

TERMS AND CONDITIONS OF THE BONDS
STOCKMANN 0.1 PER CENT SENIOR SECURED BONDS

ISIN FI4000507330

1. Definitions and Construction

1.1 Definitions

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

“**Accounting Principles**” means generally accepted accounting principles in Finland, including International Financial Reporting Standard (IFRS).

“**Act on Bondholders’ Agent**” means the Finnish Act on Bondholders’ Agent (Fin: *Laki joukkolainanhaltijoiden edustajasta, 574/2017*, as amended).

“**Adjusted Nominal Amount**” means the aggregate Outstanding Nominal Amount of all Bonds less the Nominal Amount of all Bonds owned by a Group Company, irrespective of whether such person is directly registered as owner of such Bonds.

“**Affiliate**” means any Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and Intertrust (Finland) Oy, or any replacement agency agreement entered into after the First Issue Date between the Issuer and a replacing Bonds Agent.

“**Amendment Event**” has the meaning set forth in Clause 12.6 (*Events of Default applicable upon successful completion of the Restructuring Programme*).

“**Bankruptcy Act**” means the Finnish Bankruptcy Act (Fin: *Konkurssilaki, 120/2004*, as amended).

“**Bondholder**” means a person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 4 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Bond.

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 16 (*Bondholders’ Meeting*).

“**Bonds**” means debt instruments of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *Velkakirjalaki, 622/1947*, as amended) (Fin: *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions, including the Initial Bonds and any Subsequent Bonds.

“**Book-Entry Securities System**” means the Infinity system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

“**Book-Entry System Act**” means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta, 348/2017*, as amended).

“Bonds Agent” means Intertrust (Finland) Oy (business identity code: 2343108-1), acting for and on behalf of the Bondholders in accordance with these Terms and Conditions, or another party replacing it as Bonds Agent in accordance with these Terms and Conditions.

“Bridge Loan” means a facility in the maximum amount of EUR 30,000,000 and for the maximum duration of three (3) months to be entered into in connection with any issue of Subsequent Bonds (for the purposes of establishing the Permitted Working Capital Financing) or an Equity Issue and which facility is subject to the approval by the Bondholders and quorum requirements as set forth in Clause 15(f) and (g)).

“Bridge Loan Creditors” means the creditors under the Bridge Loan.

“Bridge Loan Documents” means each document or instrument entered into between the Issuer and a Bridge Loan Creditor setting out the terms of any credit facility or other financing arrangement which creates or evidences the Bridge Loan or any other liabilities owed by the Issuer to a Bridge Loan Creditor in connection with the Bridge Loan.

“Business Day” means a day on which the deposit banks are generally open for business in Helsinki and which is a TARGET Day.

“Business Day Convention” means the first following day that is a CSD 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 CSD Business Day.

“Change of Control Event” means the occurrence of an event or series of events whereby one or more persons, acting in concert (Fin: *yksissä tuumin toimiminen*), acquire control over the Issuer and where “control” means (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the total voting rights represented by the shares of the Issuer (being votes which are capable of being cast at general meetings of shareholders), or (b) the right to, directly or indirectly, appoint or remove at least a majority of the members of the board of directors of the Issuer.

“Companies Act” means the Finnish Companies Act (Fin: *osakeyhtiölaki*, 624/2006, as amended).

“Creditor Representative” means:

- (a) in relation to the Remaining Restructuring Creditors, the Supervisor;
- (b) in relation to the Bondholders, the Bonds Agent or the person which has acceded to the Intercreditor Agreement as a creditor representative for the Bondholders pursuant to the terms of the Intercreditor Agreement;
- (c) in relation to the Bridge Loan Creditors, the person which has acceded to the Intercreditor Agreement as a creditor representative for the Bridge Loan Creditors pursuant to the terms of the Intercreditor Agreement;
- (d) in relation to the Permitted Working Capital Financing Creditors, the person which has acceded to the Intercreditor Agreement as a creditor representative for the Permitted Working Capital Financing Creditors pursuant to the terms of the Intercreditor Agreement;
- (e) in relation to the Restructuring Secured Creditors, the person which has acceded to the Intercreditor Agreement as a creditor representative for the Restructuring Secured Creditors pursuant to the terms of the Intercreditor Agreement; and
- (f) in relation to any New Creditor, each person which has acceded to the Intercreditor Agreement as a creditor representative for the New Creditors pursuant to the terms of the Intercreditor Agreement.

“**CSD**” means Euroclear Finland Oy (business identity code: 1061446-0) or any entity replacing the same as a central securities depository.

“**CSD Business Day**” means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

“**Disposal**” means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

“**Disputed Restructuring Debt**” means any restructuring debt (Fin: *saneerausvelka*) as described in clauses 14.9, 14.10 and 14.11 of the Restructuring Programme, the amount and/or grounds of which is disputed or unclear and which will be finally determined by a public court or an arbitration tribunal, as applicable, or which constitutes Unknown Debt (Fin: *tuntematon velka*).

“**EUR**” or “**Euro**” means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“**Event of Default**” means:

- (a) before the occurrence of the Amendment Event, an event or circumstance specified in any of the Clauses 12.2 (*Non-Payment*) to and including Clause 12.5 (*Restructuring Programme*); and
- (b) after the occurrence of the Amendment Event, an event or circumstance specified in Clause 12.6 (*Events of Default applicable upon successful completion of the Restructuring Programme*).

“**Equity Issue**” means a public offering of shares in the Issuer, after which such shares shall be quoted, listed, traded or otherwise admitted to trading on the Relevant Market.

“**Final Redemption Date**” means 5 July 2026, being the date falling five (5) years after the First Issue Date.

“**Finance Documents**” means:

- (a) these Terms and Conditions;
- (b) the Transaction Security Documents;
- (c) the Intercreditor Agreement;
- (d) the Agency Agreement; and
- (e) any other document designated by the Issuer and the Bonds Agent as a Finance Document.

“**First Issue Date**” means 5 July 2021.

“**Group**” means the Issuer and each Subsidiary from time to time.

“**Group Company**” means a member of the Group.

“**Initial Bonds**” means the Bonds issued on the First Issue Date.

“**Insolvency Event**” means in relation to the Issuer:

- (a) any resolution is passed or order made for the winding up, dissolution, administration, bankruptcy or reorganisation of the Issuer (other than as permitted in the Finance Documents),

a moratorium is declared in relation to any indebtedness of the Issuer or an administrator is appointed to the Issuer;

- (b) any composition, compromise, assignment or arrangement is made with its creditors generally;
- (c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Issuer or any of its assets; or
- (d) any analogous procedure or step analogous to any of those set out under paragraphs (a), (b) and (c) above is taken in respect of the Issuer in any jurisdiction,

in each case other than in relation to the ongoing restructuring of the Issuer in accordance with the Restructuring Programme.

“Insolvent” means, in respect of a relevant person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Bankruptcy Act (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Bondholders in their capacity as such) with a view to rescheduling and conversion to equity (or any other unusual discharge) of any of its indebtedness (including company reorganisation under the Restructuring of Enterprises Act (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

“Instructing Group” has the meaning set forth in the Intercreditor Agreement.

“Instructing Secured Creditors” has the meaning set forth in the Intercreditor Agreement.

“Intercreditor Agreement” means the intercreditor agreement, dated on or about the First Issue Date, between, amongst others, the Issuer, the Bonds Agent and the Security Agent.

“Interest” means the interest on the Bonds calculated in accordance with Clause 7 (*Interest*).

“Interest Payment Date” means 5 July and 5 January each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Bonds shall be 5 January 2022 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 (and including) the First Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). An Interest Period shall not be adjusted by application of the Business Day Convention.

“Interest Rate” means 0.10 per cent. *per annum*.

“Issuer” means Stockmann Oyj Abp (business identity code: 0114162-2), a public limited liability company incorporated in Finland.

“Issuing Agent” means Evli Pankki Oyj (business identity code: 0533755-0), acting as issuing agent (Fin: *liikkeeseenlaskijan asiamies*) of the Bonds for and on behalf of the Issuer, or any other party replacing it as Issuing Agent in accordance with the regulations of the CSD.

“New Creditors” means any lender or finance party providing financing under any New Financing Document which is or becomes a party as a New Creditor in accordance with the terms of the relevant New Financing Document and has not ceased to be a New Creditor in accordance with the terms of such New Financing Document; and a **“New Creditor”** means any of them.

“New Financing” means the liabilities owed by the Issuer to the New Creditors under or in connection with the New Financing Documents.

“New Financing Documents” means each document or instrument entered into between the Issuer and the New Creditors setting out the terms of any credit facility or other financing arrangement which creates or evidences the New Financing or any other liabilities owed by the Issuer to the New Creditors in connection with the New Financing.

“Nominal Amount” has the meaning set forth in Clause 2(b).

“Outstanding Nominal Amount” means the outstanding Nominal Amount of each Bond from time to time taking into account any prepayments made on the Bonds.

“Permitted Working Capital Financing” means the liabilities incurred by the Issuer under any credit facility, bond (including, for the avoidance of doubt, any Subsequent Bonds) or other financing arrangement to be used for general corporate purposes of the Group, provided that at any time when the Restructuring Programme is still in force, (i) the terms of such financing arrangements are subject to the prior written consent of the Supervisor and (ii) the aggregate amount of such liabilities outstanding at any time does not exceed EUR 50,000,0000.

“Permitted Working Capital Financing Creditors” means the creditors under the Permitted Working Capital Financing.

“Permitted Working Capital Financing Documents” means each document or instrument entered into between the Issuer and the Permitted Working Capital Financing Creditors setting out the terms of any credit facility or other financing arrangement which creates or evidences the Permitted Working Capital Financing or any other liabilities owed by the Issuer to the Permitted Working Capital Financing Creditors in connection with the Permitted Working Capital Financing.

“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.

“Record Date” means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Bonds when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Bondholders is to be made under Clause 13 (*Allocation of Proceeds*); and
- (b) in relation to a Bondholders’ Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 16(c) or Clause 17(c), as applicable; and
- (c) otherwise, the end of the fifth (5th) CSD Business Day prior to another relevant date.

“Redemption Date” means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 8 (*Redemption and Repurchase of the Bonds*).

“Relevant Market” means the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd.

“Remaining Restructuring Creditor” means any creditor of Remaining Restructuring Debt.

“Remaining Restructuring Debt” means the 80 % share of the Unsecured Debt which has not been converted into Bonds by way of set-off in accordance with the Restructuring Programme.

“Remaining Restructuring Debt Documents” means the Restructuring Programme and its Schedule 13, evidencing the liabilities owed by the Issuer to the Remaining Restructuring Creditors.

“Restructuring of Enterprises Act” means the Finnish Restructuring of Enterprises Act (Fin: *Laki yrityksen saneerauksesta*, 47/1993, as amended).

“Restructuring Programme” means the restructuring programme (Fin: *saneerausohjelma*) for the Issuer originally dated 1 February 2021 and approved by the District Court of Helsinki on 9 February 2021 and 17 May 2021 (as may be further amended and approved by the District Court of Helsinki from time to time).

“Restructuring Secured Creditors” means the creditors of the Restructuring Secured Debt as defined in the Restructuring Programme (Fin: *vakuusvelkoja*).

“Restructuring Secured Creditor Only Security” means the security securing the Restructuring Secured Debt as referred to in clause 6.3 of the Restructuring Programme.

“Restructuring Secured Debt” means the secured debt as described in the Restructuring Programme (Fin: *vakuusvelka*).

“Restructuring Secured Debt Documents” means the Restructuring Programme and its Schedule 13, evidencing the liabilities owed by the Issuer to the Restructuring Secured Creditors.

“Secured Creditors” means the Bonds Agent (including in its capacity as the representative of the Bondholders under these Terms and Conditions), each other Creditor Representative, the Security Agent, the Bondholders, the Restructuring Secured Creditors, the Remaining Restructuring Creditors, the Bridge Loan Creditors, the New Creditors and the Permitted Working Capital Financing Creditors.

“Secured Debt Documents” means the Remaining Restructuring Debt Documents, the Restructuring Secured Debt Documents, the Bridge Loan Documents, the Permitted Working Capital Financing Documents, the New Financing Documents and the Finance Documents.

“Secured Obligations” means all present and future liabilities and obligations at any time due, owing or incurred by the Issuer under the Secured Debt Documents and under any documents relating to any such debt, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, excluding any amount of interest that has accrued on the Restructuring Secured Debt in accordance with clause 14.3.5 of the Restructuring Programme being interest accrued during the restructuring proceedings before the Restructuring Programme was approved by the District Court of Helsinki.

“Securities Market Act” means the Finnish Securities Markets Act (Fin: *arvopaperimarkkinalaki* 746/2012, as amended).

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

“Security Agent” means Nordic Trustee Oy (business identity code: 2488240-7) or any other security agent appointed by the Secured Creditors from time to time pursuant to the Intercreditor Agreement, holding the Transaction Security on behalf of the Secured Creditors.

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

“Subsidiary” means a Finnish or foreign legal entity (whether incorporated or not) which at the time is a subsidiary (Fin: *tytäryhteisö/tytäryritys*) of the Issuer, directly or indirectly, as defined in the Companies Act and/or the Finnish Accounting Act (Fin: *kirjanpitolaki*, 1336/1997, as amended).

“Supervisor” means the supervisor (Fin: *valvoja*) under the Restructuring Programme.

“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

“**TARGET Day**” means any day on which TARGET2 is open for the settlement of payments in euro.

“**Transaction Costs**” means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer in connection with the issue of the Initial Bonds.

“**Transaction Security Documents**” means each security agreement to be entered into on or about the First Issue Date between the Issuer as pledgor and the Security Agent (on behalf of the Secured Creditors), creating a security interest for the benefit of all the Secured Creditors over:

- (a) the shares in Stockmann Sverige AB; and
- (b) the SEK currency receivable of the Issuer from Stockmann Sverige AB as at the First Issue Date in the approximate principal amount of SEK 3,932,891,527 (the “**SEK Receivable**”).

“**Transaction Security**” means the Security granted to secure the Secured Obligations pursuant to the Transaction Security Documents.

“**Unknown Creditor**” means each creditor under any Unknown Debt.

“**Unknown Debt**” means debt that was unknown at the time of preparation of the Restructuring Programme (Fin: *tuntematon velka*) in accordance with clause 14.11 of the Restructuring Programme.

“**Unsecured Creditor**” means each creditor under any Unsecured Debt.

“**Unsecured Debt**” means the unsecured debt (Fin: *vakuudeton velka*) as described in the Restructuring Programme (including, for the avoidance of doubt, any Disputed Restructuring Debt, such unsecured debt of a creditor which is an institution under public law (Fin: *julkisoikeudellinen velkoja*) and any debt owed by the Issuer to the Restructuring Secured Creditors which is not secured by the Restructuring Secured Creditor Only Security and is categorized and treated as unsecured debt in the Restructuring Programme) and excluding the existing hybrid loan (Fin: *Hybridilaina*, as defined in the Restructuring Programme) and any loans between the Group Companies.

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 17 (*Written Procedure*).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
 - (i) “**assets**” includes present and future properties, revenues and rights of every description;
 - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
 - (iii) a “**regulation**” includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted;
 - (v) words denoting the singular number shall include the plural and vice versa;

- (vi) a time of day is a reference to Helsinki time; and
 - (vii) an Event of Default is continuing if it has not been waived.
- (b) When ascertaining whether a limit or threshold specified in EUR 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 EUR for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recently published rate shall be used instead.
- (c) No delay or omission of the Bonds Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2. Status of the Bonds

- (a) The Bonds are denominated in EUR and each Bond is constituted by these Terms and Conditions.
- (b) The Bonds are offered for subscription in a minimum amount of EUR 1.00. The Nominal Amount of each Bond is EUR 1.00 (the “**Nominal Amount**”). The aggregate amount of the bond loan which will be represented by the Initial Bonds may be an amount of up to 80 per cent. of the Unsecured Debt. All Initial Bonds are issued at an issue price of 100 per cent. of the Nominal Amount. The Bonds are offered for subscription to the Unsecured Creditors in order to convert the Unsecured Debt into Bonds. The subscription period shall commence on 24 May 2021 and end on 18 June 2021. Subscriptions shall be made by submitting a duly completed subscription form to Evli Bank Plc (the “**Subscription Form**”). By returning such duly completed Subscription Form to Evli Bank Plc by the end of the subscription period, the relevant Unsecured Creditor irrevocably confirms its willingness to subscribe for Bonds in the amount of 80 per cent. of the Unsecured Debt owed by the Issuer to the relevant Unsecured Creditor. Subscriptions made by submitting a duly completed Subscription Form are irrevocable. Subscriptions made by the Unsecured Creditors shall be paid for in kind by way of set-off against the Unsecured Debt owed by the Issuer to the relevant Unsecured Creditor, as instructed in connection with the subscription. Bonds subscribed for shall be entered by the Issuing Agent to the respective book-entry accounts of the subscribers on a date advised in connection with the issuance of the Bonds in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of the CSD. Neither the Issuer, the Issuing Agent nor the Bonds Agent is under any obligation to confirm or verify that the person acting on behalf of an Unsecured Creditor has due authorisation to represent any Unsecured Creditor in relation to the conversions of any Unsecured Debt into Bonds and such conversions are not subject to any such person acting on behalf of a Unsecured Creditor having been duly authorised to represent such Unsecured Creditor.
- (c) The Issuer may, at one or several occasions, issue Subsequent Bonds. Subsequent Bonds shall benefit from and be subject to the Finance Documents, entitle its holder to Interest in accordance with Clause 7 (*Interest*) and otherwise have the same rights as the Initial Bonds, other than the amount (including that the issue price of each Subsequent Bond issued for the purposes of the Permitted Working Capital Financing may be set at a discount or at a premium compared to the Initial Bonds). The aggregate amount of the bond loan which will be represented by the Subsequent Bonds will be an amount of (i) up to 80 per cent. of the Unsecured Debt (for the avoidance of doubt, that at the time of the First Issue Date remains the Disputed Restructuring Debt and other than the Remaining Restructuring Creditors under the Remaining Restructuring Debt which have decided not to use their right of set-off in accordance with the Restructuring Programme) and (ii), in case the Permitted Working Capital Financing has been incurred in the form of Subsequent Bonds, EUR 50,000,000.
- (d) By subscribing for Bonds, each initial Bondholder agrees, and by acquiring Bonds, each subsequent Bondholder confirms, (i) that the Bonds shall benefit from and be subject to the Finance Documents and (ii) agrees to be bound by these Terms and Conditions and the other

Finance Documents including, without limitation, the Intercreditor Agreement. These Terms and Conditions are subject to the Intercreditor Agreement. In the event of any discrepancy between these Terms and Conditions and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

- (e) The Bonds constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them. The Bonds constitute secured obligations of the Issuer secured by the Transaction Security. The Transaction Security secures a major part of the other borrowings of the Issuer. The priority in respect of enforcement proceeds from the Transaction Security is referred to in Clause 13 (*Allocation of Proceeds*) and includes certain liabilities that have better priority than the Bonds to such enforcement proceeds.
- (f) Subject to any restrictions to which a Bondholder may be subject due to local law or otherwise, the Bonds are freely transferrable. Each Bondholder must ensure compliance with local laws and regulations applicable at their own cost and expense.

3. Purpose

The purpose of the issuance of the Initial Bonds is to convert, by way of set-off, up to 80 per cent. of the Unsecured Debt of Unsecured Creditors that have decided to use their right of set-off in accordance with the Restructuring Programme. The purpose of the issuance of any Subsequent Bonds shall be to: (i) convert up to 80 per cent. of the Disputed Restructuring Debt of Unsecured Creditors that have decided or, in respect of Unknown Creditors, will decide to use their right of set-off in accordance with the Restructuring Programme; and/or (ii) establishment of the Permitted Working Capital Financing.

4. Conditions Precedent

- (a) The issuance of the Initial Bonds will be subject to that the Issuer provides, or procures the provision of, the following documents and evidence to the Bonds Agent and/or the Security Agent (as applicable), in form and substance satisfactory to the Bonds Agent and/or the Security Agent (acting reasonably):
 - (i) the approval of the Supervisor of the transactions contemplated under the Finance Documents;
 - (ii) an extract of a resolution from the board of directors of the Issuer, approving (or authorising the approval of) the issue of the Bonds and authorising specified person(s) to approve and execute any documents and take any other action necessary to consummate such issue;
 - (iii) a copy of the duly executed Agency Agreement (to be delivered only to the Bonds Agent);
 - (iv) a copy of the duly executed Intercreditor Agreement;
 - (v) copies of the duly executed Transaction Security Documents (including evidence that the security interests created thereunder have been duly perfected, if required to be perfected under the relevant Transaction Security Document);
 - (vi) a Swedish law legal opinion in respect of the validity and enforceability of the Transaction Security Documents; and
 - (vii) evidence of payment of the Transaction Costs by the Issuer.

- (b) The Bonds Agent may assume that the documentation and evidence delivered to it pursuant to paragraph (a) above is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Bonds Agent does not have to verify the contents of any such documentation or evidence. The Bonds Agent does not review the documents and evidence referred to in paragraph (a) above from a legal or commercial perspective of the Bondholders.
- (c) The Bonds Agent shall confirm to the Issuing Agent when it has received the documents and evidence referred to in paragraph (a) above.

5. Bonds in Book-Entry Form

- (a) The Bonds will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.
- (b) Each Bondholder consents to the Issuer having a right to obtain information on the Bondholders, their contact details and their holdings of the Bonds registered in the Book-Entry Securities System, such as information recorded in the lists referred to in paragraphs 2 and 3 of Section 3 of Chapter 4 of the Book-Entry System Act kept by the CSD in respect of the Bonds and the CSD shall be entitled to provide such information upon request. At the request of the Bonds Agent or the Issuing Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Bonds Agent or the Issuing Agent, as applicable.
- (c) The Bonds Agent and the Issuing Agent shall have the right to obtain information referred to in paragraph (b) above from the CSD in respect of the Bonds if so permitted under the regulation of the CSD. The Issuer agrees that each of the Bonds Agent and the Issuing Agent is at any time on its behalf entitled to obtain information referred to in paragraph (b) above from the CSD in respect of the Bonds.
- (d) The Issuer shall issue any necessary power of attorney to such persons employed by the Bonds Agent or the Issuing Agent, as notified by the Bonds Agent or the Issuing Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Bonds. The Issuer may not revoke any such power of attorney given to the Bonds Agent or the Issuing Agent unless directed by the Bonds Agent or unless consent thereto is given by the Bondholders.
- (e) The Issuer, the Bonds Agent and the Issuing Agent may use the information referred to in paragraph (b) above only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Bonds or to fulfil any requirement of law or regulation and shall not disclose such information to any Bondholder or third party unless necessary for the before-mentioned purposes.

6. Payments in Respect of the Bonds

- (a) Any payments under or in respect of the Bonds pursuant to these Terms and Conditions shall be made to the person who is registered as a Bondholder at the Record Date prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.
- (b) 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. Any such postponement shall not affect the Record Date.
- (c) The Issuer is not liable to gross up any payments under the Finance Documents by virtue of any withholding tax, public levy or similar tax or duty.

- (d) All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

7. Interest

- (a) Each Initial Bond carries Interest at the Interest Rate from (and including) the First Issue Date up to (but excluding) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate from (and including) the Interest Payment Date falling immediately prior to its issuance up to (but excluding) the relevant Redemption Date.
- (b) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- (c) Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).
- (d) If the Issuer fails to pay any amount due under these Terms and Conditions, the Issuer shall pay default interest on such overdue amount at a rate corresponding to the Interest Rate plus 2.00 per cent., from but excluding, the date such payment was due up to and excluding the date of actual payment. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Bonds Agent, the Issuing Agent or the CSD, in which case the Interest Rate shall apply instead.

8. Redemption and Repurchase of the Bonds

8.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Redemption Date with an amount per Bond equal to the Outstanding Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

8.2 Group Company's purchase of Bonds

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

8.3 Voluntary Redemption

- (a) The Issuer may redeem the Bonds in whole or in part at any time prior to the Final Redemption Date at a price per Bond equivalent to 100.00 per cent. of the Outstanding Nominal Amount, together with accrued and unpaid Interest.
- (b) Redemption in accordance with paragraph (a) above shall be made by the Issuer giving not less than twenty (20) Business Days' notice prior to the relevant Redemption Date to the Bondholders and the Bonds Agent. The notice shall specify the relevant Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. Any such notice is irrevocable and, upon expiry of such notice, the Issuer is bound to redeem the Bonds with the applicable amounts.

8.4 Change of Control Put Option

- (a) Upon the occurrence of a Change of Control Event, each Bondholder shall have the right to request that all, or only some, of its Bonds (the "**Change of Control Put Option**") be repurchased at a price equivalent to 100 per cent. of the Outstanding Nominal Amount (together with accrued and unpaid interest) by giving the Issuer notice of its intention to invoke its Change

of Control Put Option during a period of twenty (20) Business Days following the notice of the Change of Control Event pursuant to Clause 10.1 (*Information from the Issuer*) (the “**Exercise Period**”).

- (b) The notice from the Issuer pursuant to Clause 10.1(a) shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 10.1(a). The repurchase date must fall no later than forty (40) Business Days after the end of the Exercise Period.

8.5 General

- (a) The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8 by virtue of the conflict.
- (b) Any Bonds repurchased by the Issuer pursuant to this Clause 8 may at the Issuer’s discretion be retained, sold or cancelled.

9. Transaction Security

9.1 Granting of the Transaction Security

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer will, on the First Issue Date, grant the Transaction Security for the benefit of the Secured Creditors as represented by the Security Agent on the terms set out in the Transaction Security Documents.
- (b) The Security Agent shall hold the Transaction Security on behalf of the Secured Creditors in accordance with the terms of the Transaction Security Documents and the Intercreditor Agreement.
- (c) Unless and until the Security Agent has received instructions from the Bonds Agent on behalf of the Bondholders in accordance with Clause 15 (*Decisions by Bondholders*), the Security Agent shall (without first having to obtain the Bondholders’ consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent’s opinion, necessary for the purpose of maintaining, releasing or enforcing the Transaction Security or for the purpose of settling the Secured Creditors’ or the Issuer’s rights to the Transaction Security, in each case in accordance with the terms of the Transaction Security Documents and the Intercreditor Agreement.
- (d) The Bonds Agent shall be entitled to give instructions relating to the Transaction Security to the Security Agent in accordance with the Intercreditor Agreement.

9.2 Release of Transaction Security

The Security Agent may at any time, acting on instructions of the Secured Creditors, release any Transaction Security in accordance with the terms of the Transaction Security Documents and the Intercreditor Agreement.

9.3 Enforcement of Transaction Security

- (a) Only the Security Agent may take action to accelerate or enforce any Transaction Security in accordance with the terms of the Intercreditor Agreement. The Intercreditor Agreement contains, *inter alia*, a consultation provision (binding upon the Secured Creditors) relating to the enforcement of the Transaction Security.
- (b) The Bondholders shall not be entitled, individually or collectively, to take any direct action to enforce any rights in their favor under the Transaction Security Documents.
- (c) Upon an enforcement of the Transaction Security or following receipt of any recovery after the occurrence of an Insolvency Event, the enforcement proceeds and any amount of recoveries will be distributed, pursuant to the Intercreditor Agreement.
- (d) All Transaction Security or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any enforcement provided that the proceeds are distributed in accordance with the provisions set out in the Intercreditor Agreement.

10. Information to Bondholders

10.1 Information from the Issuer

The Issuer shall promptly notify:

- (a) the Bonds Agent and the Bondholders when the Issuer is or becomes aware of the occurrence of a Change of Control Event; and
- (b) the Bonds Agent that an Event of Default has occurred and, if occurred but no longer continuing, that an Event of Default is no longer continuing,

and, in each case shall provide the Bonds Agent with such further information as the Bonds Agent may request (acting reasonably) following receipt of such notice.

10.2 Information from the Bonds Agent

The Bonds Agent is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Bonds Agent shall notify the Bondholders of the occurrence of an Event of Default in accordance with Clause 12.7(c).

10.3 Publication of Finance Documents

- (a) The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Bonds Agent.
- (b) The latest versions of the Intercreditor Agreement, the Transaction Security Documents and the Agency Agreement (with certain commercial details redacted) shall be on the websites of the Issuer and the Bonds Agent following the First Issue Date.

11. General Undertakings

11.1 General

The Issuer shall not, and shall, where applicable, procure that none of its Subsidiaries will, without the prior written consent of the Supervisor (for as long as the Restructuring Programme is in force and subject to that such consent can be given pursuant to the terms of the Restructuring Programme and/or applicable law):

11.2 Business arrangements

Enter into any merger (whether as merging or receiving entity), cease to carry on all or a material part of its business, cease to carry on a material part of its business by way of demerger, business transfer or business acquisition, or make a substantial change in its business by establishing or acquiring a new company or in any other way, other than:

- (a) mergers between Group Companies (other than mergers between the Issuer, Stockmann Sverige AB or AB Lindex or mergers where the Issuer, Stockmann Sverige AB or AB Lindex is not the surviving entity);
- (b) the merger of Oy Suomen Pääomarahoitus - Finlands Kapitalfinans Ab and Oy Hullut Päivät – Galna Dagar Ab into the Issuer;
- (c) the demerger of SIA “Stockmann Centrs”, as a result of which: (i) the Issuer will own, and the share pledge entered into by the Issuer on 11 December 2017 will extend to cover, 100 per cent. of the shares in SIA “Stockmann Centrs”; and (ii) SIA “Stockmann Centrs” will own the entire Riga department store property;
- (d) any change in its business that is specifically agreed in the Restructuring Programme;
- (e) the sale and lease back of the Helsinki, Tallinn and Riga department store properties in accordance with clause 15.3 of the Restructuring Programme; and
- (f) the sale and lease back of the property related to AB Lindex’s new distribution center.

11.3 Disposals

Enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset, other than:

- (a) made in the ordinary course of its business and on market terms;
- (b) of assets in exchange for other assets comparable as to type, value and quality;
- (c) of obsolete or redundant vehicles, machines and equipment for cash;
- (d) the sale and lease back of the Helsinki, Tallinn and Riga department store properties in accordance with clause 15.3 of the Restructuring Programme; and
- (e) the sale and lease back of the property related to AB Lindex’s new distribution center.

11.4 Investments

Make any investments or acquisitions exceeding the thresholds contained in the investment plan appended as schedule 13.2 to the Restructuring Programme. Any surplus from an accounting period which has not been used towards investments may be used during the following accounting periods.

11.5 Indebtedness

Incur any new debt or enter into any derivative transactions (for the purposes of protection against or benefit from fluctuation in any rate or price), other than:

- (a) debt of AB Lindex taken for the purposes of financing AB Lindex’s new distribution center, subject to that the terms of such financing arrangement do not restrict the making of payments or distributions to the Issuer;

- (b) debt of the Issuer for the purposes of repaying or prepaying all Remaining Restructuring Debt in accordance with the Restructuring Programme;
- (c) any debt under the Finance Documents;
- (d) any debt under the Bridge Loan and the Permitted Working Capital Financing in accordance with these Terms and Conditions;
- (e) account payables in the ordinary course of its business and on market terms;
- (f) debt incurred by AB Lindex, Stockmann AS, SIA Stockmann and Stockmann Security Services Oy Ab pursuant to the cash pool arrangement between the aforementioned companies and the Issuer, subject to that the debt of: (i) AB Lindex to the Issuer shall not exceed EUR 20 million; (ii) Stockmann AS to the Issuer shall not exceed EUR three (3) million; (iii) SIA Stockmann to the Issuer shall not exceed EUR three (3) million; and (iv) Stockmann Security Services Oy Ab to the Issuer shall not exceed EUR 500,000, and (other than the debt of SIA Stockmann during three (3) years after making the renewal investment in the maximum amount of EUR 2,500,000) within each period of six (6) months (starting from the approval date of the Restructuring Programme) the debt of AB Lindex, Stockmann AS, SIA Stockmann and Stockmann Security Services Oy Ab to the Issuer shall not exceed zero (0) for a period of not less than five (5) days. Not less than three (3) months shall elapse between two such five (5) day periods;
- (g) debt arising out of the lease back of the Helsinki, Tallinn and Riga department store properties;
- (h) debt arising out of: (i) the lease back of the property related to AB Lindex's new distribution center; and (ii) the equipment financing arrangements in relation thereto; and
- (i) entering into derivative transactions for hedging purposes on market terms.

11.6 Loans and guarantees

Give any loans, guarantees or other commitments to third parties or Group Companies, other than:

- (a) loans, guarantees or other commitments in its ordinary course of business and on market terms;
- (b) the loans given by the Issuer to AB Lindex, Stockmann AS, SIA Stockmann and Stockmann Security Services Oy Ab pursuant to the cash pool arrangement between the aforementioned companies and the Issuer, subject to that the Issuer's receivable from: (i) AB Lindex shall not exceed EUR 20 million; (ii) Stockmann AS shall not exceed EUR three (3) million; (iii) SIA Stockmann shall not exceed EUR three (3) million; and (iv) Stockmann Security Services Oy Ab shall not exceed EUR 500,000, and (other than the Issuer's receivable from SIA Stockmann during three (3) years after making the renewal investment in the maximum amount of EUR 2,500,000) within each period of six (6) months (starting from the approval date of the Restructuring Programme) the Issuer's receivable from AB Lindex, Stockmann AS, SIA Stockmann and Stockmann Security Services Oy Ab shall not exceed zero (0) for a period of not less than five (5) days. Not less than three (3) months shall elapse between two such five (5) day periods;
- (c) the guarantee given by the Issuer for the tax liability of Stockmann Sverige AB in accordance with clause 15.10 of the Restructuring Programme;
- (d) pursuant to the lease back of the Helsinki, Tallinn and Riga department store properties; and
- (e) pursuant to: (i) the lease back of the property related to AB Lindex's new distribution center; and (ii) the equipment financing arrangements in relation thereto.

11.7 Negative pledge

Create any Security over any of its assets, other than (in each case, excluding the pledge of the shares in AB Lindex):

- (a) for the debt and derivative transactions in accordance with Clause 11.5 (*Indebtedness*) above;
- (b) the security under the Transaction Security Documents and the Intercreditor Agreement;
- (c) for its obligations under any agreements entered into in its ordinary course of business;
- (d) security arising out of any close-out netting or set-off arrangement of derivative transactions in accordance with Clause 11.5 (*Indebtedness*) above;
- (e) any lien arising by operation of law; and
- (f) security created in favour of a bank pursuant to customary bank account terms and conditions.

11.8 Dealings with related parties

The Issuer shall not, and shall procure that none of its Subsidiaries will, conduct any dealings with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct and indirect shareholders (excluding other Group Companies), other than as detailed in clause 15.7 of the Restructuring Programme.

11.9 Distributions

In case of Issuer only: (i) pay any dividend on its shares to the Issuer's direct or indirect shareholders, (ii) service any shareholder loan, (iii) repurchase any of its own shares, (iv) redeem or reduce its share capital or other restricted equity with repayment to shareholders and (v) make any other similar distribution or transfers of value (including but not limited to any distribution from the fund of invested unrestricted equity (Fin: sijoitetun vapaan oman pääoman rahasto)) to the direct or indirect shareholders of the Issuer.

11.10 Listing

In the event the Issuer lists the Bonds at the corporate bond list on Nasdaq Helsinki Ltd after the First Issue Date, it shall use its best efforts to ensure that the Bonds, once listed on Nasdaq Helsinki Ltd, continue being listed on Nasdaq Helsinki Ltd for as long as any Bond is outstanding (however, taking into account the rules and regulations of Nasdaq Helsinki Ltd and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds). In the event the Bonds are so listed, upon any issue of Subsequent Bonds, the Issuer shall promptly after the relevant issue date procure that the volume of Bonds listed is increased accordingly.

12. Events of Default and Acceleration of the Bonds

12.1 General

Each of the events or circumstances set out in this Clause 12 (other than Clause 12.7 (*Acceleration of the Bonds*)), subject to Clause 12.6 (*Events of Default applicable upon successful completion of the Restructuring Programme*), is an Event of Default.

12.2 Non-Payment

The Issuer fails to pay an amount of interest or principal with respect to the Bonds on the date it is due in accordance with the Finance Documents unless the non-payment is remedied within three (3) months of the due date.

12.3 Insolvency

The Issuer, Stockmann Sverige AB and/or AB Lindex:

- (a) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Bankruptcy Act or equivalent applicable law;
- (b) admits inability to pay its debts as they fall due;
- (c) suspends making payments on any of its debts; or
- (d) by reason of actual financial difficulties commences negotiations with its creditors (subject to the Intercreditor Agreement, other than in respect of any Secured Obligations) with a view to rescheduling and conversion to equity (or any other unusual discharge) of any of its indebtedness (including company reorganisation under the Restructuring of Enterprises Act or equivalent applicable law),

in each case other than the ongoing restructuring of the Issuer in accordance with the Restructuring Programme.

12.4 Insolvency Proceedings

Any legal proceedings or other procedure or step is taken for the initiation of a winding-up, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer, Stockmann Sverige AB and/or AB Lindex, provided that this Clause 12.4 shall not apply to any petition which is frivolous or vexatious, is being contested in good faith and by appropriate proceedings and is discharged, stayed or dismissed within 30 days.

12.5 Restructuring Programme

The Restructuring Programme is lapsed in accordance with the Restructuring Programme.

12.6 Events of Default applicable upon successful completion of the Restructuring Programme

12.6.1 General

If on any date following the First Issue Date, the Issuer has successfully completed the Restructuring Programme in accordance with the Restructuring of Enterprises Act (the “**Amendment Event**”), then, beginning from the date on which the Amendment Event has occurred, the following Clauses 12.6.2 (*Non-Payment*) through 12.6.7 (*Impossibility or Illegality*) will be included in Clause 12 (*Events of Default and Acceleration of the Bonds*) and Clauses 12.2 (*Non-Payment*) through 12.5 (*Restructuring Programme*) shall no longer apply.

12.6.2 Non-Payment

The Issuer fails to pay an amount on the date it is due in accordance with the Finance Documents unless the non-payment:

- (a) is caused by technical or administrative error; and
- (b) is remedied within five (5) Business Days of the due date.

12.6.3 Other Obligations

The Issuer does not comply with any provision under the Finance Documents, in any other way than as set out in Clause 12.6.2 (*Non-Payment*), unless the non-compliance is capable of remedy and is remedied

within fifteen (15) Business Days of the earlier of (i) the Bond Trustee giving notice to the Issuer and (ii) the Issuer becoming aware of the non-compliance.

12.6.4 Cross-default

Any financial indebtedness of the Issuer, Stockmann Sverige AB and/or AB Lindex is:

- (a) not paid when due nor within any originally applicable grace period; or
- (b) declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur under this Clause 12.6.4 if the aggregate amount of financial indebtedness referred to herein is less than EUR 5,000,000 (or its equivalent in other currencies).

12.6.5 Insolvency

The Issuer, Stockmann Sverige AB and/or AB Lindex:

- (a) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Bankruptcy Act or equivalent applicable law;
- (b) admits inability to pay its debts as they fall due;
- (c) suspends making payments on any of its debts; or
- (d) by reason of actual financial difficulties commences negotiations with its creditors (subject to the Intercreditor Agreement, other than in respect of any Secured Obligations) with a view to rescheduling and conversion to equity (or any other unusual discharge) of any of its indebtedness (including company reorganisation under the Restructuring of Enterprises Act or equivalent applicable law),

in each case other than the ongoing restructuring of the Issuer in accordance with the Restructuring Programme.

12.6.6 Insolvency Proceedings

Any legal proceedings or other procedure or step is taken for the initiation of a winding-up, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer, Stockmann Sverige AB and/or AB Lindex, provided that this Clause 12.6.6 shall not apply to any petition which is frivolous or vexatious, is being contested in good faith and by appropriate proceedings and is discharged, stayed or dismissed within 30 days.

12.6.7 Impossibility or Illegality

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

12.7 Acceleration of the Bonds

- (a) If an Event of Default has occurred and is continuing, the Bonds Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing in the aggregate at least 25 per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Bondholder at the end of the Business Day on which the demand is received by the Bonds Agent and shall, if made by several Bondholders, be made by them jointly) or following an instruction given pursuant to Clause 12.7(d), on behalf of the Bondholders (i) by

notice to the Issuer, declare all, but not only some, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Bonds Agent determines (but such date may not fall after the Final Redemption Date), and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

- (b) The Bonds Agent may not accelerate the Bonds in accordance with this Clause 12.7 by reference to a specific Event of Default if it is no longer continuing.
- (c) The Bonds Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Bonds Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Bonds and the Bonds Agent considers that withholding the notice is not detrimental to the interests of the Bondholders. The Bonds Agent shall, within twenty (20) Business Days of the date on which the Bonds Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Bonds, within sixty (60) Business Days), decide if the Bonds shall be so accelerated. If the Bonds Agent decides not to accelerate the Bonds, the Bonds Agent shall promptly seek instructions from the Bondholders in accordance with Clause 15 (*Decisions by Bondholders*). Notwithstanding anything to the contrary, the Bonds Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.
- (d) If the Bondholders instruct the Bonds Agent to accelerate the Bonds, the Bonds Agent shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Bonds Agent, may be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, subject to the terms of the Intercreditor Agreement, unless the relevant Event of Default is no longer continuing.
- (e) If the right to accelerate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (f) In the event of an acceleration of the Bonds in accordance with this Clause 12.7, the Issuer shall redeem all Bonds with an amount equal to 100 per cent. of the Nominal Amount.
- (g) Notwithstanding anything to the contrary in these Terms and Conditions:
 - (i) the conversion of the SEK Receivable into equity; and
 - (ii) an amendment of a Secured Debt Document that shorten contractually scheduled maturity or redemption date or introduces scheduled reductions in available commitments or any other amendment to such documents made on the permission of the Supervisor in accordance with the Restructuring of Enterprises Act,

shall not constitute an Event of Default, provided that such actions are permitted under the Intercreditor Agreement.

13. Allocation of Proceeds

- (a) All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 12 (*Events of Default and Acceleration of the Bonds*) shall be distributed in satisfaction of the Secured Obligations, to the fullest extent permitted under Finnish law, in the following order of priority:

- (i) **first**, in or towards payment of the Bonds Agent under the Agency Agreement, including all costs and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents;
- (ii) **secondly**, in or towards payment of accrued Interest unpaid under the Bonds;
- (iii) **thirdly**, in or towards payment of principal under the Bonds; and
- (iv) **fourthly**, in or towards payment of any other costs or outstanding amounts unpaid under the Bonds.

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

- (b) Any proceeds received from an enforcement of the Transaction Security shall be distributed in accordance with the Intercreditor Agreement. Funds that the Security Agent receives (directly or indirectly) in connection with the enforcement of the Transaction Security shall constitute escrow funds and must be turned over to the Secured Creditors in accordance with the Intercreditor Agreement.

14. Right to Act on Behalf of a Bondholder

- (a) If any person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Bondholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Bondholder and authorising such person.
- (b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- (c) The Bonds Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to paragraph (b) above and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Bonds Agent.

15. Decisions by Bondholders

- (a) A request by the Bonds Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Bonds Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing in the aggregate at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person (or persons) who is a Bondholder on the Business Day immediately following the day on which the request is received by the Bonds Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Bonds Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Bonds Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Bonds Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (c) The Bonds Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the

Bondholders and such person has informed the Bonds Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.

(d) Only a person who is, or who has been provided with a power of attorney pursuant to Clause 14 (*Right to Act on Behalf of a Bondholder*) from a person who is, registered as a Bondholder:

(i) at the Record Date on the CSD Business Day specified in the communication pursuant to Clause 16(c), in respect of a Bondholders' Meeting, or

(ii) at the Record Date on the CSD Business Day specified in the communication pursuant to Clause 17(c), in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure in respect of Bonds held by such person at the relevant Record Date, provided that the relevant Bonds are included in the Adjusted Nominal Amount.

(e) The following matters shall require the consent of Bondholders representing in the aggregate at least $66\frac{2}{3}$ per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17(c):

(i) a release of Security provided under the Transaction Security Documents, except as permitted under the Intercreditor Agreement;

(ii) any material amendments of the terms of the Intercreditor Agreement whereby the ranking of external debt of the Group and the priority of payments among such debt becomes less beneficial to the Bondholders than under the Intercreditor Agreement as in force on or about the First Issue Date;

(iii) a reduce of the principal amount, the Interest Rate or the interest amount which shall be paid by the Issuer;

(iv) an amendment of any payment day for principal or an Interest Payment Date or waive any breach of a payment undertaking; or

(v) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 15.

(f) Any matter not covered by Clause 15(e) shall require the consent of Bondholders representing in the aggregate more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17(c).

(g) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing in the aggregate at least twenty (20) per cent. of the Adjusted Nominal Amount (other than in respect of approval of the Bridge Loan, for which the percentage shall be at least thirty (30) per cent. of the Adjusted Nominal Amount):

(i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or

(ii) if in respect of a Written Procedure, reply to the request.

(h) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Bonds Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 16(a)) or initiate a second Written Procedure (in accordance with Clause 17(a)), as the case may be, provided that the relevant proposal has not been withdrawn by the person(s) who

initiated the procedure for Bondholders' consent. The quorum requirement in Clause 15(g) shall not apply to such second Bondholders' Meeting or Written Procedure.

- (i) Any decision which extends or increases the obligations of the Issuer or the Bonds Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Bonds Agent, under the Finance Documents shall be subject to the Issuer's or the Bonds Agent's consent, as applicable.
- (j) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (k) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- (l) All reasonable costs and expenses incurred by the Issuer or the Bonds Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Bonds Agent, shall be paid by the Issuer.
- (m) If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Bonds Agent provide the Bonds Agent with a certificate specifying the number of Bonds owned by Group Companies, irrespective of whether such person is directly registered as owner of such Bonds. The Bonds Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company.
- (n) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Issuer and the Bonds Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Bonds Agent, as applicable.
- (o) Notwithstanding anything else to the contrary in these Terms and Conditions, upon the occurrence of the Amendment Event, any reference to the "consent of the Supervisor" shall be deemed to be a reference to the "consent of the Bondholders" (which consent, for the avoidance of doubt, shall be subject to the consent and quorum requirements under this Clause 15 (*Decisions by Bondholders*)).

16. Bondholders' Meeting

- (a) The Bonds Agent shall convene a Bondholders' Meeting by (i) sending a notice thereof to the CSD and each Bondholder or (ii) publishing a notice thereof on the Issuer's website no later than five (5) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).
- (b) Should the Issuer want to replace the Bonds Agent, it may convene a Bondholders' Meeting in accordance with Clause 16(a) with a copy to the Bonds Agent. After a request from the Bondholders pursuant to Clause 19.4(c), the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 16(a).

- (c) The notice pursuant to Clause 16(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders) and (iv) a specification of the CSD Business Day at the end of which a person must be registered as a Bondholder in order to be entitled to exercise voting rights at the meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (d) The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the date of the notice.
- (e) Without amending or varying these Terms and Conditions, the Bonds Agent may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Bonds Agent may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

17. Written Procedure

- (a) The Bonds Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by (i) sending a communication to the CSD and each such person who is registered as a Bondholder at the Record Date or (ii) publishing a communication thereof on the Issuer's website.
- (b) Should the Issuer want to replace the Bonds Agent, it may send or publish a communication in accordance with Clause 17(a) to each Bondholder with a copy to the Bonds Agent.
- (c) A communication pursuant to Clause 17(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least fifteen (15) Business Days (other than in respect of approval of the Bridge Loan, for which the time period shall last fourteen (14) days) from the communication pursuant to Clause 17(a)). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- (d) When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 15(e) and 15(f) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15(e) or 15(f), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18. Amendments and Waivers

- (a) Subject to the terms of the Intercreditor Agreement, the Issuer and the Bonds Agent (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
 - (i) such amendment or waiver is not detrimental to the interest of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or

- (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 15 (*Decisions by Bondholders*).
- (b) The Bonds Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with paragraph (a) above, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- (c) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Bonds Agent, as the case may be.

19. Appointment and Replacement of the Bonds Agent

19.1 Appointment of the Bonds Agent

- (a) By subscribing for Bonds, each initial Bondholder, and, by acquiring Bonds each subsequent Bondholder:
 - (i) agrees to and accepts the appointment of the Bonds Agent to act as its agent and representative under the Act on Bondholders' Agent in all matters relating to the Bonds and the Finance Documents, and authorises the Bonds 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 all matters set out in the Act on Bondholders' Agent and particularly in any legal or arbitration proceedings relating to the Bonds held by such Bondholder and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Bonds Agent by the Act on Bondholders' Agent, these Terms and Conditions or the Intercreditor Agreement together with all such rights, powers, authorities and discretions as are incidental thereto;
 - (ii) agrees and accepts that the Bonds Agent shall have the rights, protections and benefits of the Intercreditor Agreement; and
 - (iii) confirms the appointment under the Intercreditor Agreement of the Security Agent to act as the agent and representative of the Secured Creditors under the Act on Bondholders' Agent in all matters relating to Transaction Security, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Intercreditor Agreement and the Transaction Security Documents.
- (b) Each Bondholder shall immediately upon request provide the Bonds Agent and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Bonds Agent or the Security Agent, as applicable), that the Bonds Agent or Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Bonds Agent nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request if due to such failure the Bonds Agent or the Security Agent is unable to represent such Bondholder.
- (c) The Issuer shall promptly upon request provide the Bonds Agent with any documents and other assistance (in form and substance satisfactory to the Bonds Agent), that the Bonds Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

- (d) The Bonds Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Bonds Agent's obligations as Bonds Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (e) The Bonds Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 Duties of the Bonds Agent

- (a) The Bonds Agent shall represent the Bondholders in accordance with the Finance Documents, and, where relevant, in relation to instructions to the Security Agent to enforce the Transaction Security on behalf of the Bondholders. The Bonds Agent is not responsible for the content, legal validity or enforceability of the Finance Documents.
- (b) When acting in accordance with the Finance Documents, the Bonds Agent is always acting with binding effect on behalf of the Bondholders. The Bonds Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Bonds Agent's duties under the Finance Documents are solely mechanical and administrative in nature and the Bonds Agent only acts in accordance with the Finance Documents and upon instructions from the Bondholders, unless otherwise set out in the Finance Documents. In particular, the Bonds Agent in not in any way acting as an advisor (whether legal, financial or otherwise) to the Bondholders.
- (d) The Bonds Agent is not obligated to assess or monitor the financial condition of the Issuer or compliance by the Issuer of the terms of the Finance Documents unless to the extent expressly set out in the Terms and Conditions and the other Finance Documents, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bonds Agent is entitled to assume that no Event of Default has occurred.
- (e) The Bonds Agent shall monitor the compliance by the Issuer with its obligations under these Terms and Conditions on the basis of information made available to it pursuant to the Finance Documents or received from a Bondholder. The Bonds Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- (f) The Bonds Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Bondholders pursuant to these Terms and Conditions.
- (g) The Bonds Agent is entitled to delegate its duties to other professional parties, provided that such professional parties are selected with due care.
- (h) The Bonds Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (i) The Bonds Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Bonds Agent pay all reasonable costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Bonds Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer which the Bonds Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents. Any compensation for damages or other recoveries received by the Bonds 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 13 (*Allocation of Proceeds*).

- (j) Unless it has actual knowledge to the contrary, the Bonds Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- (k) Notwithstanding any other provision of the Finance Documents to the contrary, the Bonds 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 law or regulation.
- (l) If in the Bonds Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Bonds Agent) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Bonds Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (m) The Bonds Agent shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bonds Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in paragraph (l) above.

19.3 Limited liability for the Bonds Agent

- (a) The Bonds Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct or unless otherwise provided for in the Act on Bondholders' Agent. The Bonds Agent shall never be responsible for indirect loss.
- (b) The Bonds Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Bonds Agent or if the Bonds Agent has acted with reasonable care in a situation when the Bonds Agent considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- (c) The Bonds 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 Bonds Agent to the Bondholders, provided that the Bonds 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 Bonds Agent for that purpose.
- (d) The Bonds Agent shall have no liability to the Bondholders for damage caused by the Bonds Agent acting in accordance with instructions of the Bondholders given in accordance with Clause 15 (*Decisions by Bondholders*) or a demand by Bondholders given pursuant to Clause 12.7(a).
- (e) Any liability towards the Issuer which is incurred by the Bonds 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 Bondholders under the Finance Documents.
- (f) The Bonds Agent is not liable for information provided to the Bondholders by or on behalf of the Issuer or by any other person.

19.4 Replacement of the Bonds Agent

- (a) Subject to Clause 19.4(f), the Bonds Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Bonds Agent at a

Bondholders' Meeting convened by the retiring Bonds Agent or by way of Written Procedure initiated by the retiring Bonds Agent.

- (b) Subject to Clause 19.4(f), if the Bonds Agent is Insolvent, removed by the Finnish Financial Supervisory Authority from the public register of bondholders' agents referred to in the Act on Bondholders' Agent or is no longer independent of the Issuer, the Bonds Agent shall be deemed to resign as Bonds Agent with immediate effect 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 and which is registered (if required to be so registered by the Act on Bondholders' Agent) in the public register of bondholders' agents referred to in the Act on Bondholders' Agent.
- (c) A Bondholder (or Bondholders) representing in the aggregate at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Bonds Agent and appointing a new Bonds Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Bonds Agent be dismissed and a new Bonds Agent appointed.
- (d) If the Bondholders have not appointed a successor Bonds 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 Bonds Agent was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Bonds Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (e) The retiring Bonds Agent shall, at its own cost, make available to the successor Bonds Agent such documents and records and provide such assistance as the successor Bonds Agent may reasonably request for the purposes of performing its functions as Bonds Agent under the Finance Documents.
- (f) The Bonds Agent's resignation or dismissal shall only take effect upon the appointment of a successor Bonds Agent and acceptance by such successor Bonds Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Bonds Agent.
- (g) Upon the appointment of a successor, the retiring Bonds 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 Bonds Agent. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Bonds Agent.
- (h) In the event that there is a change of the Bonds Agent in accordance with this Clause 19.4, the Issuer shall execute such documents and take such actions as the new Bonds Agent may reasonably require for the purpose of vesting in such new Bonds Agent the rights, powers and obligation of the Bonds Agent and releasing the retiring Bonds Agent from its further obligations under the Finance Documents and the Agency Agreement.

20. Appointment and Replacement of the Issuing Agent

- (a) The Issuer appoints the 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 Bonds.
- (b) The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD

accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent in accordance with these Terms and Conditions.

21. No Direct Actions by Bondholders

- (a) A Bondholder may not take any steps whatsoever against the Issuer 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 (Fin: *yriytyssaneeraus*) or bankruptcy (Fin: *konkurssi*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under the Finance Documents.
- (b) Paragraph (a) above shall not apply if (i) the Bonds Agent has been instructed by the Bondholders in accordance with these Terms and Conditions to take certain actions but is legally unable to take such actions, or (ii) the Security Agent has been instructed by the Instructing Group or the Instructing Secured Creditors (as applicable) (each as defined in the Intercreditor Agreement) in accordance with the Intercreditor Agreement to enforce the Transaction Security but is legally unable to take such enforcement actions, in each case if and only to the extent permitted pursuant to the terms of the Intercreditor Agreement.

22. Prescription

- (a) The right to receive payment of the principal of or interest on the Bonds shall be prescribed and become void three (3) years from the date on which such payment became due.
- (b) If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *Laki velan vanhentumisesta, 728/2003*, as amended), a new limitation period of at least three (3) years will commence.

23. Notices

- (a) Any notice or other communication to be made under or in connection with the Finance Documents:
 - (i) if to the Bonds Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and by email to Finland@intertrustgroup.com with a copy to alli.seppanen@intertrustgroup.com and anne-marie.malmberg@intertrustgroup.com;
 - (ii) if to the Issuing Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch;
 - (iii) if to the Security Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch;
 - (iv) if to the Issuer, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and designated "To the attention of CFO"; and
 - (v) if to the Bondholders, shall be published on the websites of the Issuer and the Bonds Agent. Any notice that the Issuer shall send to the Bondholders pursuant to Clause 10.1 (*Information from the Issuer*) shall also be given at the addresses of the Bondholders as registered with the CSD, at the Record Date prior to dispatch, and by either courier delivery or letter for all Bondholders.
- (b) Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be in English and, except for the notices which are in accordance with paragraph (a)(v) above only to be published and not sent by courier or letter, sent by way

of courier, e-mail, personal delivery or letter and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in paragraph (a) above or, in the case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in paragraph (a) above or, in the case of e-mail, when actually received in a readable form.

- (c) Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

24. Press Releases

- (a) Any notice that the Issuer or the Bonds Agent shall send to the Bondholders pursuant to Clauses 16(a) and 17(a) shall also be published (i) by way of press release or stock exchange release by the Issuer or by way of press release by the Bonds Agent, as applicable or (ii) by way of a notice published in Kauppalehti, Helsingin Sanomat or any other major Finnish newspaper selected by the Issuer, or if applicable, the Bonds Agent. Any such notice shall be deemed to have been received by the Bondholders when published in any manner specified in this Clause 24.
- (b) In addition to paragraph (a) above, if any information relating to the Bonds or the Issuer/Group contained in a notice the Bonds Agent may send to the Bondholders under these Terms and Conditions has not already been made public in accordance with these Terms and Conditions, the Bonds Agent shall before it sends such information to the Bondholders give the Issuer the opportunity to make public such information in accordance with these Terms and Conditions. If the Issuer does not promptly make public such information and the Bonds Agent considers it necessary to make such information public in accordance with paragraph (a) above before it can lawfully send a notice containing such information to the Bondholders, the Bonds Agent shall be entitled to do so.

25. Force Majeure and Limitation of Liability

- (a) Neither the Bonds 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 or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Bonds Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- (b) The Issuing Agent shall have no liability to the Bondholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct on the part of the Issuing Agent.
- (c) Should a Force Majeure Event arise which prevents the Bonds 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.
- (d) The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Book-Entry System Act which provisions shall take precedence.

26. Governing Law and Jurisdiction

- (a) These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.
- (b) The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) as the court of first instance.

- (c) Paragraphs (a) and (b) above shall not limit the right of the Bonds Agent (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.