

Stockholm, 22 September 2023

NOTICE OF WRITTEN PROCEDURE

ISIN: SE0015960802

**Studentbostäder i Norden AB (publ) (the “Issuer”)
SEK 1,000,000,000 Senior Unsecured Floating Rate Sustainability Notes (the “Notes”)**

At the request of the Issuer, the Agent hereby initiates a written procedure (“Written Procedure”) in accordance with the terms and conditions of the Notes (the “Terms and Conditions”). Noteholders (as defined in the Terms and Conditions) are urged to carefully review and consider the details of this notice of Written Procedure (the “Notice”) in its entirety.

If you are an authorised nominee (Sw. *förvaltare*) holding Notes on behalf of someone else, please forward this Notice to the Noteholder you represent at your earliest convenience.

Terms defined in the Terms and Conditions shall have the same meaning in this Notice, unless otherwise defined herein.

Key information:

Record Date for being eligible to vote:	27 September 2023
Deadline for voting:	12:00 CET, 11 October 2023
Quorum requirement:	At least fifty (50) per cent. of the Adjusted Nominal Amount, for the Request (as defined below).
Majority requirement:	At least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Noteholders reply to the Request.

Important information

Each Noteholder is solely responsible for making its own independent evaluation of all matters as such Noteholder deems appropriate (including those relating to the Request (as defined herein) and the Issuer), and each Noteholder must make its own decision as to whether to participate in the Request. Noteholders should consult their own tax, accounting, financial and legal adviser regarding the impact to themselves of voting in favour for or against the Request. Neither the Issuer nor any director, officer, employee, agent or affiliate of the Issuer, is acting for any Noteholder or will be responsible for providing advice in relation to the Request. None of the Issuer or the Agent, nor any director, officer, employee, agent or affiliate of any such person, makes any recommendation as to whether such Noteholders should vote in favour for or against the Request.

Noteholders are responsible for complying with all of the procedures for submitting a Voting Form. Neither the Issuer nor the Agent assumes any responsibility for informing any Noteholder of irregularities with respect to such Noteholder's participation in the Written Procedure (including any errors or other irregularities, manifest or otherwise, in any Voting Form).

Disclaimer: *Please note that no due diligence whatsoever (legal, financial, tax, environment or otherwise) has been carried out by the Agent or any of its advisors or any other person for the purposes of the Written Procedure or with respect to the Issuer or its assets. The Request is presented to the Noteholders by the Agent on behalf of the Issuer, without any evaluation, advice or recommendations from the Agent to the Noteholders whatsoever. The Agent has not assessed the Request (and its effects, should it be adopted) from a legal, commercial, financial or other perspective and the Agent expressly disclaims any liability whatsoever related to the content of this notice and the Request (and its effects, should it be adopted). The Agent has assumed that documentation and other evidence (if any) delivered to it pursuant to the Request is accurate, correct and complete and the Agent has not verified the contents of any such documentation. The Noteholders are recommended to seek their own professional advice in order to independently evaluate whether the Request (and its effects) is acceptable or not. Neither the Agent, nor any of its advisors has carried out any due diligence in connection with the Request and no party can guarantee any satisfactory outcome of the Request set out herein. Before making a decision whether to accept the Request, each Noteholder is advised to carefully review the content of this Notice. If a Noteholder is uncertain as to the content and significance of any of those documents and the measures the Noteholder should take, the Noteholder is advised to consult its own legal, tax or financial adviser for this purpose. The Agent will not, and is under no obligation to, update this document.*

Risk Factors: *Non-exhaustive risk factors which the Issuer considers to be material risks in relation to the Issuer and its subsidiaries are attached hereto as Schedule 4 (Risk Factors).*

Voting undertaking: Please note that as of the date of this Notice, Noteholders representing 63,8 per cent. of the Adjusted Nominal Amount have irrevocably undertaken to vote in favour for the Request.

1. Background and request

1.1 Background

Due to the current weak market sentiment as a result of geopolitical turmoil, high inflation and increased interest rates, and after discussions with certain existing Noteholders, the Issuer proposes to extend the maturity of the Notes as well as to include and/or amend certain provisions of the Terms and Conditions, as further detailed below under section 1.2 (*Request*).

1.2 Request

With reference to the above, the Issuer hereby requests that the Noteholders agree to amend the Terms and Conditions as detailed in the consolidated page-pull mark-up attached as Schedule 3 (*Mark up of amendments relating to the Request*) (the "**Request**"). For ease of reference, the amendments include, *inter alia*:

- (i) an extension of the Final Maturity Date so that the new extended Final Maturity Date shall be 15 November 2026 in order for the Issuer to evaluate and secure acceptable refinancing options;
- (ii) an amendment of the Interest Rate so that it shall be a fixed PIK interest of 10 *per cent.* per annum (which shall be capitalised annually on 15 November each year);
- (iii) a new undertaking to partly amortise the Notes in an amount of minimum SEK 120,000,000 following the occurrence of a preferential rights issue in the Issuer in an amount of at least SEK 300,000,000 (including, for the avoidance of doubt, any subscriptions made by way of set-off);
- (iv) an amendment of the call-structure and the premium payable upon redemption from and including the Original Final Maturity Date to, but excluding the Extended Final Maturity Date;
- (v) a new undertaking to partly amortise the Notes in an minimum amount of SEK 15,000,000 on 30 June 2024, 30 December 2024, 30 June 2025, 30 December 2025 and 30 June 2026, respectively (i.e. an aggregate partial prepayment of SEK 75,000,000);
- (vi) a new undertaking to partly amortise the Notes in connection with certain disposals of Group Companies and/or Properties where the net proceeds from each such disposal exceeds SEK 100,000,000; and
- (vii) an amendment of the Maintenance Test so that the Issuer shall ensure that the Interest Coverage Ratio is equal to or higher than one point thirty (1.30:1).

For complete disclosure of the content of the Request, each Noteholder is referred to the Terms and Conditions as detailed in the consolidated page-pull mark-up attached as Schedule 3 (*Mark up of amendments relating to the Request*).

The Issuer requests that the Noteholders submit their votes as soon as possible, even if the voting period has not ended. Please refer to section 3.1 (*Voting procedure*) for further details on the voting procedure.

2. Effectiveness

The amendments proposed pursuant to the Request shall be deemed to be approved:

1. immediately upon expiry of the voting period and receipt of the required quorum and majority as set forth in sections 3.4 (*Quorum*) and 3.5 (*Majority*) below; or
2. if earlier, when the requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

Provided that:

1. the Request has been approved in accordance with the above (section 2 (*Effectiveness*) item 1 or item 2); and
2. a preferential rights issue in the Issuer has been guaranteed and/or subscribed in an amount of at least SEK 300,000,000 (including, for the avoidance of doubt, any subscriptions made by way of set-off) evidence for the occurrence of which may, for the avoidance of doubt, be evidenced and satisfied by way of a press release on the website of the Group (<https://www.sbsstudent.se>),

the Issuer and the Agent shall, upon the Issuer's request, amend and restate the Terms and Conditions and (it being noted that there shall only be one set of amended and restated Terms and Conditions reflecting the amendments proposed by the Request) as well as enter into and deliver any other agreements and/or documents that are necessary and/or desirable for the purpose of effectuating the proposals and requests set out in this Notice including reflecting any immaterial amendments which Euroclear Sweden may request in order to register the amended Terms and Conditions. The Issuer shall, following the execution of such amendment and restatement, procure that the duly executed amended and restated Terms and Conditions are registered with the CSD.

Please note that although the Issuer intends to implement the amendments as proposed pursuant to the Request, it has no obligation to do so even if the Request is approved by the Noteholders.

The Issuer and the Agent shall in accordance with Clause 15.4.13 of the Terms and Conditions publish information about the decision in relation to the Request on its respective website (the Issuer at <https://www.sbsstudent.se> and the Agent at <https://www.intertrustgroup.com/our-services/capital-markets-services/bond-news/>).

3. Written Procedure

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

3.1 Voting procedure

To be eligible to vote, you must be a Noteholder on 27 September 2023 (the “**Record Date**”). This means that you must be registered in the debt register with the CSD (Sw. *skuldbok*) for the Notes (the “**Debt Register**”) as direct registered owner (Sw. *direktregistrerad ägare*) or as authorised nominee (Sw. *förvaltare*) with respect to one or several Notes.

If you hold Notes through an authorised nominee and wish to exercise voting rights in respect of such Notes, you will need to instruct your nominee to vote on your behalf (in such case, please instruct the authorised nominee to submit the votes as soon as possible, even if the voting period has not ended). Alternatively, you may request your nominee to issue a power of attorney preferably in the format set out in Schedule 2 (*Power of Attorney*) to this Notice authorising you to vote. If your Notes are held through several intermediaries (*i.e.* your authorised nominee is not registered in the Debt Register), you will need to obtain a power of attorney from the Noteholder listed in the Debt Register, or otherwise obtain a coherent chain of powers of attorney starting with the Noteholder listed in the Debt Register.

Noteholders participate in the Written Procedure by completing and sending a voting form in the format set out in Schedule 1 (*Voting Form*) to this Notice (the “**Voting Form**”) and, if applicable, a power of attorney, to the Agent.

A Noteholder who has submitted a valid Voting Form undertakes by such submission not to revoke such valid Voting Form.

Notes owned by the Issuer, another Group Company or an Affiliate do not entitle such owner to any voting rights.

3.2 Final date to vote in the Written Procedure

The Agent must receive the duly completed Voting Form **no later than 12.00 (CET) on 11 October 2023** either by regular mail, courier or email using the contact details set out in section 3.6 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

3.3 Decision procedure

The Agent will determine if a submitted Voting Form will be counted as a valid vote in the Written Procedure.

When a requisite majority of votes in favour of the Request has been received by the Agent, the Request shall be deemed to be adopted even if the time period for replies in the Written Procedure has not yet expired.

A notice of the outcome of the Written Procedure will promptly be sent by regular mail to the Noteholders and be published on the websites of the Issuer (<https://www.sbsstudent.se>) and the Agent (<https://www.intertrustgroup.com/our-services/capital-markets-services/bond-news/>).

Any matter decided upon through the Written Procedure will be binding for all Noteholders, irrespective of them responding in the Written Procedure.

3.4 Quorum

Noteholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must participate in the Written Procedure (by way of casting votes) in order to form quorum.

If the required quorum is not reached, the Agent shall, if requested by the Issuer, initiate a second Written Procedure for which no quorum requirement will apply.

3.5 Majority

The Agent must receive votes in favour thereof in the Written Procedure representing sixty-six and two thirds (66 2/3) of the Adjusted Nominal Amount of the Noteholders voting in the Written Procedure in order for the Request to be approved, since the Request relates to, amongst others, an amendment of a payment day for principal.

3.6 Address for sending replies

By regular mail:

Intertrust (Sweden) AB
Attn: Norea Marklund
P.O. Box 16285
103 25 Stockholm

By courier:

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

By email:

E-mail: trustee@intertrustgroup.com

4. Role of the Agent

The role of the Agent under this Written Procedure is solely mechanical and administrative in nature. The information set out herein is presented to the Noteholders without any evaluation, advice or recommendations from the Agent whatsoever. The Agent is not an advisor to any party and has not reviewed or assessed the information set out herein from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice (or the effect(s) of the Request, should it be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request (and their effect(s), should they be adopted) are acceptable or not.

Further to the above and as set out in the Terms and Conditions, the Agent may assume that any documentation and other evidence delivered to it or to be entered into by it in relation to the Written Procedure is accurate, legally valid, correct and complete and the Agent does not have to verify the contents of such documentation or evidence.

5. Further information

For questions regarding the Request, please contact the Issuer at sebastian.schonstrom@sbsstudent.se. Management will be available for meetings and Q&A with investors on request.

For questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at trustee@intertrustgroup.com.

Stockholm, 22 September 2023

Intertrust (Sweden) AB

as Agent

at the request of Studenbostäder i Norden AB (publ)

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney
Schedule 3	Mark up of amendments relating to the Request
Schedule 4	Risk Factors

VOTING FORM
(Schedule 1)

For the Written Procedure initiated on 22 September 2023 of the Unsecured Floating Rate Sustainability Notes with ISIN SE0015960802 (the "Notes") issued by Studentbostäder i Sverige AB (publ) (the "Issuer") on 14 May 2021.

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

Reply

Name of person/entity voting: _____

Nominal Amount voted for: _____

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

A) Approve

☐

B) Reject

☐

C) Refrain from voting

☐

with respect to the Proposal.

The undersigned hereby confirms (put a cross in the appropriate box) that this voting form shall constitute a vote also for a second Written Procedure (if any) pursuant to clause 16(h) of the Terms and Conditions with respect to the Proposal:

Confirmed

☐

Not confirmed

☐

Signature

Name in print:

Email:

Tel:

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

POWER OF ATTORNEY/AUTHORISATION¹
(Schedule 2)

For the Written Procedure initiated on 22 September 2023 of the Unsecured Floating Rate Sustainability Notes with ISIN SE0015960802 (the "Notes") issued by Studentbostäder i Sverige AB (publ) (the "Issuer") on 14 May 2021.

Authorized Person²: _____

Nominal Amount³: _____

Grantor of authority⁴: _____

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

We represent an aggregate Nominal Amount of⁵: _____

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

☐

Registered as authorized nominee on a Securities Account

☐

Registered as direct registered owner on a Securities Account

☐

Other intermediary and hold the Notes
through⁶ _____

Date:

Signature

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

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

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

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

⁵ The total Nominal Amount the undersigned represents

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

For further questions please see below.

To the Issuer:

Studentbostäder i Norden AB (publ) , Sebastian Schönström, +4672 250 27 72,
Sebastian.schonstrom@sbsstudent.se

To the Agent:

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

Stockholm on 22 September 2023

Intertrust (Sweden) AB

as Agent

MARK UP OF AMENDMENTS RELATING TO THE REQUEST

Schedule 3

[Separately attached]



STUDENTBOSTÄDER
I SVERIGE AB

Studentbostäder i Sverige AB (publ)

Terms and Conditions for
up to SEK 1,000,000,000
Senior Unsecured Floating Rate [and PIK](#)
[Interest](#) Sustainability Notes

ISIN: SE0015960802

[Originally dated](#) 4 May 2021 [and as amended and](#)
[restated on \[●\] 2023](#)

No action is being taken that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, 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.

Privacy Notice

The Issuer, the Issuing Agent and the Agent may collect and process personal data relating to the Noteholders, the Noteholders' representatives or agents, and other Persons nominated to act on behalf of the Noteholders pursuant to the Finance Documents and the Agency Agreement (name, contact details and, when relevant, holding of Notes). The personal data relating to the Noteholders is primarily collected from the registry kept by the CSD. The personal data relating to other Persons is primarily collected directly from such Persons.

The personal data collected will be processed by the Issuer, the Issuing Agent and the Agent for the following purposes:

- (a) to exercise their respective rights and fulfil their respective obligations under the Finance Documents and the Agency Agreement;
- (b) to manage the administration of the Notes and payments under the Notes;
- (c) to enable the Noteholders' to exercise their rights under the Finance Documents; and
- (d) to comply with their obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Issuing Agent and the Agent in relation to items (a) - (c) is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents and the Agency Agreement. In relation to item (d), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, the Issuing Agent or the Agent. Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

Personal data collected may be shared with third parties, such as the CSD, when necessary to fulfil the purpose for which such data is processed.

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Issuing Agent and the Agent, respectively. In addition, data subjects have the right to (i) request that personal data is rectified or erased, (ii) object to specific processing, (iii) request that the processing be restricted and (iv) receive personal data provided by themselves in machine-readable format. Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer's, the Issuing Agent's and the Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites www.sbsstudent.se, <https://www.paretosec.se> and www.intertrustgroup.com/locations/sweden.

TABLE OF CONTENTS

Privacy Notice.....	2
1 Definitions and Construction	5
2 Status of the Notes	17 <u>18</u>
3 Use of Proceeds	18 <u>19</u>
4 Conditions Precedent for Settlement	18 <u>19</u>
5 Notes in Book-Entry Form	19 <u>20</u>
6 Right to Act on Behalf of a Noteholder	20 <u>21</u>
7 Payments in Respect of the Notes	21 <u>22</u>
8 Interest	22 <u>23</u>
9 Redemption and Repurchase <u>and Amortisation</u> of the Notes	22 <u>24</u>
10 Information to Noteholders	25 <u>28</u>
11 Financial Covenants.....	27 <u>30</u>
12 General Undertakings.....	29 <u>32</u>
13 Events of Default and Acceleration of the Notes	35 <u>37</u>
14 Allocation of Proceeds.....	39 <u>41</u>
15 Decisions by Noteholders	40 <u>43</u>
16 Amendments and Waivers.....	46 <u>49</u>
17 Replacement of Base Rate	47 <u>49</u>
18 The Agent.....	51 <u>54</u>
19 The Issuing Agent.....	56 <u>59</u>
20 The CSD	56 <u>59</u>
21 No Direct Actions by Noteholders.....	57 <u>59</u>
22 Prescription.....	57 <u>60</u>
23 Communications and Press Releases	58 <u>60</u>
24 Force Majeure	59 <u>62</u>

25	Governing Law and Jurisdiction	60 <u>62</u>
----	--------------------------------------	-------------------------

~~-~~SCHEDULES

Schedule 1	Form of Compliance Certificate
------------	--------------------------------

Terms and Conditions

1 Definitions and Construction

1.1 Definitions

In these terms and conditions (the “**Terms and Conditions**”):

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of its Notes.

“**Accounting Principles**” means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Accrued PIK Interest**” means at any time, the sum of the PIK Interest accrued and capitalised pursuant to Clause 8.2 (*Interest from (but excluding) the Interest Rate Switch Date*) on each Note, less an amount equal to the PIK Interest accrued and capitalised on that Note and which has been repaid in connection with a partial prepayment of that Note pursuant to Clause 9 (*Redemption, Repurchase and Amortisation of the Notes*).

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

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other Person or entity owning any Notes (irrespective of whether such Person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i). For the purposes of this definition, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

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

“**Base Rate**” means STIBOR (3 months) or any reference rate replacing STIBOR in accordance with Clause 17 (*Replacement of Base Rate*).

“**Base Rate Administrator**” means Swedish Financial Benchmark Facility AB (SFBF) or any Person replacing it as administrator of the Base Rate.

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. Saturday’s, 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:

- (a) From the First Issue Date to (and including) the Interest Rate Switch Date, the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (b) From (but excluding) the Interest Rate Switch Date, the first following day that is a Business Day.

“**Capital Securities**” means any subordinated debt instruments issued by the Issuer which, entirely or partly, is permitted to be accounted for as equity in accordance with the Accounting Principles at the date of issuance of the relevant subordinated debt instrument(s).

“**Change of Control Event**” means the occurrence of an event or series of events whereby one or more Persons (other than any Main Shareholder or any Main Shareholder Company) acting in concert, acquire control over the Issuer and where “**control**” means:

- (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the voting shares of the Issuer; or
- (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

“**Compliance Certificate**” means a certificate substantially in the form set out in Schedule 1 (*Form of Compliance Certificate*) hereto.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191,

101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

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

“**Debt Register**” means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Notes in which (i) an owner of Notes is directly registered or (ii) an owner’s holding of Notes is registered in the name of a nominee.

“**De-Listing Event**” means the occurrence of an event or series of events whereby:

- (a) the common shares of the Issuer:
 - (i) cease to be listed on Nasdaq First North Growth Market Stockholm (or another MTF) (unless such shares are simultaneously listed on a Regulated Market) or, following a listing change to a Regulated Market, on a Regulated Market; or
 - (ii) trading of the Issuer’s listed shares on Nasdaq First North Growth Market (or another MTF) or, following a listing change to a Regulated Market, on a Regulated Market is suspended for a period of fifteen (15) consecutive Business Days (save that any such suspension in trading directly caused for the purpose of effectuating a listing change from an MTF to a Regulated Market shall not constitute a prohibited suspension in trading under this item (ii)); or
- (b) in the case of a successful admission to trading, that the Notes cease to be admitted to trading on the sustainable bond list of Nasdaq Stockholm without being admitted to trading on another Regulated Market (taking into account the rules and regulations of Nasdaq Stockholm and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes).

“**EBITDA**” means, in respect of the Reference 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 and any non-recurring items (“**Exceptional Items**”), in an aggregate amount not exceeding ten (10.00) per cent. of the EBITDA of the relevant Reference Period (prior to any adjustments for Exceptional Items);

- (d) before taking into account any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;
- (e) not including any accrued interest owing to any Group Company;
- (f) not including any accrued interest on Subordinated Loans granted by any Shareholder;
- (g) 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);
- (h) 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;
- (i) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;
- (j) plus or minus the Group's share of the profits or losses of entities which are not part of the Group;
- (k) after adding back any losses to the extent covered by any insurance and in respect of which insurance proceeds have been received by the Group; and
- (l) 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 Clause 13.1.

“Existing Senior Notes” means the Issuer's outstanding up to SEK 400,000,000 senior secured floating rate notes due 29 September 2022 with ISIN SE0009155286.

“Extended Final Maturity Date” means 15 November 2026.

“Equity” means the aggregate book value of the Group's total equity on a consolidated basis according to the latest Financial Report in respect of the Group.

“Equity Ratio” means the ratio of Equity to Total Assets, expressed as a percentage.

~~**“Final Maturity Date” means the date falling three (3) years after the First Issue Date.**~~

“Finance Documents” means:

- (a) these Terms and Conditions; and

- (b) any other document designated to be a Finance Document by the Issuer and the Agent.

“Financial Indebtedness” means:

- (a) moneys borrowed (including under any bank financing or Market Loan);
- (b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any other transaction (including the obligation to pay deferred purchase price or any forward sale) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (e) the marked-to-market value of derivative transactions entered into in connection with protection against, or benefit from, fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter-indemnity obligations in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instruments issued by a bank or financial institution; and
- (g) without double-counting, liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (f) above.

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

“Financial Report” means the:

- (a) annual audited consolidated financial statements of the Group; or
- (b) quarterly interim unaudited consolidated financial statements of the Group or the year-end report of the Group,

which shall, in each case, be prepared in accordance with the Accounting Principles and made available according to Clause 10.1.1 (a)-(b).

“First Issue Date” means 14 May 2021.

“Force Majeure Event” has the meaning set forth in Clause 24.1.1 .

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

“Incurrence Test” means the test pursuant to Clause 11.2.1 (*Incurrence Test*).

“Incurrence Test Date” has the meaning set forth in Clause 11.2.3 (*Incurrence Test*).

“Initial Notes” means the Notes issued on the First Issue Date, in a Total Nominal Amount of SEK 500,000,000.

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

“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 or anticipated financial difficulties commences negotiations with all or substantially all of its creditors (other than the Noteholders) 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” means the interest on the Notes calculated in accordance with Clauses 8.1 to 8.3.

“Interest Coverage Ratio” means the ratio of EBITDA to the Net Finance Charges.

“Interest Payment Date” means 14 February, 14 May, 14 August and 14 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 Notes shall be 14 August 2021 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 Date to (and including) the first Interest Payment 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:-

- (a) from the period from (but excluding) the First Issue Date to (and including) the Interest Rate Switch Date, the Base Rate plus the Margin as adjusted by any application of Clause 17 (*Replacement of Base Rate*); and
- (b) for the period from (but excluding) the Interest Rate Switch Date, the PIK Interest.

“Interest Rate Switch Date” means 15 November 2023.

“Issue Date” the First Issue Date and each other date on which Notes are to be issued pursuant to these Terms and Conditions, as agreed between the Issuing Agent and the Issuer.

“Issuer” means Studentbostäder i Sverige AB (publ), a public limited liability company incorporated under the laws of Sweden with Swedish Reg. No. 556715-7929.

“Issuing Agent” means, initially, Pareto Securities AB (Swedish Reg. No. 556206-8956) and thereafter each other party appointed as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

“Listing Failure Event” means the situation where:

- (a) the Initial Notes have not been listed on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) within sixty (60) days after the First Issue Date (although the Issuer will use its best efforts to have the Initial Notes admitted to listing within thirty (30) days from the First Issue Date); or
- (b) any Subsequent Notes have not been listed on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) within sixty (60) days after the relevant Issue Date (although the Issuer will use its best efforts to have such Subsequent Notes admitted to listing within thirty (30) days from the relevant Issue Date), unless the Subsequent Notes are issued before the date falling sixty (60) days after the First Issue Date in which case such Subsequent Notes shall be admitted to listing within sixty (60) days after the First Issue Date.

“Main Shareholders” means AB Fastator (publ) (Swedish Reg. No. 556678-6645) and Samhällsbyggnadsbolaget i Norden AB (publ) (Swedish Reg. No. 556981-7660).

“Main Shareholder Company” means any Person, directly or indirectly, controlled by any of the Main Shareholders. For the purposes of this definition, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

“Management Profit” means, for the relevant Reference Period, the Group’s consolidated net profit before value changes and tax (Sw. *förvaltningsresultat*) according to the latest Financial Report.

“Maintenance Test” means the test pursuant to Clause 11.1.1 (*Maintenance Test*).

“Margin” means 5.50 per cent. *per annum*.

“Market Loans” means bonds, notes or other debt securities (however defined), which are or can be quoted, listed, traded or otherwise admitted to trading on a Regulated Market, a multilateral trading facility or an organised trading facility (each as defined in Directive 2014/65/EU on markets in financial instruments).

“Material Adverse Effect” means a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole;
- (b) the ability of the Issuer to comply with its obligations under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

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

“Nasdaq Stockholm” means the Regulated Market of Nasdaq Stockholm AB (Swedish Reg. No. 556420-8394, SE-105 78 Stockholm, Sweden).

“Net Finance Charges” means, for the Reference Period, the Group’s consolidated finance charges (Sw. *räntenetto*) according to the latest Financial Report in respect of the Group, but excluding any (i) interest attributable to Capital Securities and any Subordinated Loans granted by any Shareholder, ~~and~~ (ii) any refinancing, prepayment and/or transaction fees or costs in respect of borrowings and (iii) any Accrued PIK Interest.

“**Net Proceeds**” means the gross proceeds from the issuance of the relevant Notes after deduction has been made for the Transaction Costs payable by the Issuer.

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

“**Nominal Amount**” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which each Note has been partly amortised or redeemed in accordance with these Terms and Conditions.

“**Nominal Interest Amount**” means an amount equal to the sum of (i) the Nominal Amount and (ii) the Accrued PIK Interest.

“**Note**” means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions, including the Initial Notes and any Subsequent Notes.

“**Noteholder**” means the Person who is registered on a Securities Account as direct registered owner (Sw. *direktregistrerad ägare*) or nominee (Sw. *förvaltare*) with respect to a Note.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clauses 15.1 (*Request for a decision*), 15.2 (*Convening of Noteholders’ Meeting*) and 15.4 (*Majority, quorum and other provisions*).

“**Original Final Maturity Date**” means the date falling three (3) years after the First Issue Date, being 14 May 2024.

“**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 ten (10) per cent. *per annum*.

“**PIK Interest Period**” means (i) in respect of the first PIK Interest Period, the period from (but excluding) the Interest Rate Switch Date to (and including) the first anniversary of the Interest Rate Switch Date, and (ii) in respect of subsequent PIK Interest Periods, the period from (but excluding) the relevant anniversary of the Interest Rate Switch Date to (and including) the next succeeding anniversary of the Interest Rate Switch Date (or a shorter period if relevant).

“**Preference Shares**” means preference shares (Sw. *preferensaktier*) issued by the Issuer from time to time.

“Property” or “Properties” means all real properties (Sw. *fastigheter*) and site leasehold rights (Sw. *tomträtter*) owned by a Group Company from time to time.

“Quotation Day” means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

“Record Date” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 14 (*Allocation of Proceeds*), (iv) the date of a Noteholders’ Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“Reference Date” means 31 March, 30 June, 30 September and 31 December in each year for as long as any Notes are outstanding.

“Reference Period” means, subject to any adjustments made pursuant to Clause 11.2.6, each period of twelve (12) consecutive calendar months.

“Redemption Date” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 9 (*Redemption ~~and~~ Repurchase and Amortisation* of the Notes).

“Regulated Market” means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments).

“Restricted Payment” has the meaning set forth in Clause 12.1 (*Distributions*).

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

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

“Share Issue” means a preferential rights issue in the Issuer in the form of ordinary or preference shares in an amount of at least SEK 300,000,000 (including, for the avoidance of doubt, any subscriptions made by way of set-off).

“Share Issue Date” means the date on which the Issuer receives payment of the aggregated subscription price from the Share Issue, less any fees to the managers and net of any amount received by way of set-off.

“Shareholder” means any Person which is a direct, or indirect, shareholder of the Issuer.

“STIBOR” means:

- (a) the Stockholm interbank offered rate for STIBOR fixing administered and calculated by the relevant Base Rate Administrator for the offering of deposits in Swedish Kronor and for a period equal to the relevant Interest Period (before any correction, recalculation or republication by the administrator) as of or around 11.00 a.m. on the Quotation Day on page STIBOR= of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters;
- (b) if no rate as described in (a) is available for the relevant Interest Period, the rate determined by the Issuing Agent by interpolation between the two closest rates displayed on Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) for STIBOR fixing (or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor;
- (c) if no rate as described in (b) is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no quotation is available pursuant to paragraph (c), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period, and

if any such rate is below zero (0), STIBOR will be deemed to be zero (0).

“Subsequent Notes” means any Notes issued after the First Issue Date on one or more occasions.

“Subsidiary” means, in relation to any Person, any Swedish or foreign legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners; or
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

“Subordinated Loans” means any loan incurred by the Issuer or a Group Company (including, any loan made to the Issuer or any other Group Company by a Shareholder), provided that such loan:

- (a) according to its terms or pursuant to a subordination agreement on terms and conditions satisfactory to the Agent, is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date, save for repayments or prepayments which are permitted pursuant to Clause 12.1 (*Distributions*); and
- (c) according to its terms yield only payment-in-kind interest that is payable after the Final Maturity Date, save for payments of interest which are permitted pursuant to Clause 12.1 (*Distributions*).

“Sustainability Bond Framework” means the Issuer’s sustainability bond framework, as amended from time to time.

“Total Assets” means the consolidated book value of the Group’s total assets according to the latest Financial Report.

“Total Nominal Amount” means the total aggregate Nominal Amount of the Notes 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 (i) the issuance of the Notes and (ii) the listing of the Notes.

“Written Procedure” means the written or electronic procedure for decision making among the Noteholders in accordance with Clauses 15.1 (*Request for a*

decision), 15.3 (*Instigation of Written Procedure*) and 15.4 (*Majority, quorum and other provisions*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any law, 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;
- (d) a provision of regulation is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

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

1.2.3 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). If no such rate is available, the most recently published rate shall be used instead.

1.2.4 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.

1.2.5 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

1.2.6 The privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Noteholders and the Agent.

- 1.2.7 Any Capital Securities which is fully treated as equity in the balance sheet of the Issuer in accordance with the Accounting Principles applicable at the date of its issuance shall, for the avoidance of doubt, not be deemed to constitute Financial Indebtedness or a Market Loan notwithstanding any subsequent classification of such Capital Securities as debt under the Accounting Principles.

2 Status of the Notes

- 2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.
- 2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.
- 2.3 The initial nominal amount of each Initial Note is SEK 1,250,000 (the “**Initial Nominal Amount**”). All ~~Initial~~ Notes are issued on a fully paid basis at an issue price of 100 per cent. of the Initial Nominal Amount.
- 2.4 Subject to the relevant conditions precedents having been duly received (or waived) by the Agent in accordance with Clause 4.2 (and, for the avoidance of doubt, the Incurrence Test being met), the Issuer may, on one or several occasions, issue Subsequent Notes. Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. The issue price of the Subsequent Notes may be set at the Nominal Amount, a discount or a premium compared to the Nominal Amount. Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 8.1, and otherwise have the same rights as the Initial Notes.
- 2.5 The maximum Total Nominal Amount of the Notes (the Initial Notes and all Subsequent Notes) may not exceed SEK 1,000,000,000 unless a consent from the Noteholders is obtained in accordance with Clause 15.4.2(a).
- 2.6 The Notes constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory regulation.
- 2.7 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local

regulation to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

- 2.8 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3 Use of Proceeds

- 3.1 An amount equivalent to the Net Proceeds of the Initial Notes shall be applied in accordance with the Issuer's Sustainability Bond Framework including redemption of the Existing Senior Notes.
- 3.2 An amount equivalent to the Net Proceeds of any Subsequent Notes shall be applied in accordance with the Issuer's Sustainability Bond Framework.

4 Conditions Precedent for Settlement

- 4.1 **Initial Notes:** The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), the following:
- (a) up-to-date copies of the articles of association and certificate of incorporation of the Issuer;
 - (b) a copy of a resolution of the board of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents and the Agency Agreement to which it is or will become a party and resolving that it execute, deliver and perform its obligations under such Finance Documents and the Agency Agreement and all transactions contemplated thereby;
 - (ii) authorising a specified person or persons to execute the Finance Documents and the Agency Agreement; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents and the Agency Agreement and any transaction(s) contemplated thereby.
 - (c) a copy of the executed Agency Agreement;
 - (d) a copy of the executed Terms and Conditions; and

- (e) a copy of an executed Compliance Certificate (confirming only that no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing)) or from the issue of the Initial Notes.

4.2 **Subsequent Notes:** The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the Issue Date (or such later time as agreed to by the Agent) in respect of Subsequent Notes, the following:

- (a) a Compliance Certificate confirming and evidencing (by way of including relevant figures and calculations, as applicable) that the Incurrence Test (calculated *pro forma* as per the latest Financial Report, including the contemplated issue of Subsequent Notes) is met;
- (b) unless already covered by the resolutions delivered to the Agent in connection with the issuance of the Initial Notes, a copy of a resolution of the board of directors of the Issuer:
 - (i) approving the issue of the Subsequent Notes and resolving that it execute, deliver and perform its obligations under the Finance Documents necessary in connection therewith;
 - (ii) authorising a specified person or persons to execute the documents necessary in connection with the Subsequent Notes to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Subsequent Notes; and
- (c) up-to-date copies of the articles of association and certificate of incorporation of the Issuer.

4.3 The Agent shall confirm in writing to the Issuing Agent when it is satisfied that the conditions in Clause 4.1 or 4.2 (as applicable), as the case may be have been fulfilled (or amended or waived in accordance with Clause 16 (*Amendments and Waivers*)). The relevant Issue Date shall not occur unless the Agent makes such confirmation to the Issuing Agent no later than 9.00 a.m. two (2) Business Days prior to the relevant Issue Date (or later, if the Issuing Agent so agrees).

4.4 Following receipt by the Issuing Agent of the written confirmation in accordance with Clause 4.3, the Issuing Agent shall (as applicable):

- (a) settle the issuance of the Initial Notes and pay the Net Proceeds to the Issuer on the First Issue Date; and
- (b) settle the issuance of any Subsequent Notes and pay the Net Proceeds to the Issuer on the relevant Issue Date.

5 Notes in Book-Entry Form

- 5.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical Notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the Persons who are Noteholders and their holdings of Notes.
- 5.2 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 Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 5.3 The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.
- 5.4 The Issuer shall issue any necessary power of attorney to such Persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.
- 5.5 The Issuer and the Agent may use the information referred to in Clause 5.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

6 Right to Act on Behalf of a Noteholder

- 6.1 If any Person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Noteholder or a successive, coherent chain of powers of attorney or authorisations starting with the Noteholder and authorising such Person.
- 6.2 A Noteholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in

relation to the Notes for which such representative is entitled to represent the Noteholder.

- 6.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 6.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 6.4 These Terms and Conditions shall not affect the relationship between a Noteholder who is the nominee (Sw. *förvaltare*) with respect to a Note and the owner of such Note, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

7 Payments in Respect of the Notes

- 7.1 Any payment or repayment under the Finance Documents shall be made to such Person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 7.2 If a Noteholder has registered, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 7.3 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 8.4 during such postponement.
- 7.4 If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount.
- 7.5 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.

8 Interest

8.1 Interest to (and including) the Interest Rate Switch Date

8.1.1 ~~8.1~~ Each Initial Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the ~~relevant Redemption~~ Interest Rate Switch Date. Any Subsequent Note issued after the First Issue Date but prior to Interest Rate Switch Date will carry Interest at the Interest Rate applied to the Nominal Amount 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~~ Interest Rate Switch Date.

8.1.2 ~~8.2~~ Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.

8.1.3 ~~8.3~~ Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

8.2 Interest from (but excluding) the Interest Rate Switch Date

8.2.1 Each Note carries Interest at the PIK Interest applied to the Nominal Interest Amount, from (but excluding) the Interest Rate Switch Date up to (and including) the relevant Redemption Date.

8.2.2 PIK Interest accrues during a PIK Interest Period and shall be capitalised yearly on each anniversary of the Interest Rate Switch Date. Subject to Clause 8.2.5, all Accrued PIK Interest shall be paid in full on the Extended Final Maturity Date.

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

8.2.4 All Accrued PIK Interest and any PIK Interest accruing during the current PIK Interest Period shall become immediately payable if all amounts due in respect of the Notes shall be immediately due and payable under Clause 13 (*Events of Default and Acceleration of the Notes*) or if the Notes are redeemed in accordance with Clause 9 (*Redemption, Repurchase and Amortisation of the Notes*).

8.2.5 For each PIK Interest Period, the Issuer shall calculate and provide information on the Nominal Interest Amount to the Agent where such information on calculation for a PIK Interest Period shall be provided to the Agent each anniversary of the Original Final Maturity Date. Before any redemption and/or

partial prepayment of the Notes, the Issuer shall provide the CSD with such calculations, in accordance with the applicable rules and regulations of the CSD in order to establish with the CSD the correct amount to be redemption and/or partial prepayment of the Notes under these Terms and Conditions.

8.3 **Default Interest**

~~8.4~~If the Issuer fails to pay or capitalize (as applicable) any amount payable by it under the 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 earlier of (i) the date of actual payment and (ii) the date of actual capitalization (as applicable), at a rate which is two (2%) percentage points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

9 **Redemption ~~and~~, Repurchase and Amortisation of the Notes**

9.1 **Redemption at maturity**

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Extended Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Extended Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

9.2 **Purchase of Notes by the Issuer and any other Group Company**

The Issuer and any other Group Company may, subject to applicable regulations, at any time and at any price purchase Notes on the market or in any other way. Notes held by the Issuer or any other Group Company may at their discretion be retained or sold, but not cancelled. Notwithstanding the aforementioned, the Issuer may cancel the Notes in connection with a full redemption of the Notes or repurchase of all Notes not already held by the Issuer.

9.3 **Voluntary total redemption (call option)**

9.3.1 The Issuer may redeem all, but not only some, of the outstanding Notes in full:

- (a) from and including the First Issue Date to, but excluding, the date falling twenty-four (24) months after the First Issue Date, at an amount per Note equal to the sum of (i) 102.20 per cent. of the Nominal Amount and (ii) the remaining interest payments on or after the First Issue Date to, but not

including, the date falling twenty-four (24) months after the First Issue Date;

- (b) from and including the date falling twenty-four (24) months after the First Issue Date to, but excluding, the date falling thirty (30) months after the First Issue Date, at an amount per Note equal to 102.20 per cent. of the Nominal Amount;
- (c) from and including the date falling thirty (30) months after the First Issue Date to, but excluding, the Original Final Maturity Date, at an amount per Note equal to 101.10 per cent. of the Nominal Amount;
- (d) from and including the Original Final Maturity Date to, but excluding, the Extended Final Maturity Date, at an amount per Note equal to 100.00 per cent. of the Nominal Amount;
- (e) ~~(d)~~ notwithstanding paragraphs (a)-(c) (inclusive) the above, provided that the redemption is financed in full or in part by way of the Issuer issuing one or several Market Loans, at any time from and including the date falling thirty-three (33) months after the First Issue Date to, but excluding, the Original Final Maturity Date, at an amount per Note equal to 100.00 per cent. of the Nominal Amount,

in each case together with accrued but unpaid interest.

9.3.2 For the purpose of calculating the remaining interest payments pursuant to paragraph (a) above it shall be assumed that the Interest Rate for the period from the relevant record date to the date falling twenty-four (24) months after the First Issue Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Noteholders. The relevant record date shall be agreed upon between the Issuer, the CSD and the Agent in connection with such repayment.

9.3.3 Redemption in accordance with Clause 9.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Noteholder 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 that shall be satisfied prior to the Record Date. Upon fulfilment of the conditions precedent (if any), the Issuer shall redeem the Notes in full at the applicable amount on the specified Redemption Date.

9.4 Early redemption due to illegality (call option)

9.4.1 The Issuer may redeem all, but not only some, of the outstanding Notes at an amount per Note equal to the Nominal Amount together with accrued but unpaid

Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

9.4.2 The Issuer shall give notice to the Noteholders and the Agent of any redemption pursuant to Clause 9.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Noteholder to receive the amounts due on such Redemption Date.

9.4.3 A notice of redemption in accordance with Clause 9.4.1 is irrevocable and, on the Redemption Date specified in such notice, the Issuer is bound to redeem the Notes in full at the applicable amounts on the specified Redemption Date.

9.5 Mandatory repurchase due to a Change of Control Event, a Listing Failure Event or a De-Listing Event (put option)

9.5.1 Upon the occurrence of a Change of Control Event, a Listing Failure Event or a De-Listing Event, each Noteholder shall have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid interest during a period of twenty (20) Business Days following the effective date of a notice from the Issuer of the Change of Control Event, Listing Failure Event or De-Listing Event (as the case may be) pursuant to Clause 10.1.3 (after which time period such rights lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event or the Listing Failure Event, as the case may be.

9.5.2 The notice from the Issuer pursuant to Clause 10.1.3 shall specify the period during which the right pursuant to Clause 9.5.1 may be exercised, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 10.1.3. The Redemption Date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 9.5.1.

9.5.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Notes. To the extent that the provisions of such regulations conflict with the provisions in this Clause 9.5, the Issuer shall comply with the applicable securities regulations and will not be

deemed to have breached its obligations under this Clause 9.5 by virtue of the conflict.

- 9.5.4 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 9.5, if a third party in connection with the occurrence of a Change of Control Event, a Listing Failure Event or a De-Listing Event offers to purchase the Notes in the manner and on the terms set out in this Clause 9.5 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If Notes tendered are not purchased within the time limits stipulated in this Clause 9.5, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.
- 9.5.5 No repurchase of Notes pursuant to this Clause 9.5 shall be required if the Issuer prior to such event occurring has given notice of a redemption pursuant to Clause 9.3 (*Voluntary total redemption (call option)*) provided that such redemption is duly exercised.

9.6 Amortisation

9.6.1 The Issuer shall partly repay the Notes in a total aggregate amount of no less than:

- (a) SEK 120,000,000 (including accrued but unpaid Interest) no later than on the date falling fifteen (15) Business Day after the Share Issue;
- (b) SEK 15,000,000 on 30 June 2024;
- (c) SEK 15,000,000 on 30 December 2024;
- (d) SEK 15,000,000 on 30 June 2025;
- (e) SEK 15,000,000 on 30 December 2025; and
- (f) SEK 15,000,000 on 30 June 2026;

or, to the extent any of the above dates is not a Business Day, the Business Day following from an application of the Business Day Convention. For the avoidance of doubt, no premium or penalty shall be applicable on any amortisation in accordance with this Clause 9.6.1.

- 9.6.2** If the Issuer or any other Group Company disposes or otherwise transfers (i) any shares in a Group Company and/or (ii) any Property (each, for the avoidance of doubt, in accordance with these Terms and Conditions) and the net proceeds of such disposal exceeds SEK 100,000,000, the Issuer shall procure that an amount corresponding to seventy-five (75.00) per cent of the net proceeds from each such disposal is used to partly repay the Notes (together with accrued and unpaid Interest) as soon as practical. For the purposes hereof, the net proceeds shall be calculated as the cash payment obtained by the relevant Group Company less (i) all costs and expenses incurred in relation to the disposal, (ii) an amount equal to

any repayment of debt attached to such Group Company or Property and (iii) any tax deemed to be paid in relation to such disposal.

9.6.3 Any repayment of the Notes shall reduce the Nominal Amount of each outstanding Note by the nominal amount repaid pro rata (rounded down to the nearest SEK 1.00). The remaining outstanding amount under the Notes shall be redeemed on the Extended Final Maturity Date.

10 Information to Noteholders

10.1 Information from the Issuer

10.1.1 The Issuer shall make the following information available to the Noteholders by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, the audited consolidated financial statements of the Group (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) for that financial year prepared in accordance with the Accounting Principles, starting with the audited consolidated financial statements of the Group for the financial year of 2021;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, the unaudited consolidated financial statements or the year-end report (Sw. *bokslutskommuniké*) of the Group (as applicable) for such period prepared in accordance with the Accounting Principles;
- (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by the Group Companies, or the amount of Notes cancelled by the Issuer; and
- (d) any other information required by the Swedish Securities Markets Act (Sw. *lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading

10.1.2 The Issuer shall prepare the Financial Reports in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of Nasdaq Stockholm or any other Regulated Market or MTF on which the Issuer's securities from time to time are listed (as amended from time to time) and the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

- 10.1.3 The Issuer shall immediately notify the Agent and the Noteholders when the Issuer is or becomes aware of the occurrence of a Change of Control Event, a Listing Failure Event or a De-Listing Event, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice. Such notice may be given in advance of the occurrence of 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.
- 10.1.4 The Issuer shall immediately notify the Agent when the Issuer is or becomes aware that an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination, the passing of time or any combination of the foregoing) constitute an Event of Default has occurred, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.
- 10.1.5 The Issuer shall issue a Compliance Certificate to the Agent in connection with:
- (a) the testing of an Incurrence Test (including relevant calculations and figures);
 - (b) the publishing of a Financial Report (including the testing of the Maintenance Test and the relevant calculations and figures); and
 - (c) at the Agent's reasonable request, within 15 calendar days from such request.

10.2 Information from the Agent

Subject to the restrictions of a non-disclosure agreement entered into by the Agent with the Issuer, the Agent is entitled to disclose to the Noteholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Notes.

10.3 Information among the Noteholders

Subject to applicable regulations, the Agent shall promptly upon request by a Noteholder forward by post any information from such Noteholder to the Noteholders which relates to the Notes. The Agent may require that the requesting Noteholder reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

10.4 Publication and availability of Finance Documents

- 10.4.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.
- 10.4.2 The latest versions of the other Finance Documents (including any document amending such Finance Documents) shall upon written request be made available by the Agent to any Person by way of email or at the office of the Agent during normal business hours. The Agent may require that the requesting Person reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

11 Financial Covenants

11.1 Maintenance Test

- 11.1.1 The Maintenance Test is met if:
- (a) the Equity Ratio is equal to or higher than twenty (20.00) per cent. on each Reference Date; and
 - (b) the Interest Coverage Ratio is equal to or higher than one point ~~fifty~~ thirty (~~1.50:1~~ 1.30:1) on each Reference Date,
- in each case calculated in accordance with this Clause 11.1.
- 11.1.2 The Maintenance Test shall be tested quarterly on each Reference Date, on the basis of the Financial Report for the period ending on the relevant Reference Date.
- 11.1.3 The first test date for the Maintenance Test shall be 30 June 2021.
- 11.1.4 The calculation of the Interest Coverage Ratio for the purpose of the Maintenance Test shall be made for the Reference Period ending on the last day of the period covered by the most recent Financial Report.

11.2 Incurrence Test

- 11.2.1 The Incurrence Test is met if (in each case tested *pro forma* including the new Market Loans, Subsequent Notes and/or Restricted Payment, as applicable):
- (a) the Equity Ratio is equal to or higher than 25.00 per cent.;
 - (b) the Interest Coverage Ratio is equal to or higher than 1.75:1; and

- (c) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the incurrence of the Market Loans and/or Subsequent Notes or the making of the Restricted Payment (as applicable),

in each case calculated in accordance with this Clause 11.2.

- 11.2.2 The Incurrence Test shall be applied in connection with (i) the issuance of Subsequent Notes and the issuance of any other Market Loans and (ii) a Restricted Payment which requires that the Incurrence Test is met, until and including the Extended Final Maturity Date.
- 11.2.3 The Incurrence Test shall be tested on the date falling five (5) Business Days prior to the date on which the relevant issuance of Subsequent Notes, Market Loan(s) or Restricted Payment is being made (the “**Incurrence Test Date**”).
- 11.2.4 The calculation of the Equity Ratio and the Interest Coverage Ratio for the purpose of the Incurrence Test shall be calculated based on the most recent Financial Report (and on the figures as of the last day of the period covered by such Financial Report) prior to the date of the issuance of the Subsequent Notes, new Market Loan(s) or the making of the Restricted Payment (as applicable), calculated pro forma including the contemplated Restricted Payment and/or Subsequent Notes and new Market Loan(s) and adjusted for any events affecting such ratio after the last day of the period covered by the most recent Financial Report up until and including the Incurrence Test Date (as applicable).
- 11.2.5 The figures for EBITDA and Net Finance Charges shall be adjusted so that (as applicable):
 - (a) entities, assets or operations acquired, disposed of or discontinued by the Group during the Reference Period, or after the end of the Reference Period but before the Incurrence Test Date, shall be included or excluded (as applicable), pro forma, for the entire Reference Period;
 - (b) any entity, asset or operation to be acquired with the proceeds from new Financial Indebtedness shall be included, pro forma, for the entire Reference Period; and
 - (c) any Net Finance Charges directly attributable to (i) Financial Indebtedness owed by an acquired entity and (ii) any new Financial Indebtedness incurred for the purpose of acquiring an entity acquired during the Reference Period shall be included, pro forma for the entire Reference Period (provided that any Net Finance Charges directly attributable to Financial Indebtedness refinanced with such new Financial Indebtedness shall be deducted, as if such debt had been repaid at the beginning of the relevant Reference Period).

- 11.2.6 For the purposes of calculating the Interest Coverage Ratio on any Incurrence Test Date occurring during the financial year 2021, the Reference Period shall be deemed to commence on 1 January 2021 and the relevant figures and metrics shall be adjusted *pro forma*, i.e. annualized, on the basis of quarterly and semi-annual Financial Report(s) published during 2021.

12 General Undertakings

So long as any Notes remains outstanding, the Issuer undertakes to comply with the general undertakings set forth in this 12.

12.1 Distributions

The Issuer shall not, and shall procure that none of its Subsidiaries will:

- (a) pay any dividend in respect of its shares;
- (b) repurchase or redeem any of its own shares;
- (c) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to its shareholders;
- (d) repay principal on any Subordinated Loan or Capital Securities or pay any capitalised, accrued or deferred (as applicable) interest thereunder; or
- (e) make any other similar distribution or transfers of value (Sw. *värdeöverföringar*) to the direct or indirect Shareholder(s) of the Issuer, or any Affiliates of the Issuer.

(paragraphs (a) – (e) above are together and individually referred to as a “**Restricted Payment**”).

Notwithstanding the above, a Restricted Payment may be made (in each case provided that such Restricted Payment is permitted by law and that no Event of Default is continuing or would result from such Restricted Payment):

- (a) if such Restricted Payment is made to the Issuer or a wholly owned direct or indirect Subsidiary of the Issuer, and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis; or
- (b) by the Issuer, if such Restricted Payment is in respect of:
 - (i) dividends on Preference Shares;
 - (ii) dividends on its common shares, provided that the articles of association of the Issuer (at the time of the making of the Restricted Payment) explicitly require that the relevant Restricted Payment is

made in respect of the common shares (or a certain class of common shares) in order to permit the making of other dividends in respect of another specified class of common share in the Issuer which is entitled to a greater multiple or quota of dividends (the “**Dividend Common Shares**”) than the first mentioned common share in this paragraph (b)(ii) (to the extent that such dividends in respect of Dividend Common Shares are permitted pursuant to paragraph (b)(iii) under this Clause 12.1);

- (iii) dividends on any Dividend Common Shares; or
- (iv) payments of accrued or deferred interest on Capital Securities,

provided that the Incurrence Test is met and that the aggregate amount of all such Restricted Payments in any financial year (including the Restricted Payment in question) does not exceed SEK 35,000,000 and that any Restricted Payments being made pursuant to paragraph (b)(ii) above may not exceed an amount equivalent to one sixth (1/6) of the aforementioned basket amount in any financial year; or

(a) ~~(e)~~ by the Issuer, if such Restricted Payment is in respect of payments of principal or capitalised interest and/or accrued or deferred interest on Capital Securities in connection with a refinancing in part or in full of such Capital Securities, provided that;

- (i) such refinancing is financed by the incurrence of Subordinated Loans, the issuance of new Capital Securities, Preference Shares or any other instrument accounted for as equity in accordance with the Accounting Principles; or
- (ii) if such refinancing is financed in any other way than as set out in paragraph (i) above, the requirements set out in paragraph (d) below are met; or

(b) ~~(d)~~ by the Issuer, provided that:

- (i) the Incurrence Test is met; and
- (ii) the aggregate amount of all Restricted Payments of the Group in a financial year (including the Restricted Payment in question and any Restricted Payment made in accordance with paragraph (b) above, but excluding any Restricted Payment made in accordance with paragraphs (a) and (c) above) does not exceed 50.00 per cent. of the Management Profit according to the annual audited consolidated financial statements for the previous financial year (and without accumulation of profits from previous financial years), starting no earlier than the financial year of 2022 with reference to the annual audited consolidated financial statements for that year.

12.2 Market Loans

12.2.1 The Issuer shall procure that:

- (a) no Group Company other than the Issuer issues or permits to remain outstanding any Market Loan; and
- (b) any Market Loan (other than the Notes) issued by the Issuer;
 - (i) is only issued if the Incurrence Test is met;
 - (ii) is unsecured;
 - (iii) is subordinated to or rank *pari passu* with the Notes and the Issuer's obligations under the Finance Documents; and
 - (iv) has a final maturity date or, if applicable, redemption dates or instalment dates falling after the [Extended](#) Final Maturity Date.

12.2.2 Notwithstanding Clause 12.2.1(b) above, the Issuer may permit to remain outstanding its Existing Senior Notes, up until the date falling 60 calendar days after the First Issue Date.

12.3 Negative Pledge

12.3.1 The Issuer shall not, and shall procure that no Group Company will, maintain, provide, prolong or renew any Security over any of its assets (present or future) in respect of any Market Loan.

12.3.2 Notwithstanding Clause 12.3.1 above, any Security provided in respect of the Existing Senior Notes may remain outstanding up until the date falling 60 calendar days after the First Issue Date.

12.4 Admission to trading

12.4.1 The Issuer shall use its best efforts to ensure that the Initial Notes are admitted to trading (Sw. *upptagna till handel*) on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, within twelve (12) months from the First Issue Date.

12.4.2 The Issuer shall use its best efforts to ensure that any Subsequent Notes are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market (in each case provided that the Subsequent Notes shall be listed on the same Regulated Market as the Initial Notes), within twelve (12) months after the relevant Issue Date of such Subsequent Notes, unless the

relevant Subsequent Notes are issued before the expiry of the twelve (12) month period in respect of the Initial Notes, in which case such Subsequent Notes shall be admitted to trading within twelve (12) months after the First Issue Date together with the Initial Notes.

12.5 Disposals of Assets

- 12.5.1 The Issuer shall not, and shall procure that no other Group Company will, sell, transfer or otherwise dispose of shares in any Group Company or of all or substantially all of its or any Group Company's assets or operations to any Person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto):
- (a) is carried out at fair market value and on arm's length terms; and
 - (b) it does not have a Material Adverse Effect.
- 12.5.2 Subject to applicable regulations, the Issuer shall upon request by the Agent provide the Agent with any information relating to the transaction, which the Agent deems necessary (acting reasonably).

12.6 Mergers and demergers

- 12.6.1 The Issuer shall not, and shall procure that no other Group Company will, enter into any amalgamation, merger, demerger or consolidation unless (i) between Group Companies (other than the Issuer) or (ii) such amalgamation, merger, demerger or consolidation is not likely to have a Material Adverse Effect, provided however that a merger or demerger with the effect that the Issuer is not the surviving entity shall not be permitted.
- 12.6.2 Subject to applicable regulations, the Issuer shall, upon reasonable request by the Agent, provide the Agent with any information relating to any amalgamation, demerger, merger and/or consolidation which the Agent deems necessary (acting reasonably).

12.7 Insurance

The Issuer shall procure that the Properties are insured to an extent which is customary for similar properties on the Swedish market with one or more reputable insurers. The insurance cover shall, among other things, include full value insurance and third-party liability insurances.

12.8 Maintenance of Properties

The Issuer shall, and shall procure that each other Group Company owning a Property, keep the Property in a good state of repair and maintenance, subject to normal wear and tear and in accordance with normal market practice, and in such repair and condition as will enable the Issuer and each other Group Company owning a Property to comply in all material respects with the obligations under relevant rental agreements and in accordance all applicable laws and regulations.

12.9 Environmental

The Issuer shall, and shall ensure that each Group Company will, comply with all environmental laws and obtain, maintain and ensure compliance with all requisite environmental permits, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

12.10 Compliance with laws

The Issuer shall, and shall procure that each Group Company will, (i) comply with all laws and regulations (in all material respects) applicable from time to time, including but not limited to the rules and regulations of Nasdaq Stockholm, or any other Regulated Market or MTF on which the Issuer's securities are listed from time to time, and (ii) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

12.11 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 taken as a whole from that carried on at the First Issue Date.

12.12 Dealings with Related Parties

The Issuer shall, and the Issuer shall ensure that each Group Company will, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct or indirect shareholders and any other related parties at arm's length terms.

12.13 Sustainability Bond Framework

The Issuer shall maintain a Sustainability Bond Framework, which shall at all times be published on the Issuer's webpage (including the second opinion issued for the purpose of such framework) and shall ensure that an amount equivalent to the proceeds from any Notes are applied in accordance with the Sustainability Bond Framework.

12.14 Undertakings relating to the Agency Agreement

- 12.14.1 The Issuer shall act in accordance with and comply to the terms and conditions of the Agency Agreement.
- 12.14.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

12.15 CSD related undertakings

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

13 Events of Default and Acceleration of the Notes

- 13.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 13.6, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) **Non-payment**

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

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

- (b) **Maintenance test**

The issuer does not comply with the Maintenance Test.

(c) Other obligations

The Issuer or any other Person (other than the Agent) does not comply with any term or condition of the Finance Documents to which it is a party (in any other way than as set out under paragraphs (a)-(b) above), unless the non-compliance:

- (i) is capable of remedy; and
- (ii) is remedied within fifteen (15) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance.

Notwithstanding the above, any failure to comply with the undertaking set out in Clause 12.13 (*Sustainability Bond Framework*) and/or with the terms of the Sustainability Bond Framework itself shall not constitute an Event of Default under any circumstance.

(d) Misrepresentation

Any representation or statement made or deemed to be made by the Issuer in the Finance Documents or any other document delivered by or on behalf of the Issuer under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made and such incorrectness and misleading has a Material Adverse Effect.

(e) Impossibility or illegality

It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Finance Documents or if any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation individually or cumulatively has a detrimental effect on the interests of the Noteholders.

(f) Insolvency

The Issuer, or any Group Company, is, or is deemed for the purposes of any applicable regulation to be, Insolvent, or a moratorium is declared in respect of the Financial Indebtedness of any Group Company, provided however that the assets of such Group Company (other than the Issuer), individually or in the aggregate, have a value equal to or exceeding SEK 25,000,000 (or

its equivalent in any other currency) calculated in accordance with the latest Financial Report (and if not reflected in the latest Financial Report, calculated in accordance with the principles set out therein).

(g) Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step other than vexatious or frivolous and as disputed in good faith and discharged within sixty (60) days of commencement is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) of any Group Company, other than a solvent liquidation or reorganisation of any Group Company other than the Issuer;
- (ii) a composition, compromise, assignment or arrangement with creditors of the Issuer or any other Group Company generally, other than the Noteholders;
- (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a Group Company other than the Issuer), administrator or other similar officer in respect of the Issuer or any other Group Company or any of its assets; or

any step analogous to paragraphs (i)-(iii) above is taken in any jurisdiction in relation to the Issuer or any other Group Company, provided however, in any case, that the assets of the Group Company (other than the Issuer) referred to under paragraphs (i)-(iii) above, individually or in the aggregate, have a value equal to or exceeding SEK 25,000,000 (or its equivalent in any other currency) calculated in accordance with the latest Financial Report (and if not reflected in the latest Financial Report, calculated in accordance with the principles set out therein).

(h) Cross Default

Any Financial Indebtedness of a Group Company is

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

its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness referred to herein is less than SEK 25,000,000 (or its equivalent in any other currency) and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

(i) Creditors' process

Any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Issuer or any other Group Company having an aggregate value equal to or exceeding SEK 25,000,000 (or its equivalent in any other currency) and is not discharged within sixty (60) days or any Security over any asset of the Issuer or any other Group Company is enforced.

(j) Cessation of business

The Issuer or any other Group Company ceases to carry on its business except if due to (i) a solvent liquidation permitted pursuant to Clause 12.1(g) above, or (ii) a disposal, amalgamation, merger, demerger or consolidation otherwise permitted under the Finance Document and provided, in relation to a Group Company other than the Issuer, that such cessation is likely to have a Material Adverse Effect.

- 13.2 The Agent may not accelerate the Notes in accordance with Clause 13.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- 13.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice.
- 13.4 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to payments) up until the time stipulated in Clause 13.5 for as long

as, in the reasonable opinion of the Agent such postponement is in the interests of the Noteholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.

- 13.5 The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*).
- 13.6 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 13.7 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 13.8 In the event of an acceleration of the Notes in accordance with this Clause 13, the Issuer shall redeem all Notes with an amount per Note together with accrued and unpaid Interest and a premium on the due and payable amount as set forth in Clause 9.3 (*Voluntary total redemption (call option)*) for the relevant period and, shall for the period up until the date falling 24 months from the First Issue Date be the price set out in paragraph 9.3.1(b) under Clause 9.3 (*Voluntary total redemption (call option)*).

14 Allocation of Proceeds

- 14.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 13 (*Events of Default and Acceleration of the Notes*) shall be made and/or distributed in the following order of priority, in accordance with the instructions of the Agent:
 - (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the other Finance Documents (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have

not been reimbursed by the Issuer in accordance with Clause 18.2.5, and (iv) any costs and expenses incurred by the Agent that have not been reimbursed by the Issuer in accordance with Clause 15.4.11, together with default interest in accordance with Clause 8.4 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;

- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *fourthly*, 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 8.4 on delayed payments of Interest and repayments of principal under the Notes.

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

- 14.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 14.1(a), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 14.1(a).
- 14.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes constitute escrow funds (Sw. *redovisningsmedel*) and must be held on a separate bank account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 14 as soon as reasonably practicable.
- 14.4 If the Issuer or the Agent shall make any payment under this Clause 14, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least ten (10) Business Days before the payment is made. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid, the Record Date specified in Clause 7.1 shall apply.

15 Decisions by Noteholders

15.1 Request for a decision

- 15.1.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 15.1.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 15.1.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable regulations.
- 15.1.4 The Agent shall not be responsible for the content of a notice for a Noteholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 15.1.5 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 15.1.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer or the Issuing Agent shall upon request provide the convening Noteholder(s) with the information available in the Debt Register in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Noteholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.
- 15.1.6 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 15.2 (*Convening of Noteholders' Meeting*) or (ii) instigate a Written Procedure by sending communication in accordance with

Clause 15.3 (*Instigation of Written Procedure*). After a request from the Noteholders pursuant to Clause 18.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 15.2. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

- 15.1.7 Should the Issuer or any Noteholder(s) convene a Noteholders' Meeting or instigate a Written Procedure pursuant to Clause 15.1.5 or 15.1.6, then the Agent shall no later than five (5) Business Days' prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Noteholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

15.2 Convening of Noteholders' Meeting

- 15.2.1 The Agent shall convene a Noteholders' Meeting by way of notice to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 15.2.2 The notice pursuant to Clause 15.2.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) a specification of the Record Date on which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) a form of power of attorney, and (v) the agenda for the meeting. The reasons for, and contents of, each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 15.2.3 The Noteholders' 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.
- 15.2.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may

include a possibility for Noteholders to vote without attending the meeting in Person.

15.3 Instigation of Written Procedure

- 15.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 15.3.2 A communication pursuant to Clause 15.3.1 shall include (i) a specification of the Record Date on which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (ii) 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 (iii) the stipulated time period within which the Noteholder 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 15.3.1). The reasons for, and contents of, each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 15.3.3 If so elected by the Person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 15.3.1, when consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.4.2 and 15.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.4.2 or 15.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

15.4 Majority, quorum and other provisions

- 15.4.1 Only a Noteholder, or a Person who has been provided with a power of attorney or other authorisation pursuant to Clause 6 (*Right to Act on Behalf of a Noteholder*) from a Noteholder:
- (a) on the Business Day specified in the notice pursuant to Clause 15.2.2, in respect of a Noteholders' Meeting, or

- (b) on the Business Day specified in the communication pursuant to Clause 15.3.2, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Each whole Note entitles to one vote and any fraction of a Note voted for by a Person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

15.4.2 The following matters shall require the consent of Noteholders representing at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 15.3.2:

- (a) the issue of any Subsequent Notes, if the Total Nominal Amount of the Notes exceeds, or if such issue would cause the Total Nominal Amount of the Notes to at any time exceed, SEK 1,000,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Notes are issued);
- (b) a change to the terms of any of Clause 2.1, and Clauses 2.6 to 2.8;
- (c) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 9 (~~Redemption~~ ~~and~~ Repurchase and Amortisation of the Notes) (excluding, for the avoidance of doubt, any changes to Clause 9.6 (Amortisation));
- (d) a change to the Interest Rate (other than as a result of an application of Clause 17 (*Replacement of Base Rate*)) or the Nominal Amount;
- (e) a change to the terms for the distribution of proceeds set out in Clause 14 (*Allocation of Proceeds*);
- (f) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15.4 (*Majority, quorum and other provisions*);
- (g) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (h) a mandatory exchange of the Notes for other securities; and

- (i) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 13 (*Events of Default and Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.
- 15.4.3 Any matter not covered by Clause 15.4.2 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 15.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 16.1(a) or (c)), an acceleration of the Notes.
- 15.4.4 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
 - (a) if at a Noteholders' Meeting, attend the meeting in Person or by other means prescribed by the Agent pursuant to Clause 15.2.4 (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 15.4.5 If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.
- 15.4.6 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 15.2.1) or initiate a second Written Procedure (in accordance with Clause 15.3.1), as the case may be, provided that the Person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 15.4.6, the date of request of the second Noteholders' Meeting pursuant to Clause 15.2.1 or second Written Procedure pursuant to Clause 15.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 15.4.4 shall not apply to such second Noteholders' Meeting or Written Procedure other than in relation to an acceleration of the Notes pursuant to Clause 13 (*Events of Default and Acceleration of the Notes*).

- 15.4.7 A Noteholder holding more than one Note 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.
- 15.4.8 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 15.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Notes (irrespective of whether such Person is a Noteholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' 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.
- 15.4.10 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Noteholders.
- 15.4.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 15.4.12 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) Affiliates as per the Record Date for voting, irrespective of whether such Person is a Noteholder. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate.
- 15.4.13 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

16 Amendments and Waivers

16.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Notes, provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Noteholders as a group;
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by any applicable regulation, a court ruling or a decision by a relevant authority;
- (d) has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Noteholders; or
- (e) is made pursuant to Clause 17 (*Replacement of Base Rate*).

16.2 Any amendments to the Finance Documents shall be made available in the manner stipulated in Clause 10.3 (*Publication and availability of Finance Documents*) The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority. The Issuer shall promptly publish by way of press release any amendment or waiver made pursuant to Clause 16.1(a) or (c), in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

16.3 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

17 Replacement of Base Rate

17.1 General

17.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Noteholders in accordance with the provisions of this Clause 17 shall at all times be made by such Independent Adviser, the Issuer or the Noteholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

- 17.1.2 If a Base Rate Event has occurred, this Clause 17 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of STIBOR.

17.2 Definitions

In this Clause 17:

“**Adjustment Spread**” means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof determined in accordance with Clause 17.3.3, to be applied to a Successor Base Rate or an Alternative Base Rate, the objective of which, in each case, shall be to reduce or eliminate, to the fullest extent reasonably practicable, any transfer of economic value from one party to another as a result of a replacement of the Base Rate.

“**Alternative Base Rate**” means the reference rate that has replaced the Base Rate in customary market usage in the relevant debt capital markets for the purposes of determining rates of interest in respect of Notes denominated in Swedish kronor or, if there is no such rate, such other rate as the Independent Adviser determines is most comparable to the Base Rate.

“**Base Rate Amendments**” has the meaning set forth in Clause 17.3.5.

“**Base Rate Event**” means that:

- (a) the Base Rate has (i) been permanently or indefinitely discontinued, (ii) ceased to exist or (iii) ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate ceasing to be calculated or administered
- (b) the Base Rate Administrator ceases to publish the applicable Base Rate permanently or indefinitely and, at that time, no successor administrator has been appointed to continue to publish the Base Rate;
- (c) the supervisor of the Base Rate Administrator (i) has made a public statement stating that the Base Rate is no longer representative of the underlying market or (ii) is recommending the usage of a Successor Base Rate for the applicable Base Rate;
- (d) the Base Rate Administrator or its supervisor announces that (i) the Base Rate methodology has changed materially after the First Issue Date or (ii) the Base Rate may no longer be used, either generally or in respect of the Notes; or

- (e) it has become unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate.

“Base Rate Event Announcement” means a public statement by the Base Rate Administrator or the supervisor of the Base Rate Administrator that any event or circumstance specified in paragraphs (a) to (e) of the definition of Base Rate Event will occur.

“Independent Adviser” means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

“Relevant Nominating Body” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee of any of them or the Financial Stability Council (*Finansiella stabilitetsrådet*) or any part thereof.

“Successor Base Rate” means a screen or benchmark rate which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body.

17.3 Determination of Base Rate, Adjustment Spread and Base Rate Amendments

- 17.3.1 Without prejudice to Clause 17.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate or an Alternative Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Adviser to determine a Successor Base Rate or, if there is no Successor Base Rate, an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 17.3.2.
- 17.3.2 If (i) a Base Rate Event has occurred or (ii) a Base Rate Event Announcement has been made and the announced Base Rate Event will occur within six (6) months, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer’s expense, appoint an Independent Adviser to determine, as soon as commercially reasonable, a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating the applicable Base Rate.
- 17.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 17.3.2, the Noteholders shall, if so decided at a Noteholders’ Meeting or

by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 17.3.2.

- 17.3.4 The Adjustment Spread determined by the Independent Adviser in accordance with Clause 17.3.1 or 17.3.2, shall be the Adjustment Spread which:
- (a) is formally recommended in relation to the replacement of the Base Rate by any Relevant Nominating Body; or
 - (b) if paragraph (a) above does not apply, the Independent Adviser determines is customarily applied to the relevant Successor Base Rate or Alternative Base Rate (as applicable), in comparable debt capital markets transactions.
- 17.3.5 The Independent Adviser shall also determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or an Alternative Base Rate or to reflect the adoption of such Successor Base Rate or Alternative Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").
- 17.3.6 Provided that a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the applicable Adjustment Spread and any Base Rate Amendments have been determined no later than ten (10) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period.

17.4 Interim measures

- 17.4.1 If a Base Rate Event has occurred but no Successor Base Rate or Alternative Base Rate and Adjustment Spread have been determined at least ten (10) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period, the Interest Rate applicable to the next succeeding Interest Period shall be:
- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
 - (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- 17.4.2 For the avoidance of doubt, Clause 17.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 17.

17.5 Notices etc.

The Issuer shall promptly following the determination by the Independent Adviser of any Successor Base Rate, Alternative Base Rate, Adjustment Spread and any Base Rate Amendments give notice thereof to the Agent, the Issuing Agent and the Noteholders in accordance with Clause 23 (Communications and press releases) and the CSD.

17.6 Variation upon replacement of Base Rate

- 17.6.1 No later than giving the Agent notice pursuant to Clause 17.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer confirming the relevant Successor Base Rate or Alternative Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined in accordance with the provisions of this Clause 17. The Successor Base Rate or Alternative Base Rate, the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any determination, be binding on the Issuer, the Agent, the Issuing Agent and the Noteholders.
- 17.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 17.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Noteholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 17.
- 17.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 17. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

17.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 17.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

18 The Agent

18.1 Appointment of the Agent

- 18.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.
- 18.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.
- 18.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 18.1.4 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 18.1.5 The Agent may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

18.2 Duties of the Agent

- 18.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents.
- 18.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent is never acting as an

advisor to the Noteholders or the Issuer. Any advice or opinion from the Agent does not bind the Noteholders or the Issuer.

- 18.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 18.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 18.2.5 The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Noteholders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.
- 18.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering (A) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (B) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents, and (iii) in connection with any Noteholders' Meeting or Written Procedure, or (iv) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 14 (*Allocation of Proceeds*).
- 18.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 18.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor (i) whether any Event of Default has occurred, (ii) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents, (iii) the financial condition of the Issuer and the Group, or (iv) whether any other event specified in any Finance Document has occurred or is expected to occur. Should the Agent not receive such

information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

- 18.2.9 The Agent shall (i) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in these Terms and Conditions and as otherwise agreed between the Issuer and the Agent, and (ii) verify that the Issuer according to its reporting in the Compliance Certificate meets the Maintenance Test, and (iii) if provided in connection with a Restricted Payment (which requires that the Incurrence Test is met), that the Incurrence Test is met as per the relevant test date, including calculations and figures in respect of the Incurrence Test, calculated *pro forma* including the Restricted Payment. The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 18.2.9.
- 18.2.10 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 18.2.10. Other than as set out above, the Agent shall neither be liable to the Issuer or the Noteholders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.
- 18.2.11 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.
- 18.2.12 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 18.2.13 The Agent shall give a notice to the Noteholders (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 Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 18.2.12.

18.3 Liability for the Agent

- 18.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 18.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 18.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 18.3.4 The Agent shall have no liability to the Issuer or the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with the Finance Documents.
- 18.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

18.4 Replacement of the Agent

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

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

19 The Issuing Agent

- 19.1 The Issuer shall when necessary appoint an Issuing 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 Notes. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.
- 19.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Notes.
- 19.3 The Issuing Agent will not be liable to the Noteholders 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 gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

20 The CSD

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

21 No Direct Actions by Noteholders

- 21.1 A Noteholder may not take any steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy in any jurisdiction of any Group Company in relation to any of the obligations and liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Agent.

- 21.2 Clause 21.1 shall not apply if the Agent has been instructed by the Noteholders 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 Noteholder to provide documents in accordance with Clause 18.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 18.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 18.2.13 before a Noteholder may take any action referred to in Clause 21.1.
- 21.3 The provisions of Clause 21.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 9.5 (*Mandatory repurchase due to a Change of Control Event, a Listing Failure Event or a De-Listing Event (put option)*) payments which are due by the Issuer to some but not all Noteholders.

22 Prescription

- 22.1 The right to receive repayment of the principal of the Notes 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 Noteholders' right to receive payment has been prescribed and has become void.
- 22.2 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 Notes, 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.

23 Communications and Press Releases

23.1 Communications

- 23.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time, and if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, or, to such address as notified by the Issuer to the Agent from time to time, and if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses registered with the CSD on a date selected by the sending Person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

23.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or, if between the Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 23.1.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 23.1.1, or, in case of email, when received in readable form by the email recipient.

23.1.3 Any notice or other communication pursuant to the Finance Documents shall be in English. However, financial reports published pursuant to Clause 10.1.1 (a) and (b) may be in Swedish.

23.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

23.2 Press releases

23.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 9.3 (*Voluntary total redemption (call option)*) 9.4 (*Early redemption due to illegality (call option)*), 10.1.3, 13.3, 15.2.1, 15.3.1, 15.4.13, 16.2 and 17.5 (*Notices etc.*) shall also be published by way of press release by the Issuer.

- 23.2.2 In addition to Clause 23.2.1, if any information relating to the Notes or the Issuer contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release (to the extent it is able to do so).

24 Force Majeure

- 24.1.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 24.1.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 24.1.3 The provisions in this Clause 24 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

25 Governing Law and Jurisdiction

- 25.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 25.2 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (Sw. *Stockholms tingsrätt*).

SIGNATURE PAGE

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

Place:

Date:

**STUDENTBOSTÄDER I SVERIGE
AB (PUBL)**
as Issuer

Name:

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 Agent

Name:

Name:

~~[Signature page to Terms and Conditions for Studentbostäder i Sverige AB (publ)]~~

[Executed by way of an amendment and restatement agreement dated [●] 2023]

Schedule 1

Form of Compliance Certificate

COMPLIANCE CERTIFICATE

To: Intertrust (Sweden) AB as Agent
From: Studentbostäder i Sverige AB (publ)
Dated: [●]

Dear Sirs,

Studentbostäder i Sverige AB (publ) – Terms and conditions for Studentbostäder i Sverige AB (publ) with respect to the up to SEK 1,000,000,000 senior unsecured floating rate and PIK interest sustainability notes (the “Terms and Conditions”)

- (1) We refer to the Terms and Conditions. This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
- (2) [We confirm that:¹
- (a) The Interest Coverage Ratio on the Reference Date [date], was [●]; and
 - (b) The Equity Ratio on the Reference Date [date], was [●].
- (3) We set out below calculations establishing the figures in paragraph (2):
- [●],
- [As such, we confirm that the Maintenance Test is met.]]
- (4) [We confirm that:
- (a) the Equity Ratio, calculated *pro forma* including the [issue of [Subsequent Notes] / [Market Loans]] / [making of the Restricted Payment consisting of [specify Restricted Payment for the relevant situation]] is equal to or higher than [25.00] per cent;
 - (b) the Interest Coverage Ratio, calculated *pro forma* including the [issue of [Subsequent Notes] / [Market Loans]] / [making of the Restricted Payment consisting of [specify Restricted Payment for the relevant situation]] is equal to or higher than [1.75:1].]²

¹ To be included for Maintenance Test.

² To be included for Incurrence Test.

- (5) We set out below calculations establishing the figures in paragraph (4) (including any adjustments made for any events affecting the Equity Ratio and the Interest Coverage Ratio after the last day of the period covered by the most recent Financial Report):

[•].

[As such, we confirm that the Incurrence Test is met.]]

- (6) We confirm that no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) [or from the issue of the [Initial/Subsequent Notes] / [Market Loans] [or from the making of the Restricted Payment consisting of [*specify Restricted Payment for the relevant situation*].³ [*If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.*]

- (7) [Attached hereto you will find copies of any notices sent to the Regulated Market.]

STUDENTBOSTÄDER I SVERIGE AB (PUBL)

as Issuer

Name:

Name:

³ Only to be included if this compliance certificate is provided in connection with the Incurrence Test.

RISK FACTORS

Schedule 4

For the Written Procedure in Studentbostäder i Norden AB (publ) (the “**Issuer**”) SEK 1,000,000,000 Senior Unsecured Floating Rate Sustainability Notes with ISIN SE0015960802 (the “**Written Procedure**”). Capitalised terms used and not otherwise defined herein shall have the meanings given to them in the notice of Written Procedure (the “**Notice**”).

In this section, the risk factors which the Issuer considers to be material risks relating to the Issuer and the Issuer’s subsidiaries (together the “**Group**”) are illustrated. The description of the risk factors below is based on information available and estimates made on the date of the Notice.

The risk factors are presented in categories where the most material risk factors in a category are presented first under that category. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence. Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

1 RISK FACTORS SPECIFIC AND MATERIAL TO THE ISSUER

1.1 Risks related to the Company’s business and market

1.1.1 The Group's operating results and profitability are subject to risks associated with the general economic conditions and demographic trends in the Group's markets

The Group is affected by macroeconomic factors, such as global and regional economic development, employment rates, production rates for new properties and premises, particularly in university and college cities, changes in infrastructure, population growth, inflation and interest rate levels in Sweden, Norway and Denmark. In addition, the Company is exposed to the risk of colleges and/or universities closing down in locations where the Group owns properties. All of these factors have a significant impact on supply and demand in the real estate market and consequently affect the occupancy rate, rent levels and market value of the Group's properties. If the economic situation deteriorates or if fewer people apply to universities or colleges or if more people study remotely and thus do not demand student housing (as occurred during the COVID-19 pandemic), the value of and rental income from the Group's property portfolio may decrease. The majority of the Group's property portfolio is located in Sweden and the Group operates in several different locations around Sweden.

In 2022, inflation increased and central banks raised policy interest rates. Increased policy interest rates may lead to lower property valuations and reduce demand for property. Increased policy interest rates may also reduce economic development and reduce the

employment rate, which in turn may make it more difficult for the Group to increase rent levels in line with the current level of inflation (see further "– Lower rental income and economic occupancy rate, as well as increased tenant turnover, may have an adverse effect on the Group's results"). Furthermore, declining economic development and employment rates are generally a material basis for supply and demand in the rental market and thus may affect vacancy rates and rent levels, which could have a material adverse effect on the Group's operating results and profitability.

In addition to operating in various Swedish regions, the Group also operates in various Norwegian and Danish regions. Regional variations both between and within these countries can lead to significant differences in the regional property and rental markets in terms of economic conditions, supply and demand levels and returns on property investments. Consequently, economic downturns or fluctuations may have different effects in the Group's different market areas. Lower or varying growth in the local markets in which the Group operates may affect occupancy rates and rent levels, which may adversely affect the Group's rental income as well as its overall business, financial condition and results of operations. If demand for the Group's properties declines in one or all of the Group's markets, this could have a material adverse effect on the Group's operating results and profitability.

Furthermore, on 24 February 2022, Russian military forces launched an invasion of Ukraine, resulting in an ongoing war, and it is likely that there will be continued conflict and disruption in the region. While the duration, impact and outcome of Russia's ongoing invasion of Ukraine is highly unpredictable, the invasion has led to a significant change in the geopolitical environment and the invasion may lead to a further significant change in the geopolitical environment, thereby having a negative impact on the general economic situation. There is also a risk that the war in Ukraine expands to involve more countries and/or associations of countries such as NATO, and that other countries start wars or that the security situation in general deteriorates, for example with regard to the relationship between China and Taiwan. In the event that any of the above risks materialise, it could have a material adverse effect on the general economic situation.

1.1.2 The Group's financial position and operating results are subject to risks associated with developments in the global financial markets

Nordic markets are affected by developments in global financial markets. In 2022, inflation increased and central banks raised policy interest rates. Higher interest rates may lead to lower property valuations and reduce demand for properties (see further section "– The Group's operating results and profitability are subject to risks associated with the general economic conditions and demographic trends in the Group's markets"). There is also a risk that higher inflation and/or higher interest rates could cause disruptions in the global financial market and/or have a negative impact on the credit ratings of participants. Concerns about credit risk, including sovereign credit risk, have increased globally, particularly in the context of significant sovereign debt and/or budget deficits in several European countries and the United States, concerns related to the United States-China trade relations and rising inflation. This has created concerns about the financial stability of financial institutions and other companies in these countries, companies with direct or indirect exposure to these countries, and/or companies whose banks, customers, service

providers, financiers and/or suppliers have direct or indirect exposure to these countries. Defaults or a significant downgrading of the credit ratings of one or more sovereigns or global financial institutions could cause severe pressure on the financial system generally and adversely affect the Group's markets and the business and economic conditions and prospects of the Group's counterparties or customers, directly or indirectly, in ways that are difficult to predict. The Group largely finances its operations through borrowing and, as of 31 December 2022, had a loan-to-value ratio of 65.8 per cent and 71.6 per cent as of 30 June 2023.

Adverse trends in the global financial markets could limit the Company's access to the capital required to finance its operations and have a material adverse effect on the Group's financial condition and operation results.

1.1.3 Lower rental income and economic occupancy rate, as well as increased tenant turnover, may have a adverse effect on the Group's results

The Group's profitability depends on its ability to maintain and increase its rental income. For example, the current level of inflation means that the Group cannot necessarily increase its rent levels in line with inflation in negotiations with the Tenants' Association (Sw. Hyresgästföreningen). In addition to the rent level, it is mainly the occupancy rate and tenant turnover that constitute a risk for the Group's operations and, by extension, the rental income that the Group can generate. All mentioned factors are dependent on, inter alia, macroeconomic conditions, demographic trends and the production rate of new residential properties, which could increase the supply of rent-regulated residential properties in relation to demand. If the conditions, location and other characteristics of the Group's property portfolio do not match demand or if the Group is unable to increase its rental income as a result of prevailing macroeconomic conditions, this may adversely affect the Group's ability to maintain and increase rent levels and total rental income, which in turn may have a material adverse effect on the Company's business, financial condition and results.

The economic occupancy rate of the Group's property portfolio has a significant impact on the Group's rental income and consequently also on the Group's profitability. The Company's economic occupancy rate was 99 per cent as of 31 December 2022 and 91.2 per cent as of 30 June 2023, which is explained by a higher vacancy rate during the summer months. The Company primarily rents out student housing to individual students and in exceptional cases in the form of block leases. There are no guarantees that the Company's tenants who rent via block leases will renew or extend their leases when they have expired, which in the long term may lead to reduced rental income, increased vacancies and thus a reduced economic occupancy rate. If the Group's economic occupancy rate decreases, the Group's total revenue would decrease. Tenant turnover may also result in additional costs for the Group due to, inter alia, the cost of administering and signing new leases and the cost of minor repairs and maintenance normally required when a tenant moves out of a property.

1.1.4 The Group is subject to risks related to future capital needs

The board of directors assesses that the existing working capital is not sufficient for the Company's current needs during the coming period August 2023 – August 2024. The Company estimates that the working capital requirement for the period August 2023 – August 2024 amounts to approximately SEK 996 million. In this sense, the working capital requirement refers to cash and cash equivalents required for the Company to be able to fulfil its payment obligations as they fall due for payment. The working capital requirement is based on existing cash and the Company's cash flow forecast for the period August 2023 – August 2024, which includes investments in projects and existing investment properties. The Company has debt maturities of SEK 830 million over the period August 2023 – August 2024.

In order to be able to comply with its payment obligations under its outstanding up to SEK 600,000,000 senior unsecured floating rate notes with ISIN SE0015960802 (the “Notes”) the Company has requested certain amendments to the terms & conditions of the Notes including, inter alia, an extension of the final maturity date, new undertakings to partly amortise the Notes and amendments to the interest rate and maintenance test.

Provided that the amendments to the terms & conditions of the Notes initiated by the Company by way of a written procedure are approved by a requisite majority of noteholders (the “Written Procedure”), the Company will have debt maturities of SEK 266 million over the period August 2023 – August 2024. Without taking into account the amendments of the terms & conditions under the Written Procedure, and the proceeds from the rights issue upon which it is conditional, the working capital is estimated to be sufficient until October 2023. The working capital requirement of SEK 996 is intended to be financed through the Written Procedure which postpones debt maturities of SEK 564 million, a rights issue (which the written procedure is conditional upon) and refinancing of bank loans. It is the Company's assessment that the maturity structure of the Company's bank loans is normal for a company in the industry in which the Company operates and that it is normal for refinancing of bank loans to take place on an ongoing basis.

The calculations of future cash flows and capital requirements are based on assumptions about future rental income and costs. Deviations from these assumptions with respect to, for example, increased vacancies, high unforeseen expenses such as penalties or tax surcharges that are not known as of today could mean that the Company needs to seek additional financing in the form of, for example, equity, grants, loans or a combination thereof. There is also a risk that such financing cannot be obtained at all or on terms acceptable to the Company.

In the event that the Written Procedure, or the rights issue upon which the Written Procedure is conditional, is not carried out or is not fully subscribed for, for example, as a result of parties who have signed voting undertakings not fulfilling their respective commitments, the Company may need to stop or postpone the completion of planned and ongoing new construction projects and, as stated above, seek alternative financing opportunities in the form of, for example, a directed new issue or long-term loan financing from existing or new investors. If such a change proves to be necessary, there

is a risk of a negative impact on the Company's future cash flows, which could lead to further need for financing of the Company. Furthermore, market conditions, the general availability of credit, the Company's credit rating and uncertainty and/or disruption in the capital and credit markets may affect the possibility and availability of financing.

1.1.5 The Group's property valuation is based on factors that may be subject to change

The Company is exposed to changes in the market value of its property portfolio. The Company reports its property holdings at fair value in accordance with IFRS 13 level 3, which means that the book value of the Group's properties corresponds to the estimated market value of the properties. All of the Company's properties are valued quarterly by external valuers with the exception of those acquired and occupied during the last quarter, which are valued at the agreed property value at the time of the transaction. There is a risk that the valuation of some of the properties may be incorrect or that the value decreases over time. The value of the properties is affected by, and any assessment is made in light of, a number of factors such as market supply, vacancy rate, rent level and operating costs, residual value, required rate of return, general economic trends, interest rates and inflation. As a result of the prevailing macroeconomic conditions, including high inflation and the fact that central banks have raised policy interest rates, required rate of return have increased and there is a risk that they will continue to increase, which, inter alia, has resulted and may continue to result in a decrease of the market value of the Company's properties. As of 31 December 2022, the property value amounted to approximately SEK 7,530 million. The uncertainty interval stated in the valuation is normally within the range of +/- 5-10 per cent and should be seen as a measure of the uncertainty that exists in the assumptions and calculations made. In a less liquid market, however, the range may be greater. For the Company, an uncertainty interval of +/- 5 per cent means a value interval of +/- SEK 376 million, corresponding to SEK 7,154 – 7,907 million. Furthermore, during the period 1 January 2023 to 30 June 2023, changes in value regarding the Group's properties amounted to approximately SEK -326 million, compared to approximately SEK 134 million during the corresponding period in 2022. Furthermore, the Group's financing costs have increased due to the increasing market interest rates. The Company's interest expenses for the period 1 January 2023 to 30 June 2023 amounted to approximately SEK 86 million, corresponding to an increase of approximately 156 per cent compared to the corresponding period in 2022.

There is no guarantee that there will be a liquid market for the Company's properties in the future. Furthermore, there is a risk that changes in any of the above-mentioned factors may have a negative effect on property values and thus lead to major negative revaluations of the Company's properties, which may adversely affect the Group's loan-to-value ratio, covenants specified in the Group's financing agreements or bond covenants and earnings as well as credit ratings. If one or more of the above risks were to materialise, there is a risk that it would have a material adverse effect on the Company's operations, results and financial position.

1.1.6 The Group is subject to risks related to its property development projects

The Group's operations include, to some extent, property development projects in the form of new construction. It is thus a prerequisite for the Company's continued development that such projects can be carried out with financial profitability. The ability to carry out property development projects with financial profitability is, inter alia, dependent on a number of factors such as the Group's ability to retain and recruit the necessary expertise in, inter alia, construction, planning and design, obtaining and retaining the necessary permits and authority decisions (including time-limited building permits) and procuring contracts for the implementation of the projects on terms acceptable to the Group. The Group's property development projects are adapted to the conditions of the land, the permits and the time and cost frames set for the project. The properties can be constructed through both traditional construction and the purchase of modules, depending on the project. There is a risk that procured contracts are delayed or cannot be completed, which in turn could lead to, inter alia, increased design costs or that the Group's customers make claims due to breach of contract.

Furthermore, the Group's property development is dependent on the continuous supply and financing of new projects on terms acceptable to the Group, including, inter alia, access to new properties for new construction, obtaining building rights, building permits and developing existing and new collaborations with partners. For example, part of the Group's financing consists of construction loans, which as of 30 June 2023 amounted to SEK 994 million. In addition, the ability to carry out property development projects with financial profitability may be affected by, inter alia, whether the projects sufficiently meet market demand, whether demand or market rents generally change, lack of planning, analysis and cost control, changes in taxes and fees, that creditors allow the final placement of any construction loans and other factors that may lead to delays or increased or unforeseen costs in the projects. For example, the Group may not be able to realise its development rights as expected due to the risks described above. If the Group does not succeed in obtaining the necessary authority permits or decisions for the property concerned, or if permits cannot be obtained within a reasonable time and without complications, there is also a risk that the value of the relevant projects will be lower than expected, which could have a negative impact on the Group's financial position.

In both new construction and property management, there are also technical risks. These include the risk of construction faults, other hidden faults or deficiencies, damage (e.g. through fire or faulty equipment) and pollution. If such technical problems were to occur, they could lead to delays in planned new construction or increased costs for new construction and management of the Group's properties.

If one or more of the above factors were to develop negatively or if any of the risks described above were to materialise, it could have a material adverse effect on the Company's reputation, business, earnings and financial condition.

1.1.7 Increased operating costs may not be fully compensated in rental agreements and unforeseen and extensive renovation needs may lead to increased maintenance costs

Operating costs consist mainly of tariff-based costs such as electricity, sanitation, water and heating. Many of these goods and services can only be purchased from one operator, which, due to a lack of competition, can have an upward effect on prices. To the extent that any price increases are not compensated by regulation in rental agreements, or rent increases through renegotiation of rental agreements, the Group's earnings or financial position may be adversely affected to a corresponding extent.

Expenses for maintenance are attributable to measures aimed at maintaining the standard of the property in the long term. The Group has a plan for implementing the maintenance measures that are deemed necessary. However, unforeseen and extensive renovation needs can have a negative impact on the Group's earnings or financial position.

Since December 2020, the Company has received investment support from the County Administrative Board (Sw. Länsstyrelsen) for the construction of new housing for students or rental housing in areas with population growth and housing shortages amounting to approximately SEK 124 million. The investment support has been granted for three properties and the Company has in connection with this undertaken to ensure lower housing costs, so-called standard rents (Sw. Normhyra). Such a standard rent may affect the Group's ability to freely adjust the rent in order to cover the expenses that, for example, an increased operating cost or a maintenance measure may generate.

1.1.8 The Group carries out property transactions on an ongoing basis, which entails uncertainty and risks

In the course of the Group's activities, property transactions are carried out. All such transactions are associated with uncertainty and risks. In the acquisition and development of properties, there is, for example, uncertainty regarding the management of tenants, unforeseen costs for environmental remediation, reconstruction and management of technical problems, decisions by authorities and the occurrence of disputes related to the acquisition or the condition of the property. Such uncertainties may lead to delays in projects or increased or unforeseen costs for the properties or transactions. The Group has ongoing new construction projects where the interest cost associated with the projects has increased and the input materials have become more expensive. One such example is the acquisition of Englandsvej in Copenhagen which was announced by the Company on 12 April 2022 and was planned to be completed in the fourth quarter of 2023 but is now intended to be completed in the first quarter of 2024.

If the Company is unable to dispose of the properties at a favourable price or if claims are made against the Company, this may result in delays to projects or increased or unforeseen costs for the properties or transactions. The Group continuously explores opportunities to acquire properties and property companies and is thus subject to the risk of unforeseen increases in transaction costs or cancelled acquisitions. In addition to the risks associated with the acquired properties themselves, some acquisitions may be very complex or difficult to integrate and thus require significant management time and

resources. Should these risks relating to future acquisitions materialise, this could have a material adverse effect on the Group's operating results.

1.1.9 The Group's success, future operations and business plan are dependent on the Group's ability to attract, motivate and retain key personnel

The ability to attract, motivate and retain qualified personnel and senior executives is important for the Group's success, future operations and business plan. In order to attract, motivate and retain certain key personnel, the Group may need to increase the remuneration of these individuals, resulting in increased costs. The Group's key personnel mainly include Rebecka Eidenert, David Svensson, Samira Mchaiter, Camilla Thunmarker, Magnus Jägre and Sebastian Schönström, who constitute the management team of the Group. If the Group is unable to attract and retain qualified personnel in the future, this could have a material adverse effect on the Group's prospects.

1.1.10 The Group operates in a competitive market and may fail to compete successfully

The Group operates in the real estate sector, which is characterised by significant competition. The Group's competitiveness depends, inter alia, on its ability to acquire interesting properties in attractive locations for student housing, to attract and retain tenants, to anticipate changes and trends in the industry and to quickly adapt to, for example, current and future market needs. The Group's main competitors include, among others Heimstaden AB, K2A Knaust & Andersson Fastigheter AB, Rikshem AB, Stena Fastigheter AB, Stiftelsen Stockholms studentbostäder, Studentbostäder i Linköping AB, Sveaviken Bostad, Riksbyggen and ByggVesta AB. Further, increased competition in the student housing market may adversely affect the Group's ability to compete successfully. In addition, the Group competes for tenants based on, inter alia, property location, rents, size, accessibility, quality, tenant satisfaction, convenience and the Group's reputation.

Competitors may have greater financial resources than the Group and better capacity to withstand market downturns, better access to potential acquisition targets, compete more effectively, be more adept at retaining skilled personnel and respond more quickly to changes in local markets. In addition, competitors may have a higher tolerance for lower required rate of return and more efficient technology platforms. Furthermore, the Group may need to incur additional investment costs to keep its properties competitive with competitors' properties. If the Group is unable to compete successfully, it could significantly affect rent levels and vacancy rates and the Group's revenues could decrease.

1.1.11 The Group is exposed to risks related to outsourcing agreements with external service providers and interruptions in its IT systems

The existing operating model is partially based on the Group using external service providers for certain financial and accounting functions in Norway and Denmark and for certain marketing and property development tasks. The external service providers contracted in Norway and Denmark, among others, are used for property management services such as rent invoicing/collection, property maintenance and marketing services.

Despite careful monitoring, there is a risk that the Group's external service providers may not be able to fulfil their obligations in a satisfactory manner, which may lead to delayed or reduced rental income, disruptions or other negative consequences that may have an unfavourable impact on the Group's results or reputation. The Group enters into contracts with these external service providers and is therefore exposed to the risk that these contracts may need to be revised in the future. If any of the Group's external service providers are unable or unwilling to fulfil their obligations to the Group, this could have a material adverse effect on the Group's business.

Furthermore, the Company's ability to effectively and securely manage its business depends on the reliability, functionality, maintenance, operation and continued development of the Company's IT systems. The risks to which the Company's IT system is exposed include, inter alia, computer viruses, sabotage, manipulation by employees, intrusions and malicious attacks, both internal and external, as well as human errors. There is also a risk that the Company's backup system does not work. Problems and disruptions in the Company's IT systems may result in the business not being able to operate as planned for a certain period of time, for example as a result of production interruptions or because access to information is made more difficult or completely restricted. The extent of the damage which may arise depends primarily on the extent and duration of the operational disruptions.

1.1.12 The Group may fail to achieve its financial and operational objectives

The Group has adopted a number of financial and operational objectives entailing, inter alia, to generate growth in profit from property management per share that over a five-year period averages at least 20 per cent per year and to manage at least 10,000 student housing units by the end of 2025. In addition, according to the Company's financial risk limits, the Company's loan-to-value ratio shall amount to a maximum of 70 per cent and the interest coverage ratio shall amount to at least 2.0 times. There is a risk that the Group fails to achieve the Group's forecasts and objectives for, or expectations of, its financial targets or risk limits. For example, the Company's loan-to-value ratio was 65.8 per cent as of 31 December 2022 and 71.6 per cent as of 30 June 2023, and the interest coverage ratio was 1.67 for the full year 2022 and to 1.30 for the first half of 2023. There is also a risk that the Group may fail to successfully implement intended strategic actions or achieve established operational objectives or may not be able to realise all or part of the benefits expected from its current plans or other future actions. There can be no assurance that the implementation of the Group's strategy and/or its financial or operational objectives, including its financial risk limitations, will be achieved under current or future market conditions. The Group's approach may also change and be adjusted from time to time. The approach used to implement the strategy and achieve the financial and operational targets in the future may therefore differ from the expected ones used and disclosed in the Prospectus.

Furthermore, the Group's ability to carry out projects in accordance with its operational objectives will depend on several factors, including its relationships with municipalities and the Group's ability to identify suitable acquisition targets and obtain the necessary financing. If the Group's relationships with various municipalities change in such a way that the Group, for example, can no longer implement its housing projects or if the

necessary financing cannot be obtained or obtained on terms acceptable to the Group, the Group risks not achieving its operational and financial objectives. If the Group is unable to achieve its objectives, this could have a material adverse effect on the Group's business and operating result.

1.2 Financial risks

1.2.1 The Group's activities are financed by borrowing, which entails certain risks

The Group's debt level is significant and as of 30 June 2023, the Group's net debt amounted to approximately SEK 5,560 million. As of 30 June 2023, the Group's interest-bearing liabilities amounted to SEK 5,583 million. The capital tie-up structure for the interest-bearing liabilities amounted to a total nominal amount of SEK 5,599 million, of which SEK 973 million (corresponding to 17 per cent) must be renewed or repaid within the next year, SEK 1,774 million (corresponding to 32 per cent) must be renewed or repaid within one to two years and SEK 1,289 million (corresponding to 24 per cent) must be renewed or repaid within two to four years. There is a risk that the Group may not be able to obtain financing on favourable terms, or at all, as borrowing in the future may need to be at significantly higher costs than today, lenders may choose not to extend the Group's loans at maturity or alternative credit facilities may not be available to the Group. In addition, the Group may borrow in the future through access to capital markets. Capital markets are affected by general market conditions and the Group is therefore exposed to the potential effects of adverse market conditions, such as fluctuations in interest rates and inflation, which may affect the Group's ability to access capital markets.

The Group's operations have historically been financed by bank loans, including property loans and bank overdrafts (construction loans) and/or notes and it is likely that the capital required to finance future acquisitions and investment costs in existing and new properties will be obtained from these, or similar, sources of finance. The Group's ability to obtain financing in the future is dependent on various factors, including its operations, prospects and market conditions and, in relation to property projects, the final placement of construction loans. In the event of unfavourable market conditions, the Group's financial results may be adversely affected, and this may reduce the Group's financing opportunities.

In addition, some of the Group's credit agreements contain financial covenants, which, particularly in unfavourable market conditions, may have adverse consequences for the Group, including limited flexibility of operations, the ability to obtain new credit, the ability to pay dividends or use proceeds for purposes other than the payment of interest and/or amortisation.

If the Group's counterparties fail to fulfil their obligations to the Group or do not provide financing on commercially acceptable terms, e.g. in the event of final placement of short-term construction loans, it could lead to the Group's ongoing and decided investments being delayed or that projects or properties need to be divested, which in turn could have a material adverse effect on the Group's financial condition and operating results.

1.2.2 A breach of financial covenants and commitments under loan agreements and bond covenants may result in the Company's creditors demanding early repayment or, in relation to outstanding notes, repurchase

The Group has, primarily through the Company's subsidiaries, around thirty facility agreements with various credit institutions totalling SEK 4,838 million as of 30 June 2023, of which SEK 3,844 million consisted of property loans and SEK 994 million of construction loans. The Group's bank loan agreements usually contain both financial and other covenants. Such covenants may include, for example, requirements relating to equity ratio, loan-to-value (LTV) and interest coverage ratio, in some instances in relation to the fair value of the borrower's properties. Other provisions contained in the Group's loan agreements include change of control clauses that are triggered if, for example, one or more persons acting jointly acquire shares, directly or indirectly, representing a percentage, specified in the agreement, of the total share capital and voting rights of the borrower, the borrower's parent company and/or the Company. As security for bank loans, the borrower may grant mortgages on certain properties of the Group or provide security over intra-group claims against subsidiaries. The borrower may also pledge shares in its subsidiaries, and in some cases the Company has guaranteed the Borrower's obligations to the lender. In the event that the borrower breaches one or more of its financial covenants or other commitments in a loan agreement, this could result in the early termination of the loan agreement by the lender, the immediate repayment of all outstanding loans and the enforcement of the mortgages by the credit institution, which could have a material adverse effect on the Group's operations, results of operations and financial condition.

Furthermore, some of the Group's facility agreements contain a change of control provision regarding so called ultimate owners, which becomes relevant if some of the Company's major shareholders no longer collectively hold at least 35 per cent of the total number of shares and votes in the Company.

The Company has furthermore issued senior unsecured and sustainable notes of SEK 600 million, of which SEK 36 million has been repurchased by the Company, within a framework amount of SEK 1,000 million, with restrictive provisions in the form of, inter alia, financial and other covenants as well as change of control clauses. The financial covenants focus on, inter alia, the Company's interest coverage ratio and solvency ratio. The other covenants include, inter alia, restrictions on dividends, which affect all companies within the Group. In addition, there are change of control clauses that become relevant if one or more persons, directly or indirectly, take control of (i) more than 50 per cent of the shares for which voting rights may be exercised, or (ii) the right to appoint or remove a majority of the board members of the Company.

If the Company fails to meet the interest coverage ratio and solvency ratios specified in the terms and conditions or any other termination event specified in the terms and conditions occurs, the noteholders would be given the right to call all, but not only some, of the notes for immediate repayment. If (i) a change of control, as defined in the terms and conditions, were to occur or (ii) the notes were to be subsequently delisted from Nasdaq Stockholm, each noteholder would be given a right to request that all, or only some, of its notes be repurchased by the Company at an amount corresponding to 101 per

cent of the nominal amount plus accrued but not yet paid interest. In the event that the Company's outstanding notes were to fall due for immediate repayment due to the occurrence of a termination event or that a significant portion of the bondholders requested the Company to repurchase their notes as a result of the above reasons, it could have a material adverse effect on the Company's business, results of operations and financial condition.

1.2.3 Fluctuations in interest rate levels may reduce the value of the Group's properties and increase the cost of financing, thereby adversely affecting the Group's business

Interest expenses for the Group's liabilities are one of the Group's largest cost items. As of 30 June 2023 and 31 December 2022, the Group's interest expenses and similar items amounted to approximately SEK 86 million and SEK 87 million. Based on the conditions in the financial year 2022, a change in the Company's average interest rate on loans by +/- 1 percentage point would have an annual effect of +/- SEK 40 million.

Before 2022, the interest rates in Sweden and the EU has had a significant impact on the real estate market and has led to higher valuations of property portfolios. Market interest rates increased significantly in 2022 and there is a risk that interest rates will increase further in the future or remain at current levels. The increasing interest rate levels, together with any further increases in interest rate levels, have had and may continue to have a negative effect on the Group's property portfolio and the Group may have to recognise losses due to market value adjustments. Such losses would result in a corresponding decrease in the value of the Group's properties on the balance sheet, in the Group's market values and increase the Group's loan-to-value ratio. Furthermore, increases in interest rates may generally lead to reduced demand for properties and have a negative effect on the ability of potential buyers to finance property acquisitions. Inflation may also affect the Group's costs. Changes in inflation and interest rate levels may also affect the market value of the Group's properties. Should any of the above risks materialise, it could have a material adverse effect on the Group's business, financial condition, operating results and prospects.

1.2.4 A downgrade of the Group's current or future credit ratings could lead to increased borrowing costs for the Group and affect its access to the capital markets

Credit ratings are a tool in the Company's efforts to improve its financing opportunities and to achieve more favourable conditions on the capital market. On 18 July 2023, the Group received a long-term credit rating of CC with Watch Negative from the credit rating agency Nordic Credit Rating (NCR) (which meant a reduction in relation to the previously obtained credit rating CCC), while the short-term credit rating N6 was confirmed. External credit rating agencies may also assign ratings on their own initiative to measure the Group's ability to repay its debts and these are based on criteria set by the agencies themselves. The Group's ratings are reviewed periodically and may be lowered or withdrawn.

Credit rating agencies base their ratings on a variety of factors, most of which are company-specific. However, some factors relate to general economic conditions beyond the Group's control. The Group cannot predict what actions the credit rating agencies will take, or what actions will need to be taken in response to those agencies' actions. Any downgrading or withdrawal of the Group's credit rating would increase the Group's cost of borrowing and affect its flexibility and competitiveness. Changes in the methodology and criteria of the credit rating agencies may result in rating downgrades that do not reflect changes in general economic developments or the Group's financial position.

1.2.5 The Group is dependent on the ability of its counterparties to meet their financial obligations

Credit risk is defined as the risk that the Group's counterparties cannot fulfil their financial obligations to the Group. The Group's existing and potential customers could end up in such a financial situation that they can no longer pay agreed rents on time or otherwise refrain from fulfilling their obligations. Credit risk in financial operations arises, inter alia, when investing surplus liquidity and when obtaining long-term and short-term credit agreements. There is a risk that the Group's counterparties cannot fulfil their obligations. Missed rental income or other income may therefore have a negative impact on the Company's earnings or financial position.

The Group's tenants consist largely of students and the Group is therefore particularly dependent on them being able to fulfil their financial obligations. Income for students generally consists largely of government grants. Should such grants for any reason decrease or cease, it could have a significant negative impact on the students' ability to fulfil their financial obligations, which in turn would have a negative impact on the Group. Furthermore, a permanent reduction in the proportion of students in society could lead to increased vacancies in the Group with reduced revenues as a result.

1.2.6 Refinancing of existing debt instruments may prove impossible or involve significantly increased costs

Refinancing risk refers to the risk that financing cannot be obtained at all, or only at greatly increased costs. As of 30 June 2023, the Group's net debt is estimated to amount to approximately SEK 5,560 million. There is a risk that the Group will not be able to refinance its existing debt instruments in the future or that this cannot be done on reasonable terms, which could have a material adverse effect on the Company's operations, financial position and results.

1.2.7 The Group is exposed to foreign exchange risk as a result of its operations in several geographical markets

The Group operates in several geographical markets and is exposed to currency conversion risk as a result of its investments and acquisitions in Norway, Denmark or other countries in which the Group conducts future transactions. The Group's reporting currency is SEK and all balance sheet items for foreign properties and all income and expenses generated from them are translated into SEK. The Group's main currency risk

currently arises from interest costs, rental income, maintenance costs and property valuations in NOK and DDK as 26 per cent of the Group's property portfolio as of 30 June 2023 was located in Norway and Denmark. The Group continuously monitors and evaluates the development of foreign exchange rates and tries to manage its exposure to currency fluctuations naturally by matching the exposure of its assets in foreign currencies. This is done by borrowing in local currency where possible. There is no assurance that the Group can protect its operating results from currency fluctuations or that the Group will be able to manage such risks satisfactorily. Consequently, unfavourable exchange rate fluctuations, particularly in the NOK/SEK and DKK/SEK rates, could have a material adverse effect on the Group's operating results and financial position.

1.3 Legal and tax risks

1.3.1 The Group may fail to comply with applicable legislation and may be subject to legal and administrative proceedings

The Group operates in different geographical markets and must comply with the requirements of a number of codes, laws and regulations, including zoning regulations, building standards, safety regulations, etc. For example, the Group's operations are regulated by, inter alia, the Environmental Code (Sw. miljöbalken (1998:808)) and the Planning and Building Act (Sw. plan- och bygglagen (2010:900)). Failure to comply with the Environmental Code can lead to environmental penalties, amounting to a minimum of SEK 1 thousand and a maximum of SEK 1 million, while a violation of the Planning and Building Act can lead to a building ban for the Group's properties, the imposition of fees or the removal of any additions made in the context of a renovation carried out without the necessary permits. New laws and regulations, or a change in the application of existing laws and regulations that the Group must take into account in its operations, or that affect tenants' practices, may have an adverse effect on the Group's business, financial condition, operating results and prospects. There is also a risk that the Group's interpretation of applicable laws and regulations is not correct, or that the accepted interpretation of these laws changes in the future, which could result in the Group incurring increased costs or risking significant fines or penalties. The Group also risks being involved in legal or administrative proceedings, which may involve substantial claims for damages or other demands for payments, including claims from customers or competitors for breaches of competition law. As of the date of the Prospectus, an active case is pending with the Swedish Tax Agency (Sw. Skatteverket) which the Company considers to be material to the Group as a whole. In November 2021, the Company received a decision from the Swedish Tax Agency regarding the reassessment of recognised value added tax attributable to construction work carried out during the period 2016-2020, during the time when the Company's operations were conducted under the company name Prime Living. According to the reassessment decision, the claim on the Company for additional tax and tax surcharges amounts to a total of approximately SEK 50 million. In 2022, the decision was appealed by the Company and it is the Company's assessment that it is likely that the appealed decision will be set aside and that the requirement to pay the value added tax and the tax surcharge will thus be cancelled.

There are inherent difficulties in predicting the outcome of legal, regulatory and other adverse outcomes or claims and if the outcome of ongoing and any future legal and administrative proceedings is unfavourable to the Group, this could have a material adverse effect on the Group's financial condition and operating results. The Group may become involved in additional disputes or claims. Such disputes may involve, inter alia, contractual issues, warranty claims, construction-related issues, alleged defects in deliveries of modules, environmental issues and intellectual property rights. The conduct of legal proceedings may, inter alia, entail costs in connection with settlements and awards of damages and other obligations that may be imposed on the Company. A dispute that is lost or otherwise delayed could result in significant costs for the Group and disrupt normal operations. The consequences of these risks are that it could have a material adverse effect on the Group's operations, results or financial position.

1.3.2 The Group's activities entail environmental risks

Property management and property development have an environmental impact. The Group has adopted an environmental policy and works actively with environmental issues. According to the Environmental Code, anyone who has conducted an activity that has contributed to pollution is also responsible for remediation. If the operator is unable to carry out or pay for the remediation of a contaminated property, the acquirer of the property, and who at the time of acquisition knew or should have discovered the contamination, is responsible. This means that, under certain conditions, claims can be made against the Group for soil decontamination or remediation regarding the presence or suspicion of contamination in soil, water areas or groundwater in order to bring the property into the condition required by the Environmental Code.

Furthermore, contamination requiring action can be detected on properties and in buildings, in particular during renovation processes or when buildings are upgraded for environmental certification. The discovery of a contamination or residual contamination in the context of the letting or sale of a property may trigger claims for rent reductions, damage or lease terminations. Actions to remove or remediate such contamination may be required as part of the Group's ongoing operations and, depending on the extent of the contamination, may incur significant costs and have a material adverse effect on the Group's operating results.

1.3.3 The Group's insurance cover may prove to be insufficient to protect the Group against liabilities that could arise in the course of its business

The Group has taken out insurance policies customary in the industry, such as property insurance. Certain types of losses are generally not covered by insurance because such losses are not considered insurable. This may include, for example, damage caused by war or terrorism, as well as professional or personal liability where there has been negligence, wilful misconduct or criminal behaviour. Furthermore, there may be losses that are expressly excluded or otherwise not covered by the Group's existing insurance policies.

Most of the Group's insurance policies are limited (insured amounts) to certain maximum amounts per claim or series of claims or in respect of the total amount during a given policy period. In addition, reimbursement is generally dependent on the insured having paid the excess or deductible and that the maximum amount under the policy has not already been paid. If a loss is not covered by insurance, exceeds limits or results in consequential losses, it may have a material adverse effect on the Group as full compensation is not received.

1.3.4 The Group's tax situation may deteriorate as a result of changes in tax legislation

The Company operates, through a number of subsidiaries, in Sweden, Norway and Denmark. For the tax year 2022, the Group's tax expense amounted to approximately SEK 0.8 million. In addition, the Group's deferred tax amounted to approximately SEK 50 million. The management of tax law issues within the Group is based on interpretations of applicable, relevant, tax legislation, tax treaties and other tax regulations as well as statements from relevant tax authorities. Furthermore, the Group regularly obtains advice from independent tax experts on these issues. The Group and its subsidiaries are from time to time subject to tax audits and reviews. There is a risk that tax audits or examinations result in additional taxes being imposed, for example with regard to previously completed acquisitions, mergers, divisions and reorganisations of companies, share transactions with employees, deductions for interest expenses and deductions for improvement expenses on another's property.

If the Group's interpretation of tax legislation, tax treaties and other tax regulations or their applicability is incorrect, if one or more authorities successfully make negative tax adjustments in respect of a business unit within the Group, or if applicable laws, treaties, regulations or interpretations thereof or the administrative practice in relation thereto change, including retroactive changes, the Group's past and present management of tax matters may be called into question. If tax authorities successfully assert such claims, this could result in an increased tax expense, including tax surcharges and interest, and have a material adverse effect on the Group's operating results.

1.3.5 The Group's compliance with the EU General Data Protection Regulation may be inadequate, which may adversely affect the Group's business and financial condition

The Group processes a variety of personal data, mainly consisting of data on current tenants and employees, in both electronic and physical form. The Group also processes personal data about employees' relatives, applicants for apartments or employment and investors. The personal data is mainly processed for the purpose of concluding and executing rental contracts or employment agreements. The General Data Protection Regulation 2016/679/EU (the "GDPR") of the European Parliament and of the Council (the "EU") entered into force on 24 May 2016 and has been applied since 25 May 2018. The main purpose of the GDPR is to harmonise EU legislation on personal data processing and to facilitate the free flow of data in the EU and to ensure a high level of protection of personal data throughout the EU. The GDPR contains requirements

regarding the processing of personal data. If the Group's systems processing this data are hacked, if the Group is deficient in its processing of personal data or if the Group fails to comply with the GDPR, the Group may be subject to significant fines, which could have a material adverse effect on the Group's business and financial condition. The Swedish Data Protection Authority (Sw. Datatillsynsmyndigheten) may decide that a company that violates the rules of the GDPR should pay an administrative fine. The fine can be up to a maximum of EUR 20 million or four per cent of the company's global annual turnover, whichever is higher. For slightly less serious offences, the maximum amount is EUR 10 million or 2 per cent of the global annual turnover.

2 RISK FACTORS SPECIFIC AND MATERIAL TO THE REQUEST

2.1 Interest rate structure of the Notes

The proposed amendments to the Terms and Conditions of the Notes entail that the current interest structure is replaced so that the Notes shall, from and including 15 November 2023, be a fixed PIK interest of 10 per cent per annum (which shall be capitalized annually on 15 November each year). As such, Noteholders will only receive a limited part of the total interest in cash and the residual PIK interest will only be payable in connection with a redemption. Further, following an approval of the proposed amendments to the Terms and Conditions of the Notes, the Notes will carry a fixed interest rate rather than a floating rate referencing an underlying index. As such, if market interest rates rise then the income payable on the Notes might become less attractive which would adversely affect the value of the Notes.