated by an amendment and restatement agreement dated on 18 July 2017 ~~and as further as~~, an amended and restated by an amendment and restatement agreement dated 14 December 2017 and as further amended and restated by an amendment and restatement agreement dated [•] 2019

**ROSCHIER**  
**ROSCHIER**

**Other than the registration of the Bonds under Norwegian 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 registered as account operator (*No: Kontofører*) with Verdipapirsentralen ASA ("**VPS**"), through which a Bondholder has opened a Securities Account in respect of its Bonds.

"**Accounting Principles**" means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time/as in force on the First Issue Date.

"**Adjusted Nominal Amount**" means the Total Nominal Amount less the Nominal Amount of all Bonds owned by [Per Helander or](#) a Group Company or an Affiliate [of Per Helander or 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 and payment is due not more than 90 days after the date of supply, or (b) any other trade credit incurred in the ordinary course of business.

"**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.

"**Amendment and Restatement Date**" means the date on which the Trustee has confirmed that the ~~second-third~~ amendment and restatement agreement, dated ~~14 December 2017~~ [\[•\] 2019](#), relating to the ~~second-third~~ amendment and restatement of these Terms and Conditions is effective.

"**Amendment and Restatement Written Procedure**" means the notice of written procedure circulated to the Bondholders (as defined in the Terms and Conditions prior to the Amendment and Restatement Date) on or about 11 March 2019.

"**Amendment and Restatement Written Procedure Approval Date**" means the date when the Trustee has informed the Issuer that a requisite majority of the Bondholders (as defined in the Terms and Conditions prior to the Amendment and Restatement Date) has approved the Amendment and Restatement Written Procedure.

"**Arranger**" means JOOL Markets AS, ~~Bryggegate 14~~ [Grundingen 2](#), 0250 Oslo, Norway, or any other reputable investment bank appointed by the Issuer.

"**Bondholder**" means a 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**" has the meaning set forth in Clause ~~17-15~~ 15 (*Bondholders' Committee*).

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clause ~~19-17~~ 17 (*Bondholders' Meeting*).

"**Bond**" means a SEK Bond and/or a NOK Bond and/or a USD Bond issued under these Terms and Conditions.

~~"Bridge Facility" means the SEK 40,000,000 bridge loan structured as direct lending entered into by the Issuer and a collective of lenders.~~

"Bridge Proceeds Loan" means the up to SEK [to be included in final version but not to exceed 40,000,000] (or its equivalent in NOK or EUR) subordinated loan to the Issuer from AB Kandre Holding pursuant to a loan agreement dated [to be included in final version].

"**Business Day**" means a Business Day Sweden and a Business Day Norway.

"**Business Day Norway**" means a day other than a Saturday, Sunday or a public holiday in Norway on which the Norwegian Central Bank's and the CSD's settlement systems are open and commercial banks in Norway are open for business.

"**Business Day Sweden**" means a day in Sweden other than a Sunday or other public holiday and on which day the CSD settlement system is open. 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**" means the Issuer's right to redeem outstanding Bonds in full in accordance with Clause ~~10-3-9.3~~ 9.3 (*Voluntary total redemption (call option)*).

"Cash Interest" means the interest on the Bonds calculated in accordance with Clause 8(b).

"Cash Interest Rate" means 5 % per annum.

"**Call Option Amount**" means:

- (a) 104 per cent. of the outstanding Nominal Amount, together with accrued but unpaid interest, if the Call Option is exercised before, but not including the date falling 12 months after the ~~First Issue~~ Amendment and Restatement Date;
- (b) 102 per cent. of the outstanding Nominal Amount, together with accrued but unpaid interest, if the Call Option is exercised on, and including, the date falling 12 months after the ~~First Issue~~ Amendment and Restatement Date until, but not including the date falling 24 months after the ~~First Issue~~ Amendment and Restatement Date;

- (c) 101 per cent. of the outstanding Nominal Amount, together with accrued but unpaid interest, if the Call Option is exercised on, and including, the date falling 24 months after the ~~First Issue~~ Amendment and Restatement Date until, but not including the date falling 30 months after the ~~First Issue~~ Amendment and Restatement Date; and
- (d) 100 per cent. of the outstanding Nominal Amount, together with accrued but unpaid interest, if the Call Option is exercised on or after the date falling 30 months after the ~~First Issue~~ Amendment and Restatement Date to, but not including, the Final Maturity Date.

**"Change of Control Event"** means the occurrence of an event or series of events whereby any person or group of persons, other than Per Helander, acting in concert gains control over the Issuer and where "control" means (a) controlling, directly or indirectly, more than 50 per cent. of the shares or votes of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer, and 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 directly or indirectly of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate control of the Issuer.

~~**"Compliance Certificate"** means a certificate, in form and substance satisfactory to the Trustee, signed by the Issuer certifying (i) the satisfaction of the Maintenance Covenant or the Incurrence Test (as applicable) (including figures in respect of the relevant financial covenant(s) and the basis on which they/it has/have been calculated), and (ii) that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it.~~

**"CSD"** means the Issuer's central securities depository and registrar in respect of the Bonds, initially Verdipapirsentralen ASA, Norwegian Reg. No. 985 140 421, Fred Olsens gate 1, 0152 Oslo, Norway, 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 Trustee and the Bonds from time to time.

**"Debt Instruments"** means bonds, notes or other debt securities (however defined), which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or a multilateral trading facility (as defined in Directive 2004/39/EC on markets in financial instruments).

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

- ~~(a) — before deducting any amount of tax on profits, gains or income paid or payable by any member of the Group;~~
- ~~(b) — before deducting any Net Finance Charges;~~
- ~~(c) — before taking into account any extraordinary items which are not in line with the ordinary course of business;~~

"Deferred PIK Interest NOK Amount" has the meaning given to such term in Clause 8(c).

"Deferred PIK Interest SEK Amount" has the meaning given to such term in Clause 8(c).

"Deferred PIK Interest USD Amount" has the meaning given to such term in Clause 8(c).

"Deferred PIK Interest Amounts" has the meaning given to such term in Clause 8(c).

- ~~(d) — before taking into account any Transaction Costs relating to any acquisition of any additional target company;~~
- ~~(e) — not including any accrued interest owing to any member of the Group;~~
- ~~(f) — before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);~~
- ~~(g) — after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;~~
- ~~(h) — after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;~~
- ~~(i) — plus or minus the Group's share of the profits or losses of entities which are not part of the Group; and~~
- ~~(j) — after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.~~

"Event of Default" means an event or circumstance specified in any of the Clauses ~~15.3.1~~ (Non Payment) to and including Clause ~~15.10~~ 13.9 (Continuation of the Business).

~~"Existing Bonds" means the SEK 60,000,000 existing bonds issued by the Issuer (with ISIN: SE0005455607).~~

~~"Facade Bridge Facility" means the SEK/NOK 244,000,000 bridge loan structured as direct lending entered into by Hancap Facade AB and a collective of lenders.~~

"Existing Facade Bridge Facility Intra Group Loan" means the SEK 219,000,000 loan from the Issuer to Hancap Facade AB dated on the First Issue Date.

"Final Maturity Date" means ~~11 October 2019~~ 28 May 2023.

~~"Finance Charges" means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group according to the latest Financial Report(s) (calculated on a consolidated basis) other than Transaction Costs, capitalised interest in respect of any loan owing to any member of the Group or any Shareholder Loan and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.~~

"Finance Documents" means the Terms and Conditions, the Intercreditor Agreement, any Subordination Agreement, the Security Documents, the Guarantee Agreement, the

Trustee agreement between the Trustee and the Issuer and any other document designated to be a Finance Document by the Issuer and the Trustee.

"**Financial Indebtedness**" means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (a) ~~(b)~~ the amount of any liability in respect of any finance leases, to the extent the arrangement is treated as a finance lease in accordance with the accounting principles applicable on the First Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability);
- (b) ~~(c)~~ receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (c) ~~(d)~~ any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (d) ~~(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);
- (e) ~~(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
- (f) ~~(g)~~ (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

"**Financial Instruments Accounts Act**" means the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1479) om kontoföring av finansiella instrument*).

"**Financial Report**" means the Group's annual audited financial statements or semi-annual interim unaudited reports, which shall be prepared and made available in accordance with Clause 12~~1~~.1 (*Information from the Issuer*).

"**First Issue Date**" means 11 October 2016. The Issuing Trustee shall confirm the First Issue Date to the CSD and the Trustee in writing and the Issuer shall publish the First Issue Date by way of a press release.

~~"**First Subsequent Escrow Accounts**" means a SEK bank account, a NOK bank account and a USD bank account opened by the Arranger with a reputable bank, into which the Net Proceeds from the issuance of the First Subsequent Bonds will be held by the Arranger until the conditions precedent for the issuance of the First Subsequent Bonds have been fulfilled.~~

"**Force Majeure Event**" has the meaning set forth in Clause 28~~6~~(a).

"**Guarantee**" means the guarantees created pursuant to the Guarantee Agreement.

"**Guarantee Agreement**" means the guarantee and adherence agreement entered into between the Issuer, the Guarantors and the Agent pursuant to which payment

obligations under the Finance Documents will be guaranteed by the Guarantors (subject to customary limitations).

**"Guarantors"** means each direct or indirect Subsidiary of the Issuer (other than Hancap AS and Hancap Personaloptioner AB), ~~and any further Group Company which accedes to the Guarantee Agreement as a guarantor in accordance with Clause 11(d).~~

~~**"Further Subsequent Escrow Accounts"** means a SEK bank account, a NOK bank account and a USD bank account opened by the Arranger with a reputable bank, into which the Net Proceeds from the issuance of the Further Subsequent Bonds will be held by the Arranger until the conditions precedent for the issuance of the Further Subsequent Bonds have been fulfilled.~~

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

~~**"Incurrence Test"** means the test of the financial incurrence covenants as set out in Clause 13.2 (Incurrence Test).~~

~~**"Initial Bonds"** means the Bonds issued on the First Issue Date.~~

~~**"Initial Escrow Accounts"** means a SEK bank account, a NOK bank account and a USD bank account opened by the Arranger with a reputable bank, into which the Net Proceeds from the issuance of the Initial Bonds will be held by the Arranger until the conditions precedent for the issuance of the Initial Bonds have been fulfilled.~~

**"Initial Exchange Ratio"** means the SEK/NOK or the SEK/USD exchange rate quoted on the Swedish Central Bank's website ([www.riksbank.se](http://www.riksbank.se)) at 12:00 Swedish time on the Issue Date.

**"Insolvent"** means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, 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), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Bondholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (Sw. *lag* (1996:764) *om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

~~**"Interest"** the Bonds shall carry interest at a fixed rate of 10 per cent. *per annum*.~~

**"Intercreditor Agreement"** means the intercreditor agreement entered into between, amongst other, the Issuer, the agent representing the creditors under the Super Senior Debt, and the Agent (representing the Bondholders).

~~**"Interest Coverage Ratio"** means the ratio of EBITDA to Net Finance Charges.~~

**"Interest Payment Date"** means ~~11 January~~ 28 February, ~~11 April~~ 28 May, ~~11 July~~ 28 August and ~~11 October~~ 28 November of each year or, to the extent such day is not a

Business Day, the Business Day following from an application of the Business Day Convention. The ~~first Interest Payment Date for the Bonds shall be 11 January 2017 and the last Interest Payment Date shall be the relevant Redemption Date.~~

"**Interest Period**" means (i) in respect of the first Interest Period, the period from (but excluding) the ~~First Issue~~ Amendment and Restatement Date to (and including) the first Interest Payment Date falling after the Amendment and Restatement Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

"**Interest Rate**" means ~~10 per cent. per annum~~ the Cash Interest Rate and the PIK Interest Rate.

"**Issuer**" means Hancap AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556789-7144.

~~"**Maintenance Covenant**" means the Interest Coverage Ratio as set out in Clause 13.1 (Maintenance test).~~

"**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 or unregulated recognised market place.

"**Material Adverse Effect**" means a material adverse effect on :

- (a) the business, financial condition or operations of the Group taken as a whole;
- (a) the Group's ability to perform and comply with the Finance Documents; or
- (b) the validity or enforceability of the Finance Documents.

~~"**Net Finance Charges**" means, for the Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Reference Period to any member of the Group and any interest income relating to cash or cash equivalent investment (and excluding any interest capitalised on Shareholder Loans).~~

~~"**Net Interest Bearing Debt**" means the aggregate interest bearing debt (including also debt instruments with payment in kind interest) less cash and cash equivalent investments (such cash equivalent investments to be calculated in accordance with the applicable accounting principles of the Group from time to time) of the Group (for the avoidance of doubt, excluding loans between members of the Group).~~

~~"**Net Proceeds**" means the proceeds from the Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer for the services provided in relation to the placement and issuance of the Bonds.~~

"**NOK**" means the lawful currency of Norway.

"**NOK Bonds**" means a debt instrument for the Nominal Amount, denominated in NOK and which are governed by an issued under these Terms and Conditions, with ISIN: NO 0010769284.

"**Nominal Amount**" has the meaning set forth in Clause 2(c).

"**Norwegian Securities Register Act**" means the Norwegian Act relating to registration of financial instruments of 5 July 2002 No. 64.

"**Paying Agent**" means the legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.

"**Permitted Debt**" means any Financial Indebtedness:

- (a) incurred under the Bonds ~~(other than Further Subsequent Bonds)~~;
- (b) the Super Senior Debt provided that the tenor may not exceed three (3) years from the Amendment and Restatement Date and in an amount not exceeding SEK 200,000,000 in aggregate;
- (c) incurred under any export credit facility of up to SEK 65,000,000 provided that at least 80% of such facility is guaranteed by Svensk Exportkredit and/or the National Export Credits Guarantee Board (Sw. Exportkreditnämnden) (an "Export Credit Facility");
- (d) ~~(b)~~ of the Group incurred pursuant to any financial leasing arrangements incurred in the ordinary course of the Group's business in a maximum amount of SEK 25,000,000;
- (e) ~~(e)~~ taken up from a Group Company;
- (f) ~~(d)~~ of the Group under any guarantee issued by a Group Company in the ordinary course of business;
- (g) ~~(e)~~ arising under a foreign exchange transaction or commodity derivatives for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (h) ~~(f)~~ arising under any interest rate hedging transactions, but not any transaction for investment or speculative purposes;
- (i) ~~(g)~~ related to any ~~Shareholder~~ Subordinated Loans;
- (j) ~~(h)~~ incurred under Advance Purchase Agreements;
- (k) ~~(i)~~ incurred by the Issuer or any Group Company under bank overdraft facilities or similar working capital facilities with a commercial bank in an aggregate amount of SEK ~~60,000,000~~ 100,000,000 (a "Working Capital Facility");

- (l) ~~(i)~~ pension liabilities of the Group;
- (m) ~~(k)~~ of any person acquired by a member of the Group after the First Issue Date which has been incurred under arrangements in existence at the date of acquisition, but not incurred, increased or having its maturity date extended in contemplation of, or since, that acquisition, ~~and outstanding only for a period of six (6) months following the date of acquisition;~~
- ~~(l) — incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested pro forma including such incurrence, and~~
  - ~~(A) — is incurred as a result of a Further Subsequent Bond Issue by the Issuer under the Terms and Conditions (provided that the shares in such acquired entity shall immediately be pledged to the Trustee and accedes to the Guarantee Agreement as a guarantor in accordance with Clause 11(d); or~~
  - ~~(B) — ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents and has a final maturity date or a final maturity date or, when applicable, first early redemption date or first instalment date which occur after the Final Maturity Date;~~
- (n) ~~(m)~~ incurred by the Issuer for the purpose of acquiring an entity and provided that (A) such Financial Indebtedness may only constitute 50 per cent. of the aggregate acquisition costs for that entity and (B) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents and has a final maturity date or a final maturity date or, when applicable, first early redemption date or first instalment date which occur after the Final Maturity Date;
- ~~(n) — until the Conditions Precedent for Disbursement of the proceeds from the Initial Bond Issue have been fulfilled, the Facade Bridge Facility;~~
- ~~(o) — until the Conditions Precedent for Disbursement of the proceeds from the First Subsequent Bond Issue have been fulfilled or the date when any of the Bridge Facility or the Existing Bonds are otherwise repaid or refinanced, the Bridge Facility and the Existing Bonds; and~~
- (o) ~~(p)~~ any other Financial Indebtedness not covered under (a)-(n) above in an aggregate maximum amount of SEK ~~5,000,000~~ 15,000,000.

"Permitted Security" means any security:

- (a) 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);
- (b) provided in relation to the Super Senior Debt;



- (c) ~~(b)~~ provided in relation to any lease agreement entered into by a Group Company;
- (d) ~~(e)~~ provided over any assets being subject to a financial lease—, permitted pursuant to ~~(b)~~ of the definition of Permitted Debt above;
- (e) ~~(d)~~ arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including group cash pool arrangements;
- (f) ~~(e)~~ any guarantee or security provided by or over a Group Company to secure any Permitted Debt;
- ~~(f) — any security provided over the shares in an acquired entity pursuant to item (l) (B) in the definition "Permitted Debt" above;~~
- (g) provided for any guarantees issued by a Group Company in the ordinary course of business;
- (h) in relation to surety bonds used in the operations from insurance companies or banks;
- ~~(i) — until the Conditions Precedent for Disbursement of the proceed from the Initial Bond Issue have been fulfilled, any security provided for the Façade Bridge Facility;~~
- ~~(j) — until the Conditions Precedent for Disbursement of the proceeds from the First Subsequent Bond Issue have been fulfilled or the date when any of the Bridge Facility or the Existing Bonds are otherwise repaid or refinanced, granted as security for the Bridge Facility or the Existing Bonds; or~~
- (l) ~~(k)~~ any other security not covered under (a)-(j) above securing an aggregate maximum amount of SEK ~~5,000,000~~ 15,000,000.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"**PIK Interest**" means the interest on the Bonds calculated in accordance with Clause 8(c).

"**PIK Interest Rate**" means 5 % per annum.

"**Preference Shares (Class D)**" means the preference shares (Class D) to be issued by the Issuer as described in the Amendment and Restatement Written Procedure.

"**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.

"**Reference Date**" means 30 June and 31 December in each year for as long as any Bonds are outstanding.

"**Redemption Date**" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause ~~10-9~~ (*Redemption and Repurchase of the Bonds*).

"**Relevant Period**" means each period of 12 consecutive calendar months ending on a Reference Date.

"**Regulated Market**" means any regulated market (as defined in Directive 2004/39/EC on markets in financial instruments).

"**Secured Obligations**" ~~means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents~~ has the meaning given to such term in the Intercreditor Agreement.

"**Secured Parties**" ~~means the Security Agent, the Bondholders and the Trustee (including in its capacity as Trustee under the Trustee Agreement)~~ has the meaning given to such term in the Intercreditor Agreement.

"**Securities Account**" means the account for dematerialised securities maintained by the CSD pursuant to the Norwegian Securities Register 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.

"**Security Documents**" means the following security documents pursuant to which the Transaction Security is created:

~~(a) — on or before the date of the Initial Bond Issue (the "**Initial Bond Issue Security**"):~~

~~(i)~~ a first priority pledge over the Existing Facade Bridge Facility Intra Group Loan; and

~~(ii)~~ (i) first priority pledges over the shares in Hancap Facade AB and the shares in each Subsidiary of the Issuer (other than Hancap AS and Connex AB (to be renamed Hancap Personaloptioner AB)) over which security has not already been granted as security for the Bridge Facility or the Existing Bonds; and

~~(ii)~~ second priority pledges over the shares in each Subsidiary of the Issuer which has been granted as security for the Bridge Facility or the Existing Bonds; and

~~(iii)~~ a first priority pledge over the Facade Bridge Facility Intra Group Loan.

~~(b) — on or before the date of the First Subsequent Bond Issue or on any date when the Bridge Facility or the Existing Bonds are otherwise repaid or refinanced (the "First Subsequent Bond Issue Security"), first priority pledges over each Subsidiary of the Issuer not granted in pursuant to (a) above.~~

~~(c) — on or before the date of any Further Subsequent Bond Issue (the "Further Subsequent Bond Issue Security") where the proceeds from such Further Subsequent Bond Issue is used to acquire an entity, first priority pledges over the shares in such entity, the shares in such entity's Subsidiaries and each material intercompany loan granted to such entity or any of its Subsidiaries.~~

"SEK Bonds" means a debt instrument for the Nominal Amount, denominated in SEK and which are governed by and issued under these Terms and Conditions, with ISIN: NO 0010769276.

~~"Shareholder Subordinated Loans"~~ means any loan to the Issuer or any of its Subsidiaries ~~from any of its shareholders,~~ if such loan (a) according to its terms and pursuant to a subordination agreement or the Intercreditor Agreement on terms and conditions satisfactory to the Trustee, is subordinated to the obligations of the Issuer under these Terms and Conditions and the Super Senior Debt, (b) according to its terms have a final maturity date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date, and (c) according to its terms does not permit payment of interest or principal prior to the final maturity date of such loans.

~~"Subsequent Bonds" the Issuer may at one occasion issue additional Bonds (the "First Subsequent Bond Issue") and, provided that the Issuer meets the Incurrence Test (tested pro forma including such incurrence), may at one or more occasions issue further additional Bonds (each a "Further Subsequent Bond Issue"). The Initial Bond Issue, the First Subsequent Bond Issue and any Further Subsequent Bond Issue may not in aggregate exceed SEK 650,000,000 (or its equivalent in NOK or USD).~~

~~"Subsequent Equity Issue" means the issuance of preference shares (class A) shares of minimum SEK 50,000,000.~~

"Subordination Agreement" means (i) any subordination agreement entered into between the Issuer, Trustee, the agent representing the bondholders under the Super Senior Bond and any provider of Subordinated Debt and (ii) the subordination agreement between the Trustee, the Issuer and Per Helander entered into on the First Issue Date.

"Subsidiary" means in relation to any person, any entity (whether incorporated or not), which at any time is a subsidiary (Sw. *dotterföretag*) to such person, directly or indirectly, as defined in the Companies Act (Sw. *aktiebolagslagen (2005:551)*).

"Super Senior Debt" shall have the meaning given thereto in the Intercreditor Agreement.

"Swedish Kronor" and "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 fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with the Bond Issue, the Existing Bonds and Façade Bridge Facility or any cost incurred in connection with an acquisition pursuant to item (I)(B) of the definition "Permitted Debt" above.~~

"Transaction Security" means the Security provided for the Secured Obligations pursuant to the Security Documents and the terms in the Intercreditor Agreement.

"Trustee" means Intertrust (Sweden) AB, Swedish Reg. No. 556625-5476, or another party replacing it, as trustee, in accordance with these Terms and Conditions.

"Trustee Agreement" means the trustee agreement entered into on or before the Issue Date, between the Issuer and the Trustee, or any replacement trustee agreement entered into after the Issue Date between the Issuer and a trustee, regarding, *inter alia*, the remuneration payable to the Trustee or a replacement trustee.

"USD" means United States dollar, the currency for the United States of America.

"USD Bonds" means a debt instrument for the Nominal Amount, denominated in USD and which are governed by and issued under these Terms and Conditions, with ISIN: NO 0010769292.

"Written Procedure" means the written or electronic procedure for decision making among the Bondholders in accordance with Clause ~~20-18~~ (*Written Procedure*).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
  - (i) "assets" includes present and future real properties, revenues and rights of every description;
  - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
  - (iii) a "regulation" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (iv) a provision of law is a reference to that provision as amended or re-enacted; and
  - (v) a time of day is a reference to Stockholm time.
- (b) An Event of Default is continuing if it has not been remedied or waived;

- (c) Subject to paragraph (d) below, when ascertaining whether a limit or threshold specified in Swedish Kronor 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 Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.
- (d) Notwithstanding paragraph (c) above, at a Bondholders' Meeting or by way of a Written Procedure, the calculations of whether a quorum exist and if the relevant consent has been obtained pursuant to Clause ~~18-16~~ (*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 and the value of the vote of each NOK Bond and USD Bond, respectively, shall be the Nominal Amount of the NOK Bond or USD Bond converted into SEK at the Initial Exchange Ratio. For the avoidance of doubt, the Adjusted Nominal Amount shall at all times be calculated based on the Initial Exchange Ratio.
- (e) 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.
- (f) No delay or omission of the Trustee 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

- (a) The SEK Bonds are denominated in Swedish Kronor, the NOK Bonds are denominated in NOK and the USD Bonds are denominated in USD 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.
- (b) 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.
- (c) The Nominal Amount of each (i) SEK Bond is SEK ~~10,000~~1, (ii) NOK Bond is NOK ~~10,000~~1, and (iii) USD Bond is USD ~~1,000~~— (the "**Nominal Amount**"). The minimum permissible investment upon issuance ~~of~~is (i) SEK Bonds is SEK 1,000,000, (ii) NOK Bonds is NOK 1,000,000, and (iii) USD Bonds is 200,000. The minimum Total Nominal Amount of the ~~Initial Bonds is SEK 335,000,000 (or its equivalent in NOK or USD). All Initial Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.~~ Bonds is SEK [actual amount to be included following the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure], USD [actual amount to be included following the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure] and NOK [actual amount to be included following the partial conversion to

preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure].

- ~~(d) — Provided that (i) no Event of Default is continuing or would result from such issue, the Issuer may, at one occasion, issue First Subsequent Bonds.~~
- ~~(e) — Provided that (i) no Event of Default is continuing or would result from such issue and (ii) the Incurrence Test is met (tested pro forma including such Financial Indebtedness), the Issuer may, at one or several occasions, issue Further Subsequent Bonds.~~
- ~~(f) — Subsequent Bonds shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the applicable ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Bonds shall apply to Subsequent Bonds. The issue price of the Subsequent Bonds may be set at a discount or at a premium compared to the Nominal Amount. The maximum Total Nominal Amount of the Bonds (the Initial Bonds and all Subsequent Bonds) may not exceed SEK 650,000,000 (or its equivalent in NOK or USD) unless a consent from the Bondholders is obtained in accordance with Clause 18(g)(i). Each Subsequent Bond shall entitle its holder to Interest in accordance with Clause 9(a), and otherwise have the same rights as the Initial Bonds.~~
- (d) ~~(g)~~ The Bonds constitute direct, general, secured, unconditional and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* with all direct, unconditional, unsecured and unsubordinated obligations of the Issuer, except (A) those obligations which are mandatorily preferred by law and (B) the super senior ranking of the Super Senior Debt in accordance with the Intercreditor Agreement, and without any preference among them.
- (e) ~~(h)~~ 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.
- (f) ~~(i)~~ No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.

### ~~3. — Use of Proceeds~~

- ~~(a) — The Issuer shall use the Net Proceeds from the issuance of the Initial Bonds towards:~~
  - ~~(i) — payment of Transaction Costs;~~

- (ii) ~~to lend an amount equal to the amount outstanding under the Facade Bridge Facility (including accrued interest) to Hancap Facade AB (the "Facade Bridge Facility Intra-Group Loan") to be used by Hancap Facade AB to refinance the Facade Bridge Facility; and~~
  - (iii) ~~the remainder, for general corporate purposes of the Group.~~
- (b) ~~The Issuer shall use the Net Proceeds from the issuance of the First Subsequent Bonds towards:~~
  - (i) ~~payment of Transaction Costs;~~
  - (ii) ~~refinancing of the Bridge Facility and the Existing Bonds; and~~
  - (iii) ~~the remainder, to finance future acquisitions or for general corporate purposes of the Group.~~
- (c) ~~The Issuer shall use the Net Proceeds from the issuance of any Further Subsequent Bonds towards:~~
  - (i) ~~payment of Transaction Costs; and~~
  - (ii) ~~to finance future acquisitions or for general corporate purposes of the Group.~~

#### ~~4. Conditions Precedent~~

- (a) ~~The proceeds from the issuance of the Initial Bonds shall be held by the Arranger on the Initial Escrow Accounts and may only be released when the conditions precedent for disbursement of the Net Proceeds have been fulfilled pursuant to Clause 4(a) below, the proceeds from the issuance of the First Subsequent Bonds shall be held by the Arranger on the First Subsequent Escrow Accounts and may only be released when the conditions precedent for disbursement of the Net Proceeds have been fulfilled pursuant to Clause 4(c) below and the proceeds from the issuance of any Further Subsequent Bonds shall be held by the Arranger on the Further Subsequent Escrow Accounts and may only be released when the conditions precedent for disbursement of the Net Proceeds have been fulfilled pursuant to Clause 4(d) below.~~
- (b) ~~The Trustee's approval of the disbursement of the Net Proceeds from the Initial Bonds from the Initial Escrow Accounts are subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), that the following actions have been taken and that the following events have occurred;~~
  - (i) ~~confirmation from the Arranger that a sufficient amount of the Initial Bonds have been subscribed for;~~
  - (ii) ~~confirmation from the Arranger that the Transactions Costs have or will be paid on the date of disbursement;~~

- ~~(iii) — duly executed corporate authorization documents, issued by any party that shall execute a Finance Document;~~
- ~~(iv) — duly executed copies of the Finance Documents;~~
- ~~(v) — evidence that the necessary approval have been taken for the Subsequent Share Issue;~~
- ~~(vi) — a duly executed agreement where Per Helander unconditionally and irrevocably undertakes to subscribe for the shares to be issued pursuant to the Subsequent Equity Issue (to the extent the Subsequent Equity Issue is not subscribed for and fully paid up by other investors);~~
- ~~(vii) — a duly executed subordination agreement between the Trustee, the Issuer and Per Helander where, inter alia, Per Helander agrees not to convert or redeem any of his Preference shares (class B) before the Final Maturity Date and where Per Helander agrees to subordinate all claims for dividend payments in relation to Per Helander's preference shares and any other claims (including interest) that Per Helander has against the company (including under any vendor notes) and where Per Helander agrees that~~
  - ~~(A) — no dividend payments in relation to Per Helander's preference shares (unless the ratio of Net Interest Bearing Debt to EBITDA was below 4.50:1 in accordance with the most recent Compliance Certificate delivered to the Trustee and such dividend payment is considered to be prudent pursuant to Chapter 17, Section 3 of the Swedish Companies Act (Sw. aktiebolagslagen SFS 2005:551)); or~~
  - ~~(B) — no payments of other claims (including interest) that Per Helander has against any group company (including under any vendor notes), shall be made until after the Final Maturity Date (the "**Subordination Agreement**");~~
- ~~(viii) — evidence that the Initial Bond Issue Security has been duly provided and either has been or will be perfected in accordance with the terms of the Finance Documents;~~
- ~~(ix) — evidence that the Facade Bridge Facility will be repaid in full upon disbursement; and~~
- ~~(x) — evidence that security existing in favour of the Facade Bridge Facility will be released and discharged upon repayment of the Façade Bridge Facility.~~
- ~~(c) — The Trustee's approval of the disbursement of the Net Proceeds from the First Subsequent Bonds from the First Subsequent Escrow Accounts are subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), that the following actions have been taken and that the following events have occurred:~~



- ~~(i) — satisfied evidence that the Subsequent Equity Issue of SEK 50,000,000 has been fully paid up in the Issuer and proceeds paid in to the Issuers account;~~
- ~~(ii) — confirmation from the Arranger that a sufficient amount of the First Subsequent Bonds have been subscribed for;~~
- ~~(iii) — confirmation from the Arranger that the Transactions Costs have or will be paid on the date of disbursement;~~
- ~~(iv) — duly executed corporate authorization documents, issued by any party that shall execute a First Subsequent Bond Issue Security;~~
- ~~(v) — evidence that the First Subsequent Bond Issue Security (and, if any entities are acquired with the proceeds from the First Subsequent Issue, any Further Subsequent Bond Issue Security) has been duly provided and either has been or will be perfected as soon as practicable possible in accordance with the terms of the Finance Documents;~~
- ~~(vi) — evidence that the Bridge Facility and the Existing Bonds will be repaid in full upon disbursement (or, with respect to the Existing Bonds, within three (3) Business Days following disbursement); and~~
- ~~(vii) — evidence that security existing in favour of the Bridge Facility and the Existing Bonds will be released and discharged upon repayment of the Bridge Facility and the Existing Bonds.~~
- ~~(d) — The Trustee's approval of the disbursement of the Net Proceeds from any Further Subsequent Bonds from the Further Subsequent Escrow Accounts are subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), that the following actions have been taken and that the following events have occurred:~~
  - ~~(i) — confirmation from the Arranger that the Transactions Costs have or will be paid on the date of disbursement;~~
  - ~~(ii) — duly executed corporate authorization documents, issued by any party that shall execute the Further Subsequent Bond Issue Security (if any); and~~
  - ~~(iii) — evidence that the Further Subsequent Bond Issue Security (if any) has been duly provided and either has been or will be perfected as soon as practicable possible in accordance with the terms of the Finance Documents.~~
- ~~(e) — When the conditions precedent for disbursement set out in Clause 4(b) have been fulfilled to the satisfaction of the Trustee (acting reasonably) or waived by the Trustee, the Trustee shall notify the Arranger that the Net Proceeds may be released from the Initial Escrow Accounts, to be applied as set out in Clause 3 (Use of Proceeds) and in accordance with the instructions from the Arranger.~~

- ~~(f) — When the conditions precedent for disbursement set out in Clause 4(c) have been fulfilled to the satisfaction of the Trustee (acting reasonably) or waived by the Trustee, the Trustee shall notify the Arranger that the Net Proceeds may be released from the First Subsequent Escrow Accounts, to be applied as set out in Clause 3 (Use of Proceeds) and in accordance with the instructions from the Arranger.~~
- ~~(g) — When the conditions precedent for disbursement set out in Clause 4(d) have been fulfilled to the satisfaction of the Trustee (acting reasonably) or waived by the Trustee, the Trustee shall notify the Arranger that the Net Proceeds may be released from the Further Escrow Accounts, to be applied as set out in Clause 3 (Use of Proceeds) and in accordance with the instructions from the Arranger.~~
- ~~(h) — The Trustee may assume that the documentation delivered to it pursuant to Clause 4(a), 4(b), 4(c) and 4(d) or is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Trustee does not have to verify the contents of any such documentation.~~

### **3. Conditions Subsequent**

The Issuer shall use its best efforts to procure that the preference shares (Class D) and the Bonds are listed on a recognised marketplace no later than six (6) months after the Amendment and Restatement Date.

### **4. 5.Transfer Restrictions**

- (a) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due to e.g. its nationality, its qualification, its residency, its registered address or its place(s) for business). No party other than the Bondholder shall be responsible to ensure compliance with such laws and regulations and each Bondholder must ensure compliance with local laws and regulations applicable at their own cost and expense.
- (b) 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.

### **5. 6.Bonds in Book-Entry Form**

- (a) The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Norwegian Securities Register Act and the CSD Regulations. Registration requests relating to the Bonds shall be directed to an Account Operator.

- (b) The Issuer shall at all times ensure that the registration of the Bonds in the CSD is correct.
- (c) 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 Norwegian Securities Register Act.
- (d) The Issuer and the Trustee shall at all times be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Bonds. At the request of the Trustee, the Issuer shall promptly obtain such information and provide it to the Trustee.
- (e) For the purpose of or in connection with any Bondholders' Meeting under Clause ~~19-17~~ 17 (*Bondholders' Meeting*) or any direct communication to the Bondholders under Clause ~~20-18~~ 18 (*Written Procedure*), the Paying Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Bonds.
- (f) The Issuer shall issue any necessary power of attorney to such persons employed by the Trustee, as notified by the Trustee, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Bonds. The Issuer may not revoke any such power of attorney unless directed by the Trustee or unless consent thereto is given by the Bondholders.
- (g) The Issuer and the Trustee may use the information referred to in Clauses ~~5(d4(d))~~ 5(f4(f)) through ~~5(f4(f))~~ 5(f4(f)) only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

## 6. ~~7.~~ Right to Act on Behalf of a Bondholder

- (a) 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.
- (b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- (c) The Trustee 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 ~~7(b6(b))~~ 7(b6(b))

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 Trustee has actual knowledge to the contrary.

## 7. ~~8.~~ Payments in Respect of the Bonds

- (a) 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 relevant payment date, by way of (if no specific order is made by the Trustee) crediting the relevant amount to the bank account nominated by such Bondholder in connection with its Securities Account in the CSD.
- (b) 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.
- (c) All amounts payable under the Finance Documents shall be payable in the relevant denomination of the Bonds set out in Clause 2(a) 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.
- (d) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its Account Operator in the CSD) within five Business Days prior to a payment date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.
- (e) 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(d)~~8(e) during such postponement.
- (f) If payment or repayment is made in accordance with this Clause ~~8~~7, 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.

- (g) Any payment which shall be made under these Terms and Conditions on a date which is not a Business Day, shall be instead be made on the first following day that is a Business Day (no business day adjustment).
- (h) The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.
- (i) 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. ~~9.~~Interest

~~(a) Each Initial Bond carries Interest at the Interest Rate from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate from (but excluding) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.~~

- (a) The Issuer shall on the first Interest Payment Date falling after the Amendment and Restatement Date pay interest (A) for the period from (but excluding) the Interest Payment Date (as defined in the terms and Conditions prior to the Amendment and Restatement Date) prior to the Amendment and Restatement Date to (and including) 11 April 2019, calculated in accordance with the terms and conditions in force prior to the Amendment and Restatement Date and calculated on the total Nominal Amount outstanding prior to the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure and (B) for the period from (but excluding) 11 April 2019 to (and including) the first Interest Payment Date falling after the Amendment and Restatement Date, calculated in accordance with these Terms and Conditions and calculated on the total Nominal Amount outstanding after to the partial conversion to preference shares (Class D) pursuant to the Amendment and Restatement Written Procedure.
- (b) Cash Interest accrues during an Interest Period at the Cash Interest Rate (calculated on the Nominal Amount). Payment of Cash Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- (c) PIK Interest accrues during an Interest Period at the PIK Interest Rate (calculated on the Nominal Amount and the Deferred PIK Interest Amounts). PIK Interest may, at the election of the Issuer, on each Interest Payment Date be:
  - (i) paid to the Bondholders for the preceding Interest Period; or
  - (ii) added to (as applicable) the deferred NOK PIK interest amount (the "Deferred NOK PIK Interest Amount"), the deferred SEK PIK interest amount (the "Deferred SEK PIK Interest Amount") and the deferred USD PIK interest amount (the "Deferred USD PIK Interest Amount" and

together with the Deferred NOK PIK Interest Amount and the Deferred SEK PIK Interest Amount, the "Deferred PIK Interest Amounts), deferred until the relevant redemption date when the Bonds have been repaid in full provided that the Issuer may at any time pay the Deferred PIK Interest Amounts in full or in part to the Bondholders (provided that the Deferred SEK PIK Interest Amount, Deferred SEK PIK Interest Amount and the Deferred SEK PIK Interest Amount are repaid pro rata).

- (d) ~~(c)~~ Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).
- (e) ~~(d)~~ If the Issuer fails to pay any amount payable by it under these Terms and Conditions 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 hundred (500) basis 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 Trustee or the CSD, in which case the Interest Rate shall apply instead.

## 9. ~~10.~~ Redemption and Repurchase of the Bonds

### 9.1 ~~10.1~~ Redemption at maturity

The Issuer shall redeem all, but not some only, 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 Cash Interest, accrued but unpaid PIK Interest and the Deferred PIK Interest Amounts. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

### 9.2 ~~10.2~~ Issuer's purchase of Bonds

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

### 9.3 ~~10.3~~ Voluntary total redemption (call option)

- (a) The Issuer may redeem all, but not some only, of the outstanding Bonds at any time in full for the Call Option Amount for the relevant period.
- (b) Redemption in accordance with Clause ~~10.3(a)~~ 9.3(a) shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Trustee, 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 fulfillment 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.

#### 9.4 ~~10.4~~ Mandatory repurchase due to a Change of Control Event (put option)

- (a) Upon a Change of Control Event occurring, 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 per cent. of the Nominal Amount together with accrued but unpaid Cash Interest, accrued but unpaid PIK Interest and the Deferred PIK Interest Amounts, during a period of sixty (60) days following a notice from the Issuer of the Change of Control Event pursuant to Clause ~~12.1~~.1(b) (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- (b) The notice from the Issuer pursuant to Clause ~~12.1~~.1(b) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause ~~12.1~~.1(b). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause ~~10.4(a)~~9.4(a).
- (c) 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 ~~10.4.9.4~~, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause ~~10.4.9.4~~ by virtue of the conflict.
- (d) Any Bonds repurchased by the Issuer pursuant to this Clause ~~10.4.9.4~~ may at the Issuer's discretion be retained, sold or cancelled shall be promptly cancelled by the Issuer.

#### 10. ~~11.~~ Transaction Security and Guarantees

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants on the date of the disbursement of the proceeds from the ~~Initial Bond Issue the Initial Bond Issue~~ Bond issue the Transaction Security to the Secured Parties as represented by the Trustee.
- ~~(b) — As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants on the date of the disbursement of the proceeds from the First Subsequent Bond Issue the First Subsequent Bond Issue Security to the Secured Parties as represented by the Trustee.~~
- ~~(c) — As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants on the date of the disbursement of the proceeds from the Initial Bond Issue the Further Subsequent Bond Issue Security to the Secured Parties as represented by the Trustee.~~

~~(d) — No later than 30 Business Days after the date of the amended and restated Terms and Conditions and subject to applicable limitation language, the Issuer shall procure that each Guarantor will, as principal obligor (Sw. *proprieborgen*), pursuant to the Guarantee Agreement guarantee the punctual fulfilment by the Issuer of the payment obligations under the Finance Documents.~~

(b) ~~(e)~~ The Trustee shall hold the Transaction Security and the Guarantees on behalf of the Secured Parties in accordance with the Security Documents and the Guarantee Agreement. The Issuer shall enter into the Security Documents and perfect the Transaction Security in accordance with the Security Documents.

(c) ~~(f)~~ Unless and until the Trustee has received instructions from the Bondholders in accordance with Clause ~~18-16~~ 18-16 (*Decisions by Bondholders*), the Trustee shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Trustee's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security or the Guarantees, 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 or the Guarantees, in each case in accordance with the terms of the Finance Documents.

## 11. ~~12.~~ Information to Bondholders

### 11.1 ~~12.1~~ Information from the Issuer

(a) The Issuer shall:

(i) prepare and make available the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, on its website not later than 4 months after the expiry of each financial year;

(ii) prepare and make available any other information required by the Swedish Securities Market Act (Sw. *lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the applicable Regulated Market or multilateral trading facility on which the Bonds are listed;

~~(iii) — issue a Compliance Certificate to the Trustee in connection with (i) the issuance of Subsequent Bonds (other than the First Subsequent Bonds), (ii) delivery of the financial reports delivered for each Reference Date, and (iii) at the Trustee's request, within 20 days from such request;~~

(iii) ~~(iv)~~ keep the latest version of the Terms and Conditions available on the website of the Group; and



- (iv) ~~(v)~~ promptly notify the Trustee when the Issuer is or becomes aware of (i) the occurrence of a Change of Control, or (ii) that an Event of Default has occurred 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 Trustee with such further information as the Trustee may request (acting reasonably) following receipt of such notice.
  - (b) The Issuer shall immediately notify the Bondholders and the Trustee upon becoming aware of the occurrence of a Change of Control Event. Such notice may be given in advance of the occurrence of a Change of Control Event, and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event.
  - ~~(c) When the financial statements and other information are made available to the Bondholders pursuant to Clause 12.1(a), the Issuer shall send copies of such financial statements and other information to the Trustee. Together with the financial statements, the Issuer shall submit to the Trustee a compliance certificate (i) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it, and (ii) attaching copies of any notices sent to the applicable Regulated Market or multilateral trading facility on which the Bonds are admitted to trading. The compliance certificate shall be in a form agreed between the Issuer and the Trustee and include figures in respect of the relevant financial covenant(s) and the basis on which they have been calculated.~~
  - (c) ~~(d)~~ The Issuer shall immediately notify the Trustee (with full particulars) when the Issuer is or becomes 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 Trustee with such further information as it may reasonably request in writing following receipt of such notice. Should the Trustee not receive such information, the Trustee is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Trustee does not have actual knowledge of such event or circumstance.
  - (d) ~~(e)~~ The Issuer is only obliged to inform the Trustee according to this Clause ~~12.1.1~~ 12.1.1 if informing the Trustee would not conflict with any applicable laws ~~or, when the Bonds are listed, the Issuer's registration contract with the Regulated Market~~. If such a conflict would exist ~~pursuant to the listing contract with the Regulated Market or otherwise~~, the Issuer shall however be obliged ~~to either seek approval from the Regulated Market or~~ undertake other reasonable measures, including entering into a non-disclosure agreement with the Trustee, in order to be able to timely inform the Trustee according to this Clause ~~12.1.1~~ 12.1.1.

## 11.2 ~~12.2~~ Information from the Trustee and a Bondholders' committee

The Trustee 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 Trustee 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.

## 11.3 ~~12.3~~ Information among the Bondholders

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

## 11.4 ~~12.4~~ Publication of Finance Documents

- (a) The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Trustee.
- (b) The latest versions of the other Finance Documents shall be available to the Bondholders at the office of the Trustee during normal business hours.

## ~~13. Financial Testing~~

### ~~13.1 Maintenance test~~

~~The Issuer shall ensure that in respect of each Relevant Period ending on a Reference Date, from and including the Amendment and Restatement Date until the Final Maturity Date, the Interest Cover Ratio shall be greater than 1.2:1 calculated in accordance with the calculation principles set out in Clause 13.4 (Calculation Adjustments), on a consolidated basis and based on the most recently delivered Financial Report.~~

### ~~13.2 Incurrence Test~~

~~The Incurrence Test is met if, at the relevant time;~~

- ~~(a) the Net Interest Bearing Debt to EBITDA is not greater than 4.5:1;~~
- ~~(b) the Interest Cover Ratio is greater than 2.5:1; and~~
- ~~(c) no Event of Default is continuing or would occur upon the issuance of Subsequent Bonds,~~

~~calculated in accordance with the calculation principles set out in Clause 13.4 (Calculation Adjustments), on a consolidated basis and based on the most recently delivered Financial Report.~~

### 13.3 Testing

- ~~(a) — The calculation of the Maintenance Covenant shall be made on each Reference Date with respect to the Relevant Period ending on such Reference Date. The first Reference Date for testing the Maintenance Covenant shall be the date falling on the Reference Date falling on 31 December 2018.~~
- ~~(b) — The calculation of the ratio of Net Interest Bearing Debt to EBITDA for the Incurrence Test shall be made as per a testing date determined by the Issuer, falling no more than one month prior to the incurrence of the new Financial Indebtedness or the distribution of the Restricted Payment. The Net Interest Bearing Debt shall be measured on the relevant testing date so determined, but include the new Financial Indebtedness provided it is an interest bearing obligation (however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce the Net Interest Bearing Debt). EBITDA shall be calculated as set out in Claus 13.4 below.~~
- ~~(c) — When the Interest Coverage Ratio is measured under the Incurrence Test, as applicable, the calculation of the Interest Coverage Ratio shall be made for the Reference Period ending on the last day of the period covered by the most recent Financial Report.~~

### 13.4 Calculation Adjustments

- ~~(a) — For the purpose of the Maintenance Covenant, the figures for EBITDA and Net Finance Charges for the Relevant Period ending on the relevant Reference Date shall be used but adjusted so that:~~
  - ~~(i) — entities acquired or disposed of by the Group during the Relevant Period, or after the end of the Relevant Period but before the relevant testing date, shall be included or excluded (as applicable), pro forma, for the entire Relevant Period; and~~
  - ~~(ii) — any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, pro forma, for the entire Relevant Period.~~

### 13.5 Equity cure

- ~~(a) — If there is a breach of the Maintenance Covenant, no Event of Default will occur if, within twenty Business Days of a delivery of the relevant Compliance Certificate evidencing that breach, the Issuer has received equity injection in cash in the form of a share issue or an unconditional shareholder contribution and has deposited such equity injection in an amount sufficient to ensure compliance with the Maintenance Covenant, as at the relevant test date (the "**Cure Amount**") on a bank account (the "**Cure Account**") pledged in favour of the Bondholders and the Trustee. The Issuer shall notify the Bondholders of any deposition of the Cure Amount on the Cure Account.~~
- ~~(b) — The Issuer shall at any time (upon the request by the Trustee (upon the instruction by the bondholders)) apply the deposited Cure Amount towards prepayment of the Bonds pro rata with minimum SEK 1 per Bond and shall be an even amount in~~

~~Swedish Kronor and rounded down to the nearest SEK 1. If prepayment of the Bonds can not be made with minimum SEK 1, the amount shall be deposited to a blocked account to be used upon the next following prepayment. Any such repayment shall be made with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period.~~

- ~~(c) — Upon a repayment of a Cure Amount or as long as any Cure Amount is deposited on the Cure Account, the calculation of the Interest Coverage Ratio shall be adjusted so that the Net Finance Charges for the Reference Period is reduced with an amount equal to the Cure Amount, multiplied with the average interest rate paid by the Company under the Bonds after taken into account payments and receipt under the hedging arrangements during the previous 12 month period. Any Equity Cure shall for the calculation of Interest Coverage Ratio be counted in any calendar quarter and shall be included in the financial covenant calculations until such time as that calendar quarter falls outside the Reference Period.~~
- ~~(d) — Any Equity cure must be made in cash and no more than three (3) Equity cures are to be made over the life of the Bonds. Equity cures may not be injected in respect of any consecutive calendar quarters.~~

## 12. ~~14.~~ General Undertakings

### 12.1 ~~14.1~~ General

The Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) comply with the undertakings set out in this Clause ~~13-~~12 for as long as any Bonds remain outstanding.

### 12.2 ~~14.2~~ Distributions

- (a) The Issuer shall not, and shall procure that none of its Subsidiaries:
- (i) pay any dividend in respect of its shares (other than to the Issuer and any wholly-owned Subsidiary of the Issuer);
  - (ii) repurchase, redeem or reduce its share capital or other restricted or unrestricted equity with repayment to shareholders, other than ~~in relation to redemption of preference shares (class A) issued by the Issuer provided that such shares are redeemed by way of issuing new ordinary shares or with cash from such issuance of new ordinary shares and that the share capital in the Issuer is not reduced~~dividend on Preference Shares (Class D) provided that there are no Deferred PIK Interest Amounts outstanding;
  - (iii) repay any loans granted by its direct or indirect shareholders or pay interest thereon (other than ~~to the Issuer and any wholly-owned Subsidiary of the Issuer~~the Bridge Proceeds Loan);
  - (iv) make any prepayments or repayments under any long-term debt ranking junior or *pari passu* with the Bonds (other than in an aggregate

maximum amount of SEK 30,000,000 or under any Export Credit Facility or Working Capital Facility);

- (v) grant any loans except to Group Companies or Mistral Energi AB provided that Hancap Facade AB owns 49 per cent. of Mistral Energi AB; or
- (vi) make any other similar distribution or transfers of value to the Issuer's, or the Subsidiaries', direct and indirect shareholders or the Affiliates of such direct and indirect shareholders (other than to the Issuer and any wholly-owned Subsidiary of the Issuer)<sup>7.2</sup>.

~~(b) Notwithstanding the above, the Issuer shall, provided that no Event of Default is outstanding and that such dividend payment is considered to be prudent pursuant to Chapter 17, Section 3 of the Swedish Companies Act (Sw. aktiebolagslagen SFS 2005:551), not be restricted from paying dividends on its preference shares:~~

~~(i) from the First Issue Date until 31 December 2018;~~

~~(ii) from 1 December 2019 until the Final Maturity Date, if the Interest Coverage Ratio was greater than 1.5:1 for the Reference Period directly preceding the period on which the dividend shall be made, provided that (A) the Interest Coverage Ratio for this purpose shall be calculated on the same basis as the Maintenance Covenant and (B) the Interest Coverage Ratio for the next Reference Period will be greater than 1.5:1 calculated on a pro-forma basis,~~

~~provided that, any dividends declared with respect to preference shares held by Per Helander shall not be paid in cash to Per Helander until after the Final Maturity Date and such claim shall be subordinated to the Bonds until after the Bonds have been redeemed in full (unless the ratio of Net Interest Bearing Debt to EBITDA was below 4.50:1 in accordance with the most recent Compliance Certificate delivered to the Trustee).~~

## 12.3 ~~14.3~~ Nature of Business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the First Issue Date if such substantial change would have a Material Adverse Effect.

## 12.4 ~~14.4~~ Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries, incur any Financial Indebtedness, provided however that the Issuer and the Subsidiaries have a right to incur Financial Indebtedness that constitute Permitted Debt, if such Permitted Debt is incurred on market terms (or better).

## 12.5 ~~14.5~~ Share Issue

The Issuer shall procure that none of its Subsidiaries, issues any additional shares, other than any share issue in Mistral Energi AB provided that such share issue in Mistral Energi AB does not result in Hancap Facade AB ceases to own or control, directly or indirectly, 49 per cent. of the share capital or voting rights in Mistral Energi AB.

## 12.6 ~~14.6~~ Disposal of Assets

- (a) Subject to paragraph (b) below, the Issuer shall not, and shall procure that none of its Subsidiaries, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any person not being the Issuer or any of its wholly-owned Subsidiaries.
- (b) (Notwithstanding paragraph (a) above, the Group may sell or otherwise dispose of shares in subsidiaries to any person not being the Issuer or any of its wholly-owned Subsidiaries (subject to the Trustee's approval of the release of the relevant Transaction Security which shall be granted if the Trustee has received evidence that an amount equal to the purchase price of any such disposal has been or will, immediately following such disposal, be deposited on a blocked account pledged to the Bondholders), provided that, in each case, an amount equal to the purchase price of any such disposal shall be deposited on a blocked account pledged to the Bondholders and such amounts shall:
  - (i) be applied towards repayment of Super Senior Debt;
  - (ii) if permitted under the Super Senior Debt or if the Super Senior Debt has been repaid in full:
    - (A) ~~(i) before the date falling one (1) year from the date of such disposal~~ be applied towards acquiring an entity within the same line of business ~~(provided that (i) for any acquisition before 1 January 2017, the ratio Net Interest Bearing Debt to EBITDA is less and Interest Coverage Ratio is higher (calculated pro forma including its subsidiaries) for the acquired entity than for the disposed of entity, and (ii) for any acquisition from and including 1 January 2017 the Incurrence Test is met (calculated pro forma including such acquired entity and its subsidiaries))~~ provided that the shares in such acquired entity is granted to the Bondholders represented by the Trustee in connection with such acquisition; or
    - (B) ~~(ii)~~ be applied towards repayment of the Bonds (pro rata) at a price equal to the amounts set out in the definition "Call Option Amount" with minimum SEK 1 per Bond and shall be an even amount in Swedish Kronor and rounded down to the nearest SEK 1. If prepayment of the Bonds ~~can not~~ cannot be made with minimum SEK 1, the amount shall be deposited to a blocked account pledged to the Bondholders to be used upon the next following prepayment.

## 12.7 ~~14.7~~ Mergers and demergers

The Issuer shall not, and shall procure that none of its Subsidiaries, enter into a merger or demerger if such merger or demerger is likely to have a Material Adverse Effect. The Issuer shall not enter into a merger where the Issuer is not the surviving entity and the Issuer shall not enter into a demerger.

## 12.8 ~~14.8~~ Dealings with related parties

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

## 12.9 ~~14.9~~ Negative Pledge

The Issuer shall not, and shall procure that none of its Subsidiaries, provide, prolong or renew any security over any of its/their assets (present or future) to secure any loan or other indebtedness, provided however that the Group Companies have a right to (i) provide, prolong and renew any Permitted Security, and (ii) retain, but not prolong or renew, any existing security in relation to indebtedness held by an entity acquired by a Group Company.

## ~~14.10 Listing of the Bonds~~

~~The Issuer shall use its best efforts to ensure that the Bonds are listed at the corporate bond list on Nasdaq First North no later than 30 days after the First Issue Date and the Issuer shall take all reasonable measures to ensure that the Bonds are listed accordingly, provided that the Bonds shall in any case be listed within 60 days after the First Issue Date, and the Issuer shall thereafter take all measures required to ensure that the Bonds, once listed on Nasdaq First North, continue being listed on Nasdaq First North for as long as any Bond is outstanding (however, taking into account the rules and regulations of Nasdaq First North and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).~~

## 12.10 ~~14.11~~ Undertakings relating to the Trustee Agreement

- (a) The Issuer shall, in accordance with the Trustee Agreement:
  - (i) pay fees to the Trustee;
  - (ii) indemnify the Trustee for costs, losses and liabilities;
  - (iii) furnish to the Trustee all information requested by or otherwise required to be delivered to the Trustee; and
  - (iv) not act in a way which would give the Trustee a legal or contractual right to terminate the Trustee Agreement.

- (b) The Issuer and the Trustee shall not agree to amend any provisions of the Trustee Agreement without the prior consent of the Bondholders if the amendment would be detrimental to the interests of the Bondholders.

#### ~~14.12 New Market Loans~~

~~The Issuer shall not, and shall ensure that no other Group Company will issue any Market Loans with a final maturity date prior to or on the Final Maturity Date.~~

### 13. ~~15.~~ Events of Default and Acceleration of the Bonds

Each of the events or circumstances set out in this Clause ~~15~~-13 (other than Clause ~~15.3.1~~10 (*Acceleration of the Bonds*)) is an Event of Default.

#### 13.1 ~~15.1~~ Non-Payment

The Issuer or a Guarantor fails to pay an amount on the date it is due in accordance with the Finance Documents unless its failure to pay is caused by administrative or technical error and payment is made within 5 Business Days of the due date.

#### ~~15.2 Maintenance Covenant~~

~~The Issuer has failed to comply with the Maintenance Covenant unless a Cure Amount has been paid to the Cure Account within twenty Business Days of a delivery of the relevant Compliance Certificate evidencing the breach, in accordance with Clause 13.5 (*Equity cure*).~~

#### 13.2 ~~15.3~~ Other Obligations

The Issuer does not comply with its obligations under the Finance Documents, in any other way than as set out under Clause ~~15.1 or Clause 15.2~~-13.1 above, provided that the Issuer has not remedied the failure within fifteen (15) Business Days of the earlier of the Trustee giving notice and the Issuer becoming aware of the non-compliance (if the failure or violation is not capable of being remedied, the Trustee may declare the Bonds payable without such prior written request).

#### 13.3 ~~15.4~~ Cross-Acceleration

Any Financial Indebtedness of any Group Company is not paid when due as extended by any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this Clause ~~15.3.4~~3 if the aggregate amount of Financial Indebtedness is less than SEK 5,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

#### 13.4 ~~15.5~~ Insolvency

- (a) Any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated



financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or

- (b) a moratorium is declared in respect of the Financial Indebtedness of any Group Company.

### 13.5 ~~15.6~~ **Insolvency Proceedings**

Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to Subsidiaries, solvent liquidations) in relation to:

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any Group Company; and
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets or any analogous procedure or step is taken in any jurisdiction.

### 13.6 ~~15.7~~ **Mergers and Demergers**

A decision is made that any Group Company shall be demerged or merged if such merger or demerger is likely to have a Material Adverse Effect or a decision where the Issuer shall enter into a merger where the Issuer is not the surviving entity or a demerger.

### 13.7 ~~15.8~~ **Creditors' Process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value of an amount equal to or exceeding SEK 2,000,000 and is not discharged within 30 days.

### 13.8 ~~15.9~~ **Impossibility or Illegality**

It is or becomes impossible or unlawful for the Issuer to fulfill or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.

### 13.9 ~~15.10~~ **Continuation of the Business**

The Issuer or any other Group Company ceases to carry on its business or in the case of a merger or a demerger as stipulated in Clause ~~15.3.76~~ above.

### 13.10 ~~15.11~~ **Acceleration of the Bonds**

- (a) If an Event of Default has occurred and is continuing, the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not some only, of the Bonds due for payment together with any other amounts payable

under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Maturity Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

- (b) The Trustee may not accelerate the Bonds in accordance with Clause ~~15.3.140~~ (a) 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).
- (c) The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing. The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be accelerated. If the Trustee decides not to accelerate the Bonds, the Trustee shall promptly seek instructions from the Bondholders in accordance with Clause ~~18-16~~ (*Decisions by Bondholders*). The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (d) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may 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.
- (e) 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.
- (f) ~~In~~ Subject to the Intercreditor Agreement, in the event of an acceleration of the Bonds in accordance with this Clause ~~15.3.140~~, the Issuer shall redeem all Bonds with an amount equal to the redemption amount specified in Clause ~~10.3-9.3~~ (*Voluntary Total Redemption (call option)*), as applicable considering when the acceleration occurs.

#### 14. ~~16.~~ Distribution of Proceeds

- (a) All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause ~~15-13~~ (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security or the Guarantees (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the Secured Obligations) shall be distributed in ~~the following order of priority, in~~ accordance with the ~~instructions of the Trustee:~~ Intercreditor Agreement.

- ~~(i) — first, in or towards payment pro rata of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee in accordance with the Trustee Agreement (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 Trustee, (iii) any costs incurred by the Trustee for external experts that have not been reimbursed by the Issuer in accordance with Clause 22.2(e), and (iv) any costs and expenses incurred by the Trustee in relation to a Bondholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 18(c), together with default interest in accordance with Clause 9(d) on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;~~
- ~~(ii) — secondly, in or towards payment pro rata of any cost and expenses incurred by a Bondholders' Committee in accordance with an agreement with the Issuer pursuant to Clause 17(e) that have not been reimbursed by the Issuer;~~
- ~~(iii) — 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);~~
- ~~(iv) — fourthly, in or towards payment pro rata of any unpaid principal under the Bonds; and~~
- ~~(v) — 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(d) on delayed payments of Interest and repayments of principal under the Bonds..~~

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

- (b) If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause ~~16(a)(i) or ((a)(ii))~~14(a), such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause ~~16(a)(i) or ((a)(ii))~~14(a).
- (c) Funds that a Bondholder receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security constitute escrow funds (Sw. *redovisningsmedel*) and must be ~~held on a separate interest bearing account on behalf of the Bondholders and the other interested parties. The Trustee shall arrange for payments of such funds in accordance with this Clause 15.11(f) as soon as reasonably practicable~~promptly turned over to the Security Agent to be applied in accordance with the Intercreditor Agreement.

- (d) If the Issuer or the Trustee shall make any payment under this Clause ~~153.140~~(f), the Issuer or the Trustee, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause ~~8(a)~~7(a) shall apply.

## 15. ~~17.~~ Bondholders' Committee

- (a) The Bondholders may appoint a committee (a "Bondholders' Committee") to represent the interests of the Bondholders. A Bondholders' Committee shall consist of no less than three (3) natural persons. All members of a Bondholders' Committee shall be elected at a Bondholders' Meeting.
- (b) Each Bondholder is entitled to nominate candidates to the Bondholders' Committee by notice to the Trustee no later than two (2) Business Days prior to the Bondholders' Meeting. At the Bondholders Meeting all candidates so nominated shall be presented to the Bondholders. Each Bondholder that is entitled to vote shall for such election have the same number of votes to cast for each Bond as the total number of persons to be elected. A Bondholder may cast its votes for one or several of the candidates. The candidates that receive the most votes shall be elected to the Bondholders' Committee.
- (c) A Bondholders' Committee may enter into discussions with the Issuer and other creditors of the Issuer and by majority decision among its members (i) adopt such procedural rules as it considers appropriate and (ii) prepare proposals and recommendations to the Bondholders. A Bondholders' Committee may not bind the Bondholders to any agreement or decision. The Trustee shall provide reasonable assistance to the Bondholders' Committee and participate in its meetings.
- (d) The Bondholders' Committee may agree with the Issuer not to disclose information received from the Issuer provided that it, in the reasonable opinion of the Bondholders' Committee, is beneficial to the interests of the Bondholders. The Trustee shall be a party to such agreement and receive the same information from the Issuer as the Bondholders' Committee.
- (e) The Bondholders' Committee and the Issuer may agree that the Issuer shall pay certain costs and expenses incurred by the Bondholders' Committee. Otherwise the Bondholders' Committee is not entitled to be reimbursed for any costs or expenses.

## 16. ~~18.~~ Decisions by Bondholders

- (a) A request by the Trustee for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only

be validly made by a person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Trustee and 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 Trustee and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Trustee. The person requesting the decision may suggest the form for decision making, but if it is in the Trustee'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. Notwithstanding the foregoing, the appointment of a Bondholders' Committee shall always be dealt with at a Bondholders' Meeting.

- (c) The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Trustee that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- (d) Should the Trustee not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 186(c) being applicable, the Issuer 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 Issuer or the Issuing Trustee shall upon request provide the Issuer or the convening Bondholder(s) with the information available in the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Bonds in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be.
- (e) Should the Issuer want to replace the Trustee, it may (i) convene a Bondholders' Meeting in accordance with Clause 197(a) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 2018(a), in both cases with a copy to the Trustee. After a request from the Bondholders pursuant to Clause 220.4(c), 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 197(a). The Issuer shall inform the Trustee before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Trustee is proposed to be replaced is sent and shall, on the request of the Trustee, append information from the Trustee together with the a notice or the communication.
- (f) Only a person who is, or who has been provided with a power of attorney pursuant to Clause 7-6 (*Right to Act on Behalf of a Bondholder*) from a person who is, registered as a Bondholder:
  - (i) on the Business Day specified in the notice pursuant to Clause 197(c) of the Bondholders' Meeting, or
  - (ii) on the Business Day specified in the communication pursuant to Clause 2018(b), 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 definition of Adjusted Nominal Amount. Such Business Day specified pursuant to paragraph (i) or (ii) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

- (g) 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 ~~20(b)~~18(b):
  - (i) a change to the terms of any of Clauses 2(a), 2(~~g~~d) and ~~5(b)~~4(b);
  - (ii) a change to the terms for the distribution of proceeds set out in Clause ~~16-14~~14 (*Distribution of Proceeds*);
  - (iii) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause ~~18~~6;
  - (iv) a change to the definition "Cash Interest Rate" or "PIK Interest Rate" set out in Clause 1.1 (*Definitions*);
  - (v) a release of the Transaction Security or Guarantees, except in accordance with the terms of the Security Documents;
  - (vi) 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;
  - (vii) a mandatory exchange of the Bonds for other securities; and
  - (viii) early redemption of the Bonds, other than upon an acceleration of the Bonds pursuant to Clause ~~15-13~~13 (*Events of Default and Acceleration of the Bonds*) or as otherwise permitted or required by these Terms and Conditions.
- (h) Any matter not covered by Clause ~~18~~6(g) shall require the consent of Bondholders representing more than 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 ~~20(b)~~18(b). 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 ~~21(a)(i)~~19(a)(i) or (~~21(a)(ii)~~19(a)(ii))), an acceleration of the Bonds, the appointment of a Bondholders' Committee, or the enforcement of any Transaction Security.
- (i) 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 ~~18~~6(g),

and otherwise twenty (20) per cent. of the ~~Adjusted Nominal~~ Adjusted Nominal Amount:

- (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
- (ii) if in respect of a Written Procedure, reply to the request.

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.

- (j) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Trustee or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 19(a)) or initiate a second Written Procedure (in accordance with Clause ~~20(a)~~ 18(a)), 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 ~~18~~ 6(j), the date of request of the second Bondholders' Meeting pursuant to Clause ~~19~~ 7(a) or second Written Procedure pursuant to Clause ~~20(a)~~ 18(a), as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause ~~18~~ 6(i) shall not apply to such second Bondholders' Meeting or Written Procedure.
- (k) Any decision which extends or increases the obligations of the Issuer or the Trustee, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Trustee, under the Finance Documents shall be subject to the Issuer's or the Trustee's consent, as applicable.
- (l) 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.
- (m) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (n) 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 other Bondholders.

- (o) All reasonable costs and expenses incurred by the Issuer or the Trustee for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Trustee, shall be paid by the Issuer.
- (p) 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 Trustee provide the Trustee with a certificate specifying the number of Bonds (and the relevant denomination of such Bonds) owned by Group Companies or Affiliates, irrespective of whether such person is directly registered as owner of such Bonds. The Trustee shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Bond is owned by a Group Company or Affiliates.
- (q) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each person registered as a Bondholder on the date referred to in Clause ~~18~~17(f)(i) or ~~18~~17(f)(ii), as the case may be, and be published on the websites of the Issuer and the Trustee, 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 Trustee, as applicable.

## 17. ~~19.~~ Bondholders' Meeting

- (a) The Trustee shall convene a Bondholders' Meeting as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Bondholder on a date selected by the Trustee which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- (b) The notice pursuant to Clause ~~19~~17(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders), (iv) the day on which a person must be Bondholder in order to exercise Bondholders' rights at the Bondholders' Meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (c) 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.
- (d) Without amending or varying these Terms and Conditions, the Trustee may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Trustee may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.



## 18. ~~20.~~Written Procedure

- (a) The Trustee shall instigate a Written Procedure as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to such person who is registered as a Bondholder on a date selected by the Trustee which falls no more than five (5) Business Day prior to the date on which the communication is sent.
- (b) A communication pursuant to Clause ~~20(a)~~18(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the 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 ~~20(a)~~18(a)). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- (c) When consents from Bondholders representing the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses ~~186(g)~~186(g) and ~~186(g)(i)~~186(g)(i) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause ~~186(g)~~186(g) or ~~186(g)(i)~~186(g)(i), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## 19. ~~21.~~Amendments and Waivers

- (a) The Issuer and the Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause ~~18-16~~18-16 (*Decisions by Bondholders*).
- (b) 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.

- (c) The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause ~~21~~19(a), 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~~1.3 (*Information among the Bondholders*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority (to the extent such registration is possible in accordance with the rules of the CSD).
- (d) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Trustee, as the case may be.

## 20. ~~22.~~ Appointment and Replacement of the Trustee

### 20.1 ~~22.1~~ Appointment of the Trustee

- (a) By subscribing for Bonds, each initial Bondholder appoints:
  - (i) the Trustee to act as its trustee in all matters relating to the Bonds and the Finance Documents, and authorises the Trustee 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 including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and Guarantees.
- (b) By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Trustee and the Security Agent to act on its behalf, as set out in Clause ~~22~~20.1(a).
- (c) Each Bondholder shall immediately upon request provide the Trustee and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee or the Security Agent, as applicable), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Trustee nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request.
- (d) The Issuer shall promptly upon request provide the Trustee and the Security Agent with any documents and other assistance (in form and substance satisfactory to the Trustee or the Security Agent, as applicable), that the Trustee or the Security Agent, as applicable deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- (e) The Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Trustee's

obligations as Trustee under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

- (f) The Trustee 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.

## **20.2 ~~22.2~~ Duties of the Trustee**

- (a) The Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, holding the Transaction Security and Guarantees pursuant to the Security Documents and Guarantee Agreement on behalf of the Bondholders and, if relevant, enforcing the Transaction Security and/or Guarantees on behalf of the Bondholders. Except as specified in Clause 3~~(b)~~4 (*Conditions Precedent*), the Trustee is not responsible for the execution or enforceability of the Finance Documents or the perfection of the Transaction Security.
- (b) When acting in accordance with the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Trustee is entitled to delegate its duties to other professional parties, but the Trustee shall remain liable for the actions of such parties under the Finance Documents.
- (d) The Trustee shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders 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.
- (e) The Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Trustee pay all reasonable costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or the Transaction Security which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents. Any compensation for damages or other recoveries received by the Trustee 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 1~~6~~4 (*Distribution of Proceeds*).
- (f) The Trustee shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Trustee, as may be necessary in order for the Trustee to carry out its duties under the Finance Documents.

- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (i) The Trustee shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or (ii) if it refrains from acting for any reason described in Clause ~~20.2~~20.2(h).

### 20.3 ~~22.3~~ Limited liability for the Trustee

- (a) The Trustee will not 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 Trustee shall never be responsible for indirect loss.
- (b) The Trustee shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Trustee or if the Trustee has acted with reasonable care in a situation when the Trustee considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- (c) The Trustee 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 Trustee to the Bondholders, provided that the Trustee 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 Trustee for that purpose.
- (d) The Trustee shall have no liability to the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with Clause ~~18-16~~18-16 (*Decisions by Bondholders*) or a demand by Bondholders given pursuant to Clause ~~153.109~~153.109.
- (e) Any liability towards the Issuer which is incurred by the Trustee 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.

## 20.4 ~~22.4~~ Replacement of the Trustee

- (a) Subject to Clause ~~22.4~~ 20.4(f), the Trustee may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Trustee at a Bondholders' Meeting convened by the retiring Trustee or by way of Written Procedure initiated by the retiring Trustee.
- (b) Subject to Clause ~~22.4~~ 20.4(f), if the Trustee is Insolvent, the Trustee shall be deemed to resign as Trustee with immediate effect and the Issuer shall within ten (10) Business Days appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (c) A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Trustee and appointing a new Trustee. 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 Trustee be dismissed and a new Trustee appointed.
- (d) If the Bondholders have not appointed a successor Trustee within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Trustee was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (e) The retiring Trustee shall, at its own cost, make available to the successor Trustee such documents and records and provide such assistance as the successor Trustee may reasonably request for the purposes of performing its functions as Trustee under the Finance Documents.
- (f) The Trustee's resignation or dismissal shall only take effect upon the appointment of a successor Trustee and acceptance by such successor Trustee of such appointment and the execution of all necessary documentation to effectively substitute the retiring Trustee.
- (g) Upon the appointment of a successor, the retiring Trustee 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 Trustee. 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 Trustee.

- (h) In the event that there is a change of the Trustee in accordance with this Clause ~~22~~20.4, the Issuer shall execute such documents and take such actions as the new Trustee may reasonably require for the purpose of vesting in such new Trustee the rights, powers and obligation of the Trustee and releasing the retiring Trustee from its further obligations under the Finance Documents. Unless the Issuer and the new Trustee agrees otherwise, the new Trustee shall be entitled to the same fees and the same indemnities as the retiring Trustee.

## 21. ~~23.~~ Appointment and Replacement of the Paying Agent

- (a) 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.
- (b) 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.
- (c) 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.

## 22. ~~24.~~ Appointment and Replacement of the CSD

- (a) 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.
- (b) 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 ~~or the listing of the Bonds~~. The replacing CSD must be authorised to professionally conduct clearing operations and be authorised as a central securities depository in accordance with the applicable law.

## 23. ~~25.~~ No Direct Actions by Bondholders

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

obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Trustee.

- (b) Clause ~~25~~3(a) above shall not apply if the Trustee 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 ~~22~~0.1(c)), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or by any reason described in Clause ~~22~~0.2(h), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause ~~22~~0.2(i) before a Bondholder may take any action referred to in Clause ~~25~~3(a).
- (c) The provisions of Clause ~~25~~3(a) shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause ~~10.4~~9.4 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

## 24. ~~26.~~ Prescription

- (a) The right to receive repayment of the principal of the Bonds shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been prescribed and has become void.
- (b) If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag* (1981:130)), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

## 25. ~~27.~~ Notices and Press Releases

### 25.1 ~~27.1~~ Notices

- (a) Subject to Clause ~~27~~5.1(c), any notice or other communication to be made under or in connection with the Finance Documents:
  - (i) if to the Trustee, 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 Trustee to the Issuer from time to time;

- (ii) if to the Issuer, to the following address:  
Hancap AB (publ)  
C/O Santex AB  
att: ~~Johan Berglund~~[Mark Baljeu](#)  
Montörgatan 9  
301 80 Halmstad, Sweden  
or, if sent by email by the Trustee, to the email address notified by the Issuer to the Trustee from time to time; and
  - (iii) if to the Bondholders, shall (a) if made by the Trustee, be sent via the CSD with a copy to the Issuer, and (b) if made by the Issuer, be sent via the Trustee, alternatively through the CSD with a copy to the Trustee. A notice to the Bondholders shall also be published on the websites of the Issuer and the Trustee.
- (b) 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 (a)(iii) above) or letter, or, if between the Issuer and the Trustee, 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 ~~27.5~~[25.1](#)(a) or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause ~~27.5~~[25.1](#)(a), or in case of notice or other communication posted through the CSD, on the date of the message being issued by the CSD, or, in case of email, when received in readable form by the email recipient.
  - (c) Any notice pursuant to the Finance Documents shall be in English.
  - (d) If an Event of Default is continuing, any notice or other communication made by the Trustee to the Issuer under or in connection with the Finance Documents may, provided that the Trustee deems it necessary in order to preserve the Bondholders' rights under the Finance Documents, be sent by email and will be effective on the day of dispatch (unless a delivery failure message was received by the Trustee), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day. Any notice or other communication to be sent by email by the Trustee to the Issuer in accordance with this paragraph (c) shall be sent to the CFO or the CEO of the Issuer, to the email addresses most recently notified by the Issuer to the Trustee.

## [25.2](#) ~~27.2~~ Press releases

- (a) Any notice that the Issuer or the Trustee shall send to the Bondholders pursuant to Clauses ~~10.3–9.3~~ (*Voluntary total redemption (call option)*), ~~10.4–9.4~~ (*Mandatory repurchase due to a Change of Control Event (put option)*), ~~12.1~~[11.1](#)(b), ~~12.1~~[11.1](#)(~~dc~~), ~~15.3~~[14.1](#)(c), ~~18.6~~(q), ~~19.7~~(a), ~~20(a)and 21(b)~~[18\(a\)and 19\(b\)](#) shall also be published by way of press release by the Issuer or the Trustee, as applicable.



- (b) In addition to Paragraph (a) above, if any information relating to the Bonds or the Group contained in a notice the Trustee may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Trustee 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 Trustee 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 Trustee shall be entitled to issue such press release.

## 26. ~~28.~~ Force Majeure and Limitation of Liability

- (a) Neither the Trustee nor the Issuing Trustee 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 Trustee or the Paying Agent itself takes such measures, or is subject to such measures.
- (b) 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.
- (c) Should a Force Majeure Event arise which prevents the Trustee 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.
- (d) The provisions in this Clause ~~27~~5.2(a) apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## 27. ~~29.~~ Governing Law and Jurisdiction

- (a) 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.
- (b) The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (Sw. *Stockholms tingsrätt*).
- (c) Paragraphs (a) and (b) above shall not limit the right of the Trustee (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.
- (d) Notwithstanding the above, the Bonds shall be registered pursuant to the Norwegian Securities Register Act.

We hereby certify that the above terms and conditions are binding upon ourselves.

Place:

Date:

**Hancap AB (publ)**

as Issuer

---

Name:

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

Place:

Date:

**Intertrust (Sweden) AB**

as Trustee

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Name:

**Schedule 4**  
**RISK FACTORS**

## **Risk factors**

There are risks both regarding circumstances linked to the Issuer and its subsidiaries (jointly the "**Group**") as a whole and those which bear no specific relation to the Issuer and/or the Group. In addition to the other information in the investor presentation relating to the Bonds as well as a general evaluation of external factors, investors should carefully consider the risk factors described below before making any investment decision. The occurrence of any of the events mentioned below could have a material adverse effect on the Company's and/or the Group's operations, financial position and results of operations. The risks presented in this document are not exhaustive, and other risks not at present known to the Group, or that the Group currently thinks are insignificant and therefore has not included herein, may also adversely affect the Group and the Group's ability to service its debt obligations under the Bonds. Prospective investors should consider carefully the information contained herein and make an independent evaluation before making any investment decision. Risk and risk-taking is an inevitable part of investing in bonds and preferential shares.

The risk factors below are not given in any particular order.

## **Considerations relating to the Request specifically**

### **Insolvency, financing and liquidity risk**

The Issuer and its subsidiaries have a very strained liquidity situation with a large amounts of supplier debt that is overdue for payment. With regard to the Group's financial situation, if a creditor were to file a petition for bankruptcy against the Issuer or certain subsidiaries, there is a risk that bankruptcy proceedings would be commenced. While the Bond Set-Off will if implemented recapitalize the Issuer and the Group to some extent, it should be noted that similar financial constraints may occur in the future and moreover, as set out above, there is a risk that the contemplated restructuring and recapitalization will not be possible to implement. Moreover, the Issuer's subsidiary, Skandinaviska Glassystem AB, is under an obligation to repay a previously received advance payment of SEK 32,000,000 in mid-April and the ability to repay such debt depends on the Group's ability to raise new financing in connection with the ongoing restructuring process.

The Group has in the past failed to assess and monitor the funds needed for its business and the liquidity required to finance its operations, possible investments and to service existing and expiring debts and similar failure in the future would have a material adverse effect on the Group's business, financial position, results of operations and future prospects.

### **Bridge Loan and super senior bonds**

The bridge loan and the super senior bonds described in the restructuring plan announced by the group on 13 March 2019 has not yet been marketed to potential investors and there is a risk that bridge loan and the super senior bonds are not successfully placed which as further set out below would have an material adverse impact on the Group's liquidity.

### **No due diligence**

Please note that no legal, financial or business due diligence has been conducted in connection with the Proposal and the restructuring and that there may be risks relating to the Group and its business which has not been disclosed and which could have a significant adverse effect on the Group's business and results of operations. Moreover, the cash flow forecasts prepared by the Group in order to assess the short-term liquidity requirement of the Group has not been reviewed or verified by any external parties and there is a risk that the Bridge Loan and the super senior bonds described in the restructuring plan announced by the group on 13 March 2019 (even in the event of a successful placement of the Bridge Loan and the super senior bonds) is still insufficient to resolve the Group's short and/or long term capital needs.

### **Preferential Shares**

Pursuant to the Bond Set-Off, Bondholders will receive Preferential Shares Class D. These shares will not be listed on a regulated market, multilateral trading facility or any other securities exchange. There is also a risk that the

Issuer will not be able to list the Preferential Shares Class D on a regulated market or a multilateral trading facility in the future. Certain Bondholders and savings structures may have restrictions on their ability to hold the Preferential Shares Class D and their transferability may be limited. This may for example apply to Bondholders who hold their investments as Individual Pension Savings (Sw. *individuellt pensionssparande* – IPS) or as an Investment Savings Account (Sw. *investeringssparkonto* – ISK) or through insurance such as capital or pension insurance (Sw. *kapital- eller pensionsförsäkring*), or similar savings structures. If the unlisted shares are not permitted investments in a given savings structure, they may have to be sold by the Bondholder in an illiquid market, which may have a negative effect on their ability to sell the shares at a value that is acceptable to them, or at all. It is recommended that Bondholders who hold their Bonds through such savings structures consult on appropriate actions with the financial institutions they hold their investments through or their financial advisers as soon as possible. In addition, the Preferential Shares Class D are subject to restrictions on transferability and resale and may not be transferred or resold except in accordance with the laws of Sweden or the laws of any other applicable jurisdiction.

### **Amendments to the Terms and Conditions**

The amended terms and conditions, as set out in Schedule 3 to the Notice for Written Procedure (the "**Amended Terms and Conditions**"), includes several substantial changes to the nature of the Bonds. For example, the tenor will be extended to the date falling four (4) years after the date when the Amended Terms and Conditions becomes effective and interest under the Bonds will be amended to be paid partly with cash (5 %) and partly be capitalised (PIK interest of 5 %). Moreover, the financial covenants have been removed and the debt restrictions and negative pledge restrictions applicable to the Issuer has been amended including that the Issuer may incur debt which ranks senior to the Existing Bonds both in relation to payments and proceeds from an enforcement of the security and guarantees granted for the Bonds in accordance with the terms of the intercreditor agreement (the "**Intercreditor Agreement**"), to be substantially those set out in the intercreditor term sheet set out in in Schedule 5 to the Notice for Written Procedure (the "**Intercreditor Term Sheet**").

### **Priority of super senior bonds**

Pursuant to the Amended Terms and Conditions and the Intercreditor Term Sheet the Issuer will be permitted to incur up to SEK 200,000,000 (or the equivalent in other currencies) of Super Senior Debt (as defined in the Intercreditor Term Sheet) which will rank with priority to the Bonds. The relation between certain of the Issuer's other creditors (jointly the "**Secured Creditors**") and the Security Agent will be governed by the Intercreditor Agreement substantially on the terms set out in the Intercreditor Term Sheet. Although the obligations under the Bonds and certain other obligations of the Group towards the Bondholders and the Secured Creditors will be secured by first priority security in the shares issued by the subsidiaries of the Issuer (other than Hancap AS and Hancap Personaloptioner AB), there is a risk that the proceeds of any enforcement sale of the security assets will not be sufficient to satisfy all amounts then owed to the Secured Creditors and following the priority of the Super Senior Debt there is a risk that no proceeds will be applied towards the satisfaction of the obligations to the Bondholders.

The Security Agent will in accordance with the Intercreditor Agreement take instructions from the super senior representative representing the creditors of the Super Senior Debt and the Bondholders will not be permitted to instruct the Security Agent to take any action in relation to the security or the guarantees unless (i) no enforcement action has been taken within six (6) months or (ii) no proceeds from an enforcement has been received by the Security Agent during a period of nine (9) months, in each case since the date when an event of default has occurred and a notice has been sent by the Bondholders to the Security Agent and the super senior representative setting out that that the Bondholders wishes to enforce the security unless the Super Senior Debt has been irrevocably discharged in full. There is a risk that the Security Agent and/or a super senior representative under the Super Senior Debt will act in a manner or give instructions not preferable to the Bondholders or the holders of Preferential Shares Class D.

The Intercreditor Agreement will also contain provisions regarding the application of proceeds from an enforcement of security where any agent will receive payments first, secondly any creditor under any Super Senior Debt, thirdly any creditor *pro rata* under any senior debt (including the Bondholders) and lastly any creditor under any intercompany and subordinated debt. There is a risk that the enforcement proceeds will not be sufficient in order for the Issuer to satisfy the claims under a better priority.

### **The Issuer's ability to pay dividends and Bondholders' priority right in insolvency proceedings**

The Issuer do not currently plan to make any dividend payments in the foreseeable future. The amount of any future dividends that the Issuer will pay, if any, will depend upon several factors, such as future earnings, financial condition, cash flows, net-working capital requirements, capital expenditures and other factors (for specific risks see below under Risks relating to the Issuer and the market). There is a risk that the Issuer may not have sufficient distributable funds in the future to make any dividend payments or to redeem the preference shares class D.

After the Bond Set-Off Bondholders will in addition to the Bonds (with a Nominal Amount reduced with the amount of the Bond Set-Off) own Preferential Shares Class D. The priority of creditors in bankruptcy is regulated in the Right of Priority Act (*Sw. förmånsrättslagen*). In accordance with the Right of Priority Act a creditor can have (i) a special priority right in certain assets belonging to the debtor, (ii) general priority in all assets that are not encumbered with a special priority or (iii) can be unsecured. Unsecured creditors, such as normal suppliers, are to be ranked *pari passu* in relation to their claims towards the debtor. Furthermore, subordinated claims are ranked after unsecured claims. Bondholders are currently unsecured creditors to the extent the security does not suffice to cover their claims and will be unsecured creditors with regards to the Bond debt that is not converted. Equity holders (i.e. shareholders claims on the Issuer) have a right to a dividend in a bankruptcy only if all creditors receive a dividend corresponding to their total claims. In such cases the shareholders have a right to a share of the surplus in relation to their ownership. Consequently, the Bond debt that is converted into Preferential Shares Class D will have a weakened position in relation to its current ranking should bankruptcy proceedings be commenced for the Issuer.

### **Shareholding in the Issuer subsequent to the Bond Set-Off and Bond issue**

Per Helander currently controls approximately 79% of the shares and approximately 97% of the votes in the Issuer. Following the Bond Set-Off owners of Preferential Shares Class D will control approximately 68,7% of the votes in the Issuer. The Issuer has agreed to pay fees to Per Helander as consideration for the guarantees that Per Helander will grant in relation to Kandre Holding AB's Bridge Loan facility and the super senior bond issue and the Issuer will pay such fees by way of issuance of 10.8 million new ordinary shares to Per Helander. After such issuance Per Helander will control approximately 37.9% of the votes in the Issuer and there is a risk that Per Helander's interest may conflict with those of the Bondholders and he will be able to vote against certain decisions requiring 2/3 of the votes in the Issuer.

### **Shareholders in other countries outside Sweden may not be able to participate in any potential future rights offerings**

If the Issuer issues new shares, current shareholders shall, as a general rule, have preferential rights to subscribe for new shares proportionally to the number of shares held prior to the issue. Shareholders in certain other countries may be subject to limitations that prevent them from utilizing their preferential right, or that otherwise makes participation difficult or limited. For example, shareholders in the U.S. may be unable to exercise any such rights to subscribe for new shares unless a registration statement under the applicable law is effective in respect of such subscription rights and shares or an exemption from the registration requirements under such act is available. Shareholders in other jurisdictions outside Sweden may be similarly affected if the subscription rights and the new shares being offered have not been registered with or approved by the relevant authorities in such jurisdictions. The Issuer is under no obligation to file a registration statement or seek similar approvals under the laws of any jurisdiction outside Sweden in respect of any subscription rights and shares and doing so in the future may be impractical and costly. To the extent that shareholders in jurisdictions outside Sweden are not able to exercise their rights to subscribe for new shares in any future rights issues, there is a risk that their ownership in the Issuer may be diluted or reduced.

### **Currency effects for shareholders outside Sweden**

Any future dividends will be denominated in SEK. In the event that the value of the SEK decreases in relation to foreign currencies it could result in negative consequences for the valuation of the foreign investor's holding in the Issuer as well as any dividends received. Furthermore, there is a risk that foreign investors may incur transaction fees when exchanging SEK to a different currency.

## **Tax consequences for the Bondholders**

Below is a summary of certain Swedish tax issues related to the Request for the Bond Set-Off for Bondholders in the Issuer that are residents of Sweden for tax purposes, unless otherwise stated. The summary is based on current legislation and is intended to provide general information only. The summary does not cover situations, including but not limited to, where Bonds are held as current assets in business operations, situations where Bonds are held by a limited partnership or a partnership or situations where Bonds are held in an investment savings account (Sw. *investeringssparkonto*). Further, special tax rules apply to certain categories of companies, for example life insurance companies. The tax consequences for each individual Bondholder depend to some extent on the holder's particular circumstances. Each Bondholder is advised to consult an independent tax advisor as to the tax consequences relating to the Bondholder's particular circumstances that could arise from the offer, including the applicability and effect of foreign tax legislation (including regulations) and provisions in tax treaties for the avoidance of double taxation. The summary below is based on the assumption that the Bondholder and the Issuer did not share a community of interest at the time when the Bondholder's claim on the Issuer arose.

### ***Share acquisition by way of a set-off***

In the Bond Set-Off, Bondholders are deemed to acquire shares by way of a set-off against part of their claims on the Issuer. Upon such a partial disposal of the Bonds, a taxable capital gain alternatively a tax deductible capital loss should arise, see further below.

The capital gain or the capital loss should be computed as the difference between the fair market value of the acquired shares (less expenses, if any, related to the disposal and possibly less accrued interest on the Bonds) and the acquisition value of the part of Bonds disposed of. The acquisition value for all Bonds of the same class and type shall be added together and computed collectively in accordance with the average method (Sw. *genomsnittsmetoden*).

The shares should be considered to be acquired at a price corresponding to the fair market value of the Bonds disposed of. This value should normally be the same as the fair market value of the shares (normally established by a valuation).

### ***Private individuals***

For private individuals resident in Sweden for tax purposes, capital income such as interest income and capital gains at the partial disposal of Bonds is taxed in the capital income category. The tax rate in the capital income category is 30%. Provided that the Bonds are deemed to be listed for tax purposes, capital losses on the Bonds are fully tax deductible in the capital income category. Otherwise, capital losses are tax deductible at 70 per cent in the capital income category. Compensation for accrued but not due interest at the sale of Bonds is treated as interest income for tax purposes.

### ***Limited liability companies***

For limited liability companies (*aktiebolag*) all income, including interest income and capital gains at the partial disposal of Bonds, is taxed as income from business operations at a tax rate of 21,4% for the financial years starting from 1 January 2019. Interest income is taxed in accordance with generally accepted accounting principles. The rules regarding compensation for accrued but not due interest do not apply to income from business operations. Capital losses on the Bonds are normally fully tax deductible.

### ***Bondholders not resident in Sweden for tax purposes***

Bondholders not resident in Sweden for tax purposes - which are not conducting business through a permanent establishment in Sweden to which the Bonds are effectively connected - are normally not liable for taxation in Sweden in respect of the Bonds. Bondholders may, however, be subject to taxation in their state of residence.

## **Risks relating to the Issuer and the market**

### **Currency risk**

Due to the international reach of the Group, and considering that the Group purchases materials of its product from foreign suppliers in different currencies and sells products to customers in different currencies, the Group is exposed to risk relating to currency fluctuations. A devaluation or appreciation in a currency that the Group has exposure towards (as applicable) could result in a reduced value of the Group's local monetary assets and generate local currency losses.

### **Geographical risks**

Adverse changes in the general economic conditions and business environment in the countries in which the Group operates may have an adverse effect on the Group's business, financial position and results of operations. The bulk of the Group's operations are in the Nordic region and any changes in the general economic conditions and business environment in this region could have a significant adverse effect on the Group's business and results of operations.

Furthermore, since the Group is present in a number of geographic markets, the Group is also subject to additional external risks, such as political risks in individual countries. In addition, the demand for the Group's products and services is subject to changes in the end-customers' investments plans. Should the customers' investment patterns materially change, due to an economic or political situation in a country, industry or region, the Group's ability to sell its products and services in such areas may be negatively altered.

### **Macroeconomic risk factors**

The demand for building-related products and systems is ordinarily affected by factors such as the state of the economy, growth, interest rates, level of new capital investment, changes in consumer confidence and other factors. Adverse changes in the general economic conditions and business environment may result in a decreased demand for construction or renovation work and building-related products and systems, which could lead to a decreased demand for the Group's products and/or increased pressure on prices and have an adverse effect on the Group's business, financial position and results of operations.

### **Risks relating to seasonal fluctuations**

The business of some of the companies operating within the Group's consumer division is cyclical and most sales are conducted during the second and third quarters of the year. If the Group are not able to sell enough products and services during the rest of the year, this may have a negative effect on the Group's liquidity which in turn may have an adverse effect on the Group's business, financial position and results of operation.

Furthermore, the Group's consumer customers' demand for the Group's products and services is dependent on and may decrease due to severe weather conditions, such as a longer or more severe winter, unusually heavy rainfall or an unusually hot spring or summer. Such weather conditions may hence have an adverse effect on the Group's business, financial position and results of operations.

### **Liability for damages**

The Group is active in markets where the supply or installation of defective goods can cause damage on property or personal injury and have negative consequences for constructions in which the products have been installed. Being able to install the products supplied by the Group in a timely manner is also very important for the industry. Hence, even though the Group's warranties and other undertakings to some extent are insured, failure to deliver/install products in time or breaches of warranties relating to products or product liability can therefore result in contractual penalties and substantial liability for the Group, which in turn can negatively affect the financial position of the Group.

Furthermore, it should be noted that the products of the Group sometimes fail to comply with the requirements under the customer agreements which obliges the Group to repair the faulty products or compensate the



customers. Should the number of warranty claims increase, this may have a negative effect on the Group's business, reputation and financial position.

#### **Risks relating to changes in prices of raw material**

Since the prices of raw material such as glass, wood, aluminum and plastic directly affect the cost of manufacturing the Group's products, there is a risk that future fluctuations in the price of relevant raw materials may cause the Group to adjust the prices of its products, which may result in a decline in demand for the Group's products, and/or that the Group will have to decrease its profit margins. Furthermore, the Group may not be able to transfer increased costs to its customers, since not all of the Group's customer agreements include provisions on price adjustments due to fluctuations in prices of raw materials. Consequently, any material increases in the prices of relevant raw materials may have an adverse effect on the Group's business, financial position and result of operation.

#### **Product risk**

The markets in which the Group operates are subject to changing customer trends, demands and preferences. In particular, customer trends, demands and preferences may vary depending on economic factors as well as customer preferences for style or functionality of the products. Should the customer preferences in the markets where the Group operates cease to favor products and solutions of the Group, this could have an adverse effect on the business, results of operations and financial condition of the Group.

Moreover, in connection with the development and launch of new products, there is always a risk that the products and solutions will not be received positively by the market, and that other products and solutions developed and launched by competitors may be more successful. A failed product/solution launch may have an adverse effect on the Group's results of operations and financial position.

#### **Risk relating to competition**

The Group is exposed to competition. The ability for the Group to compete in the future is dependent on, among other things, the Group's capacity to be innovative and react quickly to existing and future market needs. Should any domestic or international competitor in a stronger financial position than the Group try to enter the market or increase its market share through aggressive pricing, this could create price pressure in the respective markets. Therefore, the Group may be compelled to make costly investments, restructure the Group or introduce price reductions to adapt to a new level of competition. An increase in competition could also have an adverse effect on the Group's results of operations and financial position.

### **Risks relating to the Business**

#### **Dependence on a small number or large projects**

A number of large projects in the Nordic countries form a substantial part of the Group's façade business. Concentration of large projects may increase the volatility of the Group's results and increase its exposure to risks attaching to individual projects. Larger projects may also lead to proportionally larger cost overruns which may negatively affect the Group's operating margins, unless the cost overruns are set off by larger risk margins added to the quote. Should the Group in the future fail to achieve the expected margins or suffer losses on one or more of its large projects, this could have a material adverse effect on the Group's results of operations or financial condition.

In addition, although the Group has relations with cooperation partners in the façade business, such as architects and developers, the Group has no continuing, long-term, customer agreements within this the façade division and thus depends on its ability to attract customers and projects, sometimes via its cooperation partners, on a case-by-case basis. Although the Group currently has no problems with attracting customers, failing to attract customers or find projects in the future will have a material adverse effect on the Group's results of operations or financial condition.

### **Future customer agreements, earning capacity and future capital needs**

As the majority of the operating companies within the Group only enters into agreements with its customers on a project basis, there is a risk that the Group will not continue to enter into a sufficient amount of customer agreements relating to new projects, be profitable and generate sufficient funds to finance its business in the future. Furthermore, it cannot be ruled out that the Group will have to procure new external capital in the future and there is no guarantee that such new capital can be procured or that it can be procured on beneficial terms. Any failure to generate sufficient profits or any failure to solve financing needs that arise may significantly affect the Group's business and may also result in companies in the Group undergoing a company reorganization, Group companies being declared bankrupt or undergoing some other form of liquidation.

### **Risks relating to disputes**

The Group could become involved in different disputes in connection with its operations or investments. Disputes may e.g. relate to agreements, product liability, intellectual property and claimed defects in delivered products or services. Such disputes may be costly, time consuming, relate to large amounts and may disrupt the normal business of the Group. Furthermore, the outcome of complicated disputes may be hard to predict. Disadvantageous outcomes in such disputes, if materialized, could have a negative effect on the Group's business, result or financial position.

Moreover, one of the Group companies, Skandinaviska GlasSystem AB ("**SGS**"), is currently involved in a dispute with a former customer (the "**Customer**") in Denmark. The Customer has demanded that SGS compensate the Customer for damages amounting to approximately DKK 70,000,000, resulting from alleged improper manufacture and installation of a defective façade (which is caused by a third party supplier). The Group has in cooperation with its local legal advisor assessed the worst case exposure to significantly less than the claimed amount. Should a part of or the whole amount of the damages claimed by the Customer be awarded from SGS, this may have an adverse effect on the Group's business and financial position. Further, there are some other ongoing disputes in the Group companies with smaller exposures.

### **Taxes and charges**

The Group is obliged to conduct its business in accordance with applicable tax regulations, including the applicable tax rates, and applicable requirements and decisions. There is no guarantee that the Group's or its advisors' interpretation and application of such regulations, requirements and decisions has been, or will continue to be, correct or that such laws, provisions and practice will not be changed, potentially with retroactive effect. If such an event would occur or if the applicable tax rate would change, the Group's tax liabilities may increase and the Group may be subject to sanctions by the tax authorities which may have an adverse effect on the Group's business, earnings, financial position and future prospects.

### **Risks relating to growth by acquisition**

The Group has to a large extent been growing through acquisitions. Acquisition activities may present certain financial, managerial and operational risks, including diversion of managements' attention from existing core business, difficulties when integrating or separating businesses from existing operations and challenges presented by acquisitions which may not achieve sales levels and profitability that justify the investments made. If acquisitions are not successfully integrated, the Group's business, financial condition and results of operations may be adversely affected. Future acquisitions could also result in dilutive issuances of the Group's equity securities, the incurrence of debt, contingent liabilities, amortization costs, impairment of goodwill or restructuring charges, any of which could harm the Group's financial condition or results of operations.

In connection with the past acquisitions made by the Group, the Group has not used external advisors for financial due diligence reviews. Hence there is a risk that there may be unidentified risks relating to the acquired companies. If such risks would materialize, it may have an adverse effect on the Group's business, result or financial position.

It should also be noted that the Group did not conduct any formal tax due diligence of Scandinavian License AB and Skandinaviska Glassystem AB in connection with the acquisition of these companies. A tax due diligence was

neither carried out in connection with the acquisition of Mistral Energi AB. Failure to conduct such due diligence poses a risk that the companies acquired by the Group are subject to unidentified significant tax exposures. Should such risks materialize, they might have a material negative effect on the Group's operations, earnings and financial positions

#### **Risks relating to repayment under vendor notes**

The Issuer has issued two vendor notes in connection with acquisitions, pursuant to which the amounts to be repaid depends on the performance of the acquired entity. An amount of SEK 2,500,000 is due for payment in May/June 2019 and another SEK 8,000,000 is dependent on future performances of the acquired entities. If all conditions in the vendor notes are met it could have an adverse effect on the Issuer's business, result or financial position.

#### **Credit and counterparty risk**

The Group's customers and other counterparties (including suppliers) may end up in a financial situation where they cannot pay the agreed fees or other amounts owed to the Group as they fall due, or otherwise abstain from fulfilling their obligations. There is a risk that the Group's counterparties are not able to fulfill their obligations, which could negatively affect the Group's earnings and financial position.

#### **Dependence on key individuals**

The Group's future development and success is highly dependent on its ability to recruit and keep qualified management and other key personnel with relevant know-how. Inability to keep, replace and recruit key employees and a qualified management may have a material negative effect on the Group's business and result in delays, higher costs and lower profits.

#### **Brand risk**

The Group relies, among other things, on its brand to maintain and attract new customers and employees. The Group seeks to ensure that its brands command a position in the premium segments. Any negative publicity or announcement relating to the Group may, whether or not it is justifiable, deteriorate the brand value and have a negative effect on net sales, earnings and financial position. Same negative effect would materialize in case the Group fail in marketing efforts, quality control or product development.

#### **Uncertainties relating to suppliers**

The Group is to some extent dependent on cooperation with external partners for the development, production and supply of input goods. Should the Group's relationship with any of these partners terminate, the Group may be required to change its business plan, products and incur additional costs. The Group is also subject to the risk that some suppliers and/or contractual partners render their services inadequately or not in a timely manner, and that its partners fail to fulfil other obligations towards the Group. Such suppliers and/or contractual partners may also become insolvent during their engagement. Erroneous or default deliveries by suppliers may in turn cause delay or default in the Group's deliveries to its customers, which could have a negative impact on the Group's business, financial position and results.

Furthermore, there is no guarantee that the Group's subcontractors will satisfy in full the quality requirements imposed by the Group. The introduction of new subcontractors may be costly and time consuming and may hence have an adverse effect on the Group's business, result and financial position.

#### **Risks relating to laws and regulations**

The Group is affected by various legislations, regulations and standards, regarding, *inter alia*, tax, competition, employment, environmental and product liability. Failure to comply with such regulations or standards may result in loss of business, large damages and fees which may affect the Group's financial position and results. Unforeseen problems with the quality of the products could moreover harm the Group's brand, and result in higher costs for warranties and negatively affect the Group's business, results and financial position.

Further, amendments or restatements of laws, regulations and standards, including EU regulations and directives, leading to stricter requirements and changed conditions regarding product specifications, environmental impact, energy efficiency or safety and health, or a development towards a stricter implementation and application by the authorities of existing laws and regulations may also have negative implications for the Group. Such changes may require the Group to make further investments, which would consequently increase costs and other commitments for the Group. Such changes could also imply that certain products of the Group may become obsolete and could also limit or obstruct the Group's business.

### **Insurance risks**

The Group is exposed to various types of risks, such as product liability, property damage, third party liability and business interruption, including events caused by natural disasters and other events beyond the Group's control. If such risks would materialize, the Group may be required to pay for losses, damages and liabilities out of own funds, which could materially and adversely affect its business, earnings and financial position. Even if the Group's insurance coverage would be adequate to cover direct losses, the Group may not be able to take remedial actions or other appropriate measures. Furthermore, the Group's claim records may affect the Group's future insurance premiums. In addition, there can be no assurance that the Group's current insurance coverage will not be cancelled or become subject to unreasonable economic terms in the future. Materialization of these risks may have an adverse effect on the Group's business, earnings, and financial position and future prospects.

### **Intellectual property rights and know-how**

Since the Group neither has any registered intellectual property rights, nor any policy on how intellectual property rights should be protected, there is a risk that the Group is not taking all the necessary measures to prevent its competitors from developing similar know-how, products and solutions as the ones being offered by the Group. Copying of the Group's know-how, products and solutions could result in economic loss or competitive disadvantage of the Group.

Moreover, there is a risk that the Group has not taken sufficient measures to ensure that all rights relating to employee and consultant inventions are transferred to the Group, which imposes a risk of losing the ability to use significant know-how or other intellectual property rights developed by such employees or consultants. Losing the right to use the patents could have an adverse effect on the Group's business, financial position and future prospects.

Finally, the Group has no policy regarding how to refrain from infringing on third party intellectual property rights. There is hence a risk that the Group infringes on the intellectual property rights of third parties. Disputes relating to infringement of third party intellectual property rights may be costly and time consuming and may therefore adversely affect the Group's business, financial position and results.

### **Production and distribution**

Restrictions on the Group's production capacity may arise due to insufficient internal procedures, human error, defective systems or external problems relating to the Group's production and distribution. Any delays or restrictions on production capacity may result in the postponement of revenues and contractual penalties, resulting in adverse effects on the Group's working capital.

### **Interest rate risk**

The Issuer's operations will be financed partly by the proceeds of a bond issuance in addition to equity. A future increase in the interest rate on the Preferential Shares class D may increase the share of cash flow that is used for interest payments, which could have a negative effect on the Group's earnings and limit its future business opportunities. Interest expenses are affected not only by the extent of interest-bearing liabilities, but also primarily by relevant market interest rates, expected rate of inflation and credit institutions' margins.

**Dependency on other companies within the Group**

The Issuer is a holding company and holds no significant assets other than investments in its subsidiaries. The Issuer is thus dependent upon receipt of sufficient income and cash flow related to the operations of the subsidiaries. A decrease in any such income and cash flow may have a material adverse effect on the Issuer's financial position.

**Schedule 5**  
**INTERCREDITOR TERM SHEET**

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**STRICTLY PRIVATE AND CONFIDENTIAL**

## **INTERCREDITOR TERM SHEET**



**Certain Super Senior Debt**

and

**Senior Secured Callable Fixed Rate Bonds [2016/2023]**

**(SEK Bonds - ISIN: NO 0010769276, NOK Bonds - ISIN: NO 0010769284, USD Bonds - ISIN: NO 0010769292)**

**(the "Senior Bonds")**

*This intercreditor term sheet (this "ICA Term Sheet") should be read together with the senior terms and conditions of the Bonds (the "**Senior Terms and Conditions**").*

*Unless otherwise defined in this ICA Term Sheet, terms defined in the Senior Terms and Conditions, shall have the same meanings when used in this ICA Term Sheet.*

**Original Parties:**

To establish the relative rights of creditors under various financing arrangements, the Intercreditor Agreement will be entered into by:

1. Hancap AB (publ) (the "**Issuer**"), the Guarantors and any Group Company providing or incurring Intercompany Debt on the date of the Intercreditor Agreement (the "**Original ICA Group Companies**");
2. **Per Helander and Kandre Holding AB**, as Subordinated Creditors under certain Subordinated Debt (each as defined below);
3. Intertrust (Sweden) AB, acting as security agent (on behalf of the Secured Parties) (the "**Security Agent**");
4. Intertrust (Sweden) AB, acting as agent for the Super Senior Bondholders (on behalf of the Super Senior Bondholders) (the "**Super Senior Bonds Agent**"); and
5. Intertrust (Sweden) AB, acting as agent for the Senior Bondholders (on behalf of the Senior Bondholders) (the "**Senior Bonds Agent**").

**Acceding Parties:**

Each of the following Person(s) shall accede to the Intercreditor Agreement (without being required to obtain any prior consent from any other party to the Intercreditor Agreement):

- (a) any party providing and any Group Company incurring Subordinated Debt;
- (b) any Group Company providing and any Group Company incurring Intercompany Debt; or
- (c) a Person providing New Super Senior Debt which in accordance with the Super Senior Finance Documents and subject to the terms of the Intercreditor Agreement shall rank pari passu with the Super Senior Bonds.

**Background:**

The Security provided for the benefit of the Secured Parties will (to the extent permitted by applicable law and practically possible) be a single Security package which will be held pursuant to Swedish and other relevant law and the Intercreditor Agreement. The Security Agent will be appointed as initial Security agent to hold the Security on behalf of each of the Secured Parties.

The waterfall arrangements in the Intercreditor Agreement will reflect the ranking of the liabilities owed by the ICA Group Companies to the Secured Parties, as set out in this ICA Term Sheet.

The Intercreditor Agreement will incorporate, amongst others, the principles set out in the following paragraphs.



**Definitions:**

**"Collective Majority Super Senior Creditors"** means the Super Senior Creditors representing a majority of the Super Senior Debt under any Super Senior Bonds and New Super Senior Debt, based on the Super Senior Creditors under the Super Senior Bonds and any New Super Senior Debt voting as one creditor class.

**"Debt"** means any indebtedness under or in connection with the Senior Bonds and the Super Senior Debt, the Subordinated Debt and the Intercompany Debt.

**"Enforcement Action"** means any action of any kind to:

- (a) declare prematurely due and payable or otherwise seek to accelerate payment of or place a demand on all or any part of any Debt (notwithstanding whether such Debt has fallen due or not) or Guarantee (other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory prepayment, repayment or prepayment under, the Super Senior Finance Documents);
- (b) recover all or any part of any Debt (including by exercising any set-off, save as required by law and normal netting and set-off transactions in the ordinary course of business and other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory payment, repayment or prepayment under the Super Senior Finance Documents));
- (c) exercise or enforce any enforcement right under the Transaction Security, in each case granted in relation to (or given in support of) all or any part of any Debt;
- (d) petition for (or take or support any other step which may lead to) an Insolvency Event; or
- (e) sue, claim or bring proceedings against the Issuer, any Guarantor or any ICA Group Company in respect of recovering any Debt (other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory payment, repayment or prepayment under the Super Senior Finance Documents)).

**"Enforcement Instructions"** means instructions as to take Enforcement Actions (including the manner and timing of enforcement) given by a Representative to the Security Agent provided that instructions not to undertake enforcement or an absence of instructions as to enforcement shall not constitute "Enforcement Instructions".

**"Final Discharge Date"** means the date when all principal, interest and any other costs or outstanding amounts under the Secured Finance Documents have been irrevocably discharged in full and, if applicable, all commitments of the Secured Parties under the

Secured Finance Documents have expired, been cancelled or terminated.

**"Final Super Senior Discharge Date"** means the date when all principal, interest and any other costs or outstanding amounts under the Super Senior Finance Documents have been irrevocably discharged in full and, if applicable, all commitments of the Secured Parties under the Super Senior Finance Documents have expired, been cancelled or terminated.

**"Guarantee"** means the guarantees provided under the Guarantee and Adherence Agreement to the Secured Parties.

**"Guarantee and Adherence Agreement"** has the meaning given to such term in the Senior Terms and Conditions and the Super Senior Terms and Conditions.

**"ICA Group Companies"** means the Original ICA Group Companies and any other entity which has acceded to the Intercreditor Agreement as an ICA Group Company in accordance with the terms of the Intercreditor Agreement.

**"Insolvency Event"** means:

- (a) any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or
- (b) a moratorium is declared in respect of the Financial Indebtedness of any Group Company.
- (c) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganisation of any Group Company;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any Group Company; or
  - (iii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets; or

any analogous procedure or step is taken in any jurisdiction other than:

- (i) proceedings which are vexatious or frivolous or are being disputed in good faith and are discharged, stayed or dismissed within ninety (90) days of commencement; or
- (ii) in relation to Group Companies (other than the Issuer), solvent liquidations that are permitted under the Super Senior Finance Documents.

**"Intercompany Debt"** means any loan or credit made by any Group Company to the Issuer or any other Group Company excluding any intercompany loans that are subject to Transaction Security.

**"Instructing Party"** means the Super Senior Representative or, following replacement in accordance with paragraph (b)(iii) under Section "Enforcement", the Super Senior Representative.

**"Majority Senior Bondholders"** means, at any time, those Senior Bondholders whose participation is at that time in aggregate more than 50 per cent. of the total Senior Debt.

**"Majority Super Senior Creditors"** means, at any time, those Super Senior Creditors whose participation is at that time in aggregate more than 50 per cent. of the total Super Senior Debt.

**"Major Obligations"** means an obligation with respect to any negative pledge undertaking, any restriction on Financial Indebtedness or any restriction on disposals.

**"New Super Senior Debt"** means Financial Indebtedness permitted to be incurred by the Issuer as Super Senior Debt pursuant to the Secured Finance Documents provided that the creditors under such debt (or their representative on their behalf) has acceded to the Intercreditor Agreement as Super Senior Creditors.

**"New Super Senior Debt Documents"** means each document or instrument entered into after the date hereof between any Group Company and a New Super Senior Debt Creditor setting out the terms of any credit which creates or evidences New Super Senior Debt.

**"New Super Senior Debt Creditors"** means each creditor under and as defined in the relevant New Super Senior Debt Documents.

**"Representatives"** means the Super Senior Representative and the Senior Representative.

**"Payment Block Event"** means when the Super Senior Representative serves a written notice to the Issuer, the Security Agent, the Senior Bonds Agent that an event of default (for the avoidance of doubt, after the expiration of any applicable grace

period in respect of the default giving rise to the event of default) relating to:

- (a) a non payment;
- (b) a breach of financial covenants;
- (c) non-compliance with any of the Major Obligations;
- (d) a cross default;
- (e) insolvency;
- (f) insolvency proceedings;
- (g) creditors' process;
- (h) impossibility or illegality; or
- (i) cession of business,

under the Super Senior Finance Documents has occurred or the Super Senior Representative serves a written notice of acceleration to the Issuer, the Security Agent and the Super Senior Bonds Agent.

**"Secured Obligations"** means all obligations of the Group outstanding from time to time under the Secured Finance Documents.

**"Secured Finance Documents"** means the Super Senior Finance Documents and the Senior Finance Documents.

**"Secured Parties"** means the creditors (including their agent(s) and representatives) under the Secured Finance Documents, but only if it (or its agent(s) or representatives) is a Party or has acceded to the Intercreditor Agreement in the appropriate capacity pursuant to the terms of the Intercreditor Agreement.

**"Security Agent"** means (i) the Original Security Agent or (ii) any new agent replacing the Original Security Agent in accordance with the relevant clause in the Intercreditor Agreement.

**"Security"** means the security granted under the Super Senior Terms and Conditions and the Senior Terms and Conditions in accordance with the terms of the Security Document.

**"Security Document"** means any documents regarding to a Security.

**"Security Enforcement Objective"** means maximising, so far as is consistent with prompt and expeditious realisation of value from enforcement of the Transaction Security and the Guarantees, the recovery by the Secured Parties, always provided that such enforcement is made in compliance with the fiduciary duties of the Security Agent and the Secured Parties.

**"Senior Bondholders"** means the bondholders under the Senior Bonds.

**"Senior Bond Terms and Conditions"** means the terms and conditions for the Senior Bonds originally dated 10 October 2016 and amended and restated from time to time.

**"Senior Debt"** means Financial Indebtedness incurred under the Senior Bonds.

**"Senior Enforcement Notice"** means a notice from the Senior Bonds Agent to the Security Agent and the Super Senior Representative specifying that an Event of Default under the Senior Bonds has occurred and is continuing and that the Senior Bondholders wishes to issue Enforcement Instructions.

**"Senior Finance Documents"** means the Finance Documents (as defined in the Senior Bond Terms and Conditions).

**"Senior Representative"** means the Senior Bonds Agent acting on the instructions of and on behalf of the Senior Bondholders.

**"Super Senior Bondholders"** means the bondholders under the Super Senior Bonds.

**"Super Senior Bonds"** means the bonds issued by the Issuer on or about the date hereof and governed by the Super Senior Bond Terms and Conditions.

**"Super Senior Bond Terms and Conditions"** means the terms and conditions for the Super Senior Bonds.

**"Super Senior Creditors"** means any creditor of Super Senior Debt.

**"Super Senior Debt"** means Financial Indebtedness incurred under the Super Senior Bonds or any New Super Senior Debt.

**"Super Senior Finance Documents"** means the Finance Documents (as defined in the Super Senior Bond Terms and Conditions) and any agreements entered into in relation to New Super Senior Debt.

**"Super Senior Representative"** means the Super Senior Bonds Agent acting on the instructions of and on behalf of the Super Senior Creditors.

**"Subordinated Creditor"** means any third party including any direct or indirect shareholder of the Issuer (for the avoidance of doubt not including any Secured Party or any ICA Group Company) in its capacity as creditor in respect of Subordinated Debt.

**"Subordinated Debt"** means all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Issuer to any Subordinated Creditor, including any dividends and any advisory, monitoring or management fee.

**"Transaction Security"** means the Security provided to the Secured Parties under the Security Documents.

**"Triggering Event"** means the occurrence of an event of default (however described) under any Senior Finance Document.

**Ranking and priority:**

Each of the parties to the Intercreditor Agreement will agree that the Secured Obligations owed by the ICA Group Companies to the Secured Parties and the other relevant parties shall rank in respect of proceeds in right and priority following an application of an Enforcement Action in the following order:

- (a) *firstly*, the Super Senior Debt (*pari passu* between all indebtedness under the Super Senior Bonds and any New Super Senior Debt);
- (b) *secondly*, the Senior Debt;
- (c) *thirdly*, any liabilities raised in the form of Intercompany Debt; and
- (d) *fourthly*, any liabilities raised in the form of Subordinated Debt.

**Sharing of Transaction Security and Guarantees with New Super Senior Debt:**

A Group Company may grant Security and guarantees for New Super Senior Debt to a New Super Senior Debt Creditor provided that:

- (a) (i) the New Super Senior Debt shares in the Transaction Security and the Guarantees, and/or (ii) such Security and guarantees which are not Transaction Security or Guarantees are granted also to the Secured Parties (including the New Super Senior Debt Creditor), in each case to be shared between the Senior Creditor and the Super Senior Creditors as set forth in the Intercreditor Agreement; and
- (b) the New Super Senior Debt Creditor shall accede to the Intercreditor Agreement as a Super Senior Creditor and the New Super Senior Debt shall rank as Super Senior Debt pursuant to the terms of the Intercreditor Agreement;

Any Security and guarantee granted shall constitute Transaction Security and any documents regarding such Security or guarantee shall constitute a Security Document or a Guarantee and Adherence Agreement, as the case may be.

Notwithstanding the foregoing, Per Helander may provide guarantees for the Super Senior Debt only without any requirement that such guarantees shall be granted also for the Senior Debt or to any other Secured Party.

**Subordination of Intercompany Debt and restrictions on intercompany debt subject to Transaction Security:**

Any Intercompany Debt shall be subordinated to the Secured Obligations (including with respect to maturity).

The Intercreditor Agreement shall include provisions for turnover of payments received under any Intercompany Debt in conflict with this ICA Term Sheet which will be set out in the full Intercreditor Agreement.

Repayment of principal and payment of interest on Intercompany Debt shall be allowed for as long as no Triggering Event is continuing.

Payment of interest, but not repayment of principal, on intercompany loans subject to Transaction Security shall be allowed provided that no Triggering Event is continuing.

Notwithstanding the above, payment of principal and interest on Intercompany Debt and intercompany loans subject to Transaction Security shall always be permitted if made for the purpose of servicing Debt to the Secured Parties and such payment is made directly to the Secured Parties (represented by the Security Agent) for repayment of principal or payment of interest on such Debt owed to the Secured Parties.

**Subordination of Subordinated Debt:**

Any Subordinated Debt shall be subordinated to the Secured Obligations and any repayment of, or payment of interest under, any Subordinated Debt shall be subject to all Secured Obligations having been discharged in full (other than as permitted by the Secured Finance Documents).

The Intercreditor Agreement shall include provisions for turnover of payments received under any Subordinated Debt in conflict with the terms of the Intercreditor Agreement.

The Subordinated Creditors shall (i) not consent to or receive any repayment of, or payment of interest under, any Subordinated Debt (unless the payment is permitted under the Secured Finance Documents), (ii) not propose or consent to amendment of terms of any Subordinated Debt (unless such amendment are not prejudicial to the Secured Parties and (iii) ensure that any Subordinated Debt remains fully subordinated to the Secured Obligations.

**Payment Block:**

Following a Payment Block Event and for as long as such is continuing and until the earlier of (i) the taking of Enforcement Actions in accordance with the Intercreditor Agreement and (ii) a written notice from Super Senior Representative to the Security Agent to the contrary, no payments of principal or interest in respect of the Senior Debt shall be made to the Senior Bondholders (notwithstanding any other provisions to the contrary herein). However, interest shall continue to accrue during such period and any overdue amounts shall carry default interest pursuant to the terms of the Senior Terms and Conditions. For the

avoidance of doubt, the failure to repay principal or pay interest on a due date shall constitute an Event of Default under the Senior Terms and Conditions.

Upon the occurrence of a Payment Block Event, any amounts paid under the Senior Debt (despite the Super Senior Payment Block) shall be applied in accordance with the Section "Application of Enforcement Proceeds".

**Release of Transaction Security and Guarantees - General:**

The Security Agent may at any time, acting in its sole discretion release the Transaction Security and the Guarantees in accordance with the terms of the Security Documents, the Secured Finance Documents, the Guarantee and Adherence Agreement and the Intercreditor Agreement. For the avoidance of doubt any Transaction Security or Guarantee will always be released in such way which does not affect the sharing between the Senior Bondholders and the Super Senior Creditors of the remaining Transaction Security and Guarantees and/or the ranking and priority of the Senior Creditors and the Super Senior Creditors as specified by the Intercreditor Agreement.

**Super Senior Headroom:**

The principal amount under the Super Senior Debt shall not exceed the equivalent of SEK 200,000,000 (plus premium, accrued and unpaid interest, fees and costs).

**Limitation on Secured Obligations:**

All Transaction Security, Guarantees and subordination shall be subject to applicable customary limitation language.

**Appointment of Security Agent and power of attorney:**

The Secured Parties will appoint and authorise the Security Agent to hold and to act as its agent with respect to the Security Documents, to the extent permitted by applicable law.

Any change of Security Agent shall require the consent of the Super Senior Creditors and the Senior Bondholders. The Super Senior Bonds Agent and the Senior Bonds Agent shall be authorised (in its respective sole discretion) to grant such consent without any approval or consent from the Super Senior Creditors or Senior Bondholders.

**New Security:**

Any new Security created (and guarantees and indemnities granted) in respect of any Secured Obligation shall be extended to and shared between the Secured Parties on a *pro rata* basis and in accordance with the ranking and priority set forth above.

**Enforcement:**

The Intercreditor Agreement will contain provisions regulating the Secured Parties' respective rights to take Enforcement Actions and to vote and instruct the Security Agent to enforce the Transaction Security, according to the following principles:

**(a) Enforcement Actions and Enforcement Instructions**

- (i) Other than as expressly permitted by the terms of the Intercreditor Agreement, no Secured Party may independently accelerate, seek payment and exercise



other rights and powers to take Enforcement Actions under the Secured Finance Documents.

- (ii) The Security Agent may refrain from enforcing the Transaction Security and/or Guarantees or take other Enforcement Actions unless instructed otherwise by the Instructing Party in accordance with paragraph (b) below.
- (iii) Subject to the Transaction Security or the Guarantees having become enforceable in accordance with its terms and subject to paragraph (b) below, the Instructing Party may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit, provided that the instructions are consistent with the Security Enforcement Objective.
- (iv) The Security Agent is entitled to rely on and comply with instructions given in accordance with this paragraph (a).
- (v) The Senior Bondholders shall send a Senior Enforcement Notice to the Security Agent and the other Secured Parties if they wish to issue Enforcement Instructions in accordance with (b)(vi) below.

**(b) Enforcement**

- (i) If the Instructing Party wishes to issue Enforcement Instructions in accordance with paragraph (a)(iii) above, the Instructing Party shall deliver a copy of those proposed Enforcement Instructions (an "**Enforcement Proposal**") to the Security Agent and the Security Agent shall promptly forward such Enforcement Proposal to the other Secured Parties.
- (ii) The Security Agent shall act in accordance with the Enforcement Instructions received from the Instructing Party and the Instructing Party may issue instructions as to enforcement to the Security Agent at any time thereafter.
- (iii) If (A) the Final Super Senior Discharge Date has occurred, (B) no Enforcement Action has been taken by the Security Agent within three (6) months from the Senior Enforcement Notice, or (B) no proceeds from an Enforcement Action in respect of the Transaction Security or the Guarantees have been received by the Security Agent within six (9) months from the Senior Enforcement Notice, then the Senior Representative

shall become the Instructing Party and be entitled to give Enforcement Instructions.

- (iv) Notwithstanding the foregoing, following an Insolvency Event in respect of a Group Company, the Senior Bondholders may take the same Enforcement Action as the Senior Bonds Agent and/or the Senior Bondholders in respect of that a Group Company in order to prove its debt in such insolvency.

**(c) Miscellaneous**

- (i) Upon Enforcement Actions in respect of the Transaction Security, the proceeds shall be distributed in accordance with the "Application of Enforcement Proceeds" set out below.
- (ii) Any Enforcement Action required to be taken by a Representative in accordance with agreed Enforcement Instructions pursuant to (b) above, shall be taken by such Representative at the request of the Security Agent.
- (iii) 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 Action provided that the proceeds are distributed in accordance with the provisions set out in the Intercreditor Agreement.
- (iv) Funds that the Security Agent receives (directly or indirectly) in connection with an Enforcement Action in respect of the Transaction Security shall constitute escrow funds (Sw. *redovisningsmedel*) and must be held on a separate account on behalf of the Secured Parties or the Issuer as the case may be. The Security Agent shall promptly arrange for payments to be made in accordance with the application of proceeds set forth in the Intercreditor Agreement.
- (v) Nothing herein shall preclude the rights of the Super Senior Bonds Agent or the Senior Bonds Agent to join or intervene in or otherwise support any proceedings arising from insolvency proceedings or do such other things as may be necessary to maintain a claim or Security, always as long as such action does not adversely affect the rights of the other Secured Creditors or the Security Agent and is not inconsistent with its obligations contained in the Intercreditor Agreement and each of the Super Senior Bonds Agent and the Senior Bonds Agent shall give prompt notice to the other of any action taken by it to

join, intervene or otherwise support any such proceedings.

- (vi) For avoidance of doubt, customary provisions regarding permitted (or required) actions once an Insolvency Event has occurred to be included in the Intercreditor Agreement.

**Voting provisions for Super Senior Creditors:**

The Intercreditor Agreement will contain voting provisions for the Super Senior Creditors and appointment of representative for the Super Senior Creditors to be applied when the New Super Senior Debt is larger than the debt outstanding under the Super Senior Bonds, according to the following:

- (a) If, and for as long as, the New Super Senior Debt is larger than the debt outstanding under the Super Senior Bonds, the Super Senior Bonds Agent and any representative of any New Super Senior Debt Creditors shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Super Senior Debt Creditors shall share its result from such procedure with the Super Senior Bonds Agent. The Super Senior Bonds Agent shall, based on such results, determine the decision of the Collective Majority Super Senior Creditors and act as the Super Senior Representative if not replaced with another representative appointed by the Collective Majority Super Senior Creditors.
- (b) If, and for as long as, the New Super Senior Debt is larger than the Bonds, each of the Super Senior Creditors hereby irrevocably appoints the Super Senior Bonds Agent to act as Super Senior Representative. The Collective Majority Super Senior Creditors may, if requested by more than 10 per cent. of the Collective Majority Super Senior Creditors, replace the Super Bonds Agent as Super Senior Representative with a new representative. Such resolution shall be taken with a more than 50 per cent. majority requirement of all Super Senior Debt and a quorum of at least 20 per cent. of all Super Senior Debt. The Super Senior Bonds Agent and the representatives of any New Super Senior Debt shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Super Senior Debt Creditors shall share its result from such procedure with the Super Senior Bonds Agent.

**Application of Enforcement Proceeds:**

The proceeds of any Enforcement Action shall be paid to the Security Agent for application in the following order:

- (a) firstly, in or towards payment pro rata of unpaid fees, costs, expenses and indemnities payable by the Issuer to the Security Agent (or its delegate);

- (b) secondly, in or towards payment pro rata of unpaid fees, costs, expenses and indemnities payable by the Issuer to any issuing agent or paying agent in relation to Super Senior Debt or Senior Debt, any agent in respect of New Super Senior Debt, the Senior Bonds Agent and the Super Senior Bonds Agent;
- (c) thirdly, towards payment pro rata of accrued interest unpaid under the Super Senior Finance Documents;
- (d) fourthly, towards payment pro rata of principal under the Super Senior Bonds and any other costs or outstanding amounts under the Super Senior Finance Documents;
- (e) fifthly, towards payment pro rata of accrued interest unpaid under the Senior Debt (interest due on an earlier Interest Payment Date to be paid before any interest due on a later Interest Payment Date);
- (f) sixthly, towards payment pro rata of principal under the Senior Debt;
- (g) seventhly, in or towards payment pro rata of any other costs or outstanding amounts unpaid under the Senior Finance Documents;
- (h) eighthly, after the Final Discharge Date, towards payment pro rata of accrued interest unpaid and principal under the Intercompany Debt;
- (i) ninthly, after the Final Discharge Date, towards payment pro rata of accrued interest unpaid and principal under the Subordinated Debt; and
- (j) tenthly, after the Final Discharge Date, in payment of the surplus (if any) to the relevant ICA Group Company or other person entitled to it.

**Turnover:**

The Intercreditor Agreement shall include provisions for turnover of funds in the event of any creditor receiving payment in conflict with this ICA Term Sheet which will be set out in the full Intercreditor Agreement, after action has been initiated to enforce the Transaction Security, any Guarantees or other Enforcement Action. The payment waterfall provisions shall apply regardless of any Transaction Security or Guarantees not being (for whatever reason) valid or enforceable in respect of the relevant Secured Party. Any funds payable to the Security Agent under the turnover provisions that have not been paid to the Security Agent shall be considered in the waterfall provisions.

**Exercise of voting rights:**

- (a) Each Secured Party agrees with the Security Agent that it will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre-insolvency or rehabilitation or similar

proceedings relating to any Group Company as instructed by the Security Agent.

- (b) The Security Agent shall give instructions for the purposes of paragraph (a) above as directed by the Instructing Party.

**Modifications:**

Each Secured Party may amend or waive the terms of the finance documents for the Secured Obligations owed to such Secured Party (other than the Intercreditor Agreement or any Security Document) in accordance with their terms at any time.

No amendment or waiver may be made or given that has the effect of changing or which relates to an amendment to any material term of the Intercreditor Agreement (including to the order of priority or subordination under the Intercreditor Agreement) without the prior written consent of the Senior Bonds Agent, the Super Senior Bonds Agent, the New Super Senior Creditors (or their representative) and the Security Agent.

The prior consent of the Secured Parties is required to authorise any amendment or waiver of, or consent under, any Transaction Security which would affect the nature or scope of the Security assets or the manner in which the proceeds of an Enforcement Action in respect of the Transaction Security are distributed.

**Miscellaneous:**

The Super Senior Bonds Agent, the New Super Senior Creditors (or their representative) and the Senior Bonds Agent shall have a duty to inform the other creditor classes of any default which is continuing, event of default or acceleration. The ICA Group Companies shall use all reasonable endeavours to facilitate any necessary establishment of new Security or change of the Transaction Security pursuant to the Intercreditor Agreement.

**Governing law:**

The Intercreditor Agreement shall be governed by Swedish law.

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For further questions please see below:

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To the Issuer: Hancap (Sweden) AB, Peter Hermansson, [peter.hermansson@hancap.se](mailto:peter.hermansson@hancap.se), +46 70 970 4772

**Stockholm on 13 March 2019**

**Intertrust (Sweden) AB**

**as Trustee**