

**Ilija Batljan Invest AB (publ)**

as Issuer

**and**

**Nordic Trustee & Agency AB (publ)**

as Agent

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Amendment and Restatement Agreement  
relating to terms and conditions originally  
dated 9 June 2021

15 March 2024

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## **APPENDICES**

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# Amendment and Restatement Agreement

This amendment and restatement agreement (this “**Agreement**”) is dated 15 March 2024 and made between:

- (1) **Ilija Batljan Invest AB (publ)**, a public limited liability company incorporated under the laws of Sweden with Reg. No. 559053-5166 (the “**Issuer**”); and
- (2) **Nordic Trustee & Agency AB**, Reg. No. 556882-1879, as agent on behalf of the Noteholders (the “**Agent**”),

together, the “**Parties**” and each a “**Party**”.

**IT IS AGREED** as follows:

## 1 Background

- 1.1 The Parties have entered into terms and conditions originally dated 9 June 2021, relating to the Issuer’s senior floating rate notes with ISIN SE0016101810 (the “**Terms and Conditions**”);
- 1.2 The Parties wish to amend and restate the terms of the Terms and Conditions on the terms set out in the amended and restated terms and conditions (the “**Amended and Restated Terms and Conditions**”) set out in in Appendix 1 (*Amended and Restated Terms and Conditions*) to this Agreement.

## 2 Definitions and interpretation

### 2.1 Definitions

Unless otherwise defined in this Agreement and provided that the context does not require otherwise, terms defined in the Amended and Restated Terms and Conditions, as applicable, shall have the same meanings when used in this Agreement.

### 2.2 Interpretation

The provisions of Clause 1.2 (*Construction*) in the Amended and Restated Terms and Conditions apply to this Agreement as if they were set out in full in this Agreement, except that where appropriate references to the Amended and Restated Terms and Conditions are to be construed as references to this Agreement.

## 3 Amendment and restatement

- 3.1 With effect from the day of this Agreement, the Terms and Conditions shall be amended and restated as set out in Appendix 1 (*Amended and Restated Terms and Conditions*), so that the rights and obligations of the parties to the Terms and Conditions shall, on and from that date, be governed by and construed in accordance with the provisions of the Amended and Restated Terms and Conditions.
- 3.2 The Issuer shall, following the execution of such amendment and restatement, procure that the duly executed Amended and Restated Terms and Conditions are registered with the CSD.

3.3 With effect from the day of this Agreement, any reference in the Finance Documents to the “Terms and Conditions” shall be construed as a reference to the Amended and Restated Terms and Conditions.

3.4 Except as amended by this Agreement, each Finance Document will remain in full force and effect.

## **4 Miscellaneous**

4.1 The Parties designate this Agreement as a Finance Document for the purposes of the Amended and Restated Terms and Conditions.

4.2 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were in a single copy of this Agreement.

## **5 Governing law and jurisdiction**

5.1 This Agreement and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.

5.2 The courts of Sweden shall have exclusive jurisdiction over matters arising out of or in connection with this Agreement. The Stockholm District Court (Sw. *Stockholms tingsrätt*) shall be the court of first instance.

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*Signature page follows*

This Agreement has been duly executed on the date first stated at the beginning of this Agreement.

**The Issuer**

**Ilija Batljan Invest AB (publ)**  
in its capacity as Issuer



By: ILIJA BATLIJAN

By: \_\_\_\_\_

**The Agent**

**Nordic Trustee & Agency AB (publ)**  
in its capacity as Agent, acting for and on behalf of the Noteholders

By: \_\_\_\_\_

By: \_\_\_\_\_

This Agreement has been duly executed on the date first stated at the beginning of this Agreement.

**The Issuer**

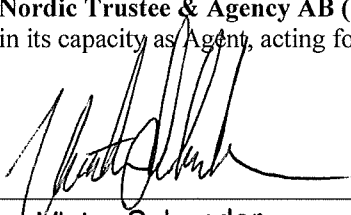
**Ilija Batljan Invest AB (publ)**  
in its capacity as Issuer

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**The Agent**

**Nordic Trustee & Agency AB (publ)**  
in its capacity as Agent, acting for and on behalf of the Noteholders

  
\_\_\_\_\_  
By: Victor Schander

\_\_\_\_\_  
By:

**Amended and Restated Terms and Conditions**

*[Attached separately]*



**Ilija Batljan Invest AB (publ)**

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Terms and Conditions for  
SEK 1,350,000,000  
Senior Unsecured  
Floating Rate and PIK Interest Green Notes  
2021/2026

ISIN: SE0016101810

Originally dated 9 June 2021 and as amended and  
restated on 15 March 2024



## **Selling Restrictions**

No action is being taken that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.

## **Privacy Notice**

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

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

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

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

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

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

The Issuer's, the Issuing Agent's and the Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites [www.ilijabatljaninvest.com](http://www.ilijabatljaninvest.com), [www.nordea.com](http://www.nordea.com) and [www.nordictrustee.com](http://www.nordictrustee.com).

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# TERMS AND CONDITIONS

## 1 Definitions and construction

### 1.1 Definitions

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

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

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

“**Accrued PIK Interest**” means at any time, the sum of the PIK Interest accrued and capitalised pursuant to Clause 8.2 (*Interest from the Interest Rate Switch Date*) on each Note, less an amount equal to the PIK Interest accrued and capitalised on that Note and which has been repaid in connection with a an amortisation of that Note pursuant to Clause 9.6 (*Mandatory amortisation due to a SBB Shares Disposal Event*).

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

“**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 Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and an agent, regarding, *inter alia*, the remuneration payable to the Agent.

“**Agent**” means Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, or another party replacing it as agent, in accordance with these Terms and Conditions.

“**Base Rate**” mean STIBOR (3 months) or any reference rate replacing STIBOR.

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

“**Business Day**” means a day in Sweden other than a Saturday or Sunday or other public holiday. Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

**“Business Day Convention”** means:

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

**“Cash”** means immediately available funds in bank or postal accounts.

**“Change of Control”** means the occurrence of an event or series of events whereby the Shareholder ceases to own and have the right to vote as he or it sees fit for one-hundred (100) per cent of the total number of shares and votes in the Issuer.

**“Compliance Certificate”** means a certificate, substantially in the form set out in Schedule 2 (*Form of Compliance Certificate*) and reasonably satisfactory to the Agent.

**“CSD”** means the Issuer’s central securities depository and registrar in respect of the Notes, from time to time, initially Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

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

**“Event of Default”** means an event or circumstance specified in Clause 12 (*Events of Default*).

**“Extended Final Maturity Date”** means 20 January 2026.

**“Existing Shareholder Loan”** means the SEK 100,000,000 loan provided by Ilija Batljan as creditor to the Issuer as debtor pursuant to a loan agreement originally dated 30 September 2023, which is subject to the terms and conditions of the Subordination Agreement.

**“Finance Documents”** means these Terms and Conditions, the Subordination Agreement and any Compliance Certificate and any other document designated by the Issuer and the Agent as a Finance Document.

**“Financial Indebtedness”** means:

- (a) monies borrowed (including under any bank financing);
- (b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument (including Market Loans);

- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against or benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) without double-counting, liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

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

“**Financial Report**” means the annual audited consolidated financial statements of the Group, the quarterly interim unaudited consolidated financial statements of the Group or the year-end report (Sw. *bokslutskommuniké*), in each case prepared in accordance with the Accounting Principles, which shall be prepared and made available according to Clause 10.1.1 (a) and (b).

“**Financial Year**” means the annual accounting period of the Issuer.

“**Force Majeure Event**” has the meaning set forth in Clause 26.1.

“**Green Note Framework**” means the Issuer’s framework for green notes from time to time.

“**Group**” means the Issuer and each of the Issuer’s direct and indirect Subsidiaries from time to time (each a “**Group Company**” and all together the “**Group**”).

“**Health Runner**” means Health Runner AB (Reg. No. 556744-1745).

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

“**Ilija Batljan Invest Fast 1**” means Ilija Batljan Invest Fast 1 AB (Reg. No: 559243-1000).

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

“**Insolvent**” means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or

substantially all of its creditors (other than the Noteholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (Sw. lag (2022:964) om företagsrekonstruktion) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 8.1 to 8.1.3.

“**Interest Payment Date**” means, subject to Clause 8.2 (*Interest from the Interest Rate Switch Date*), 15 March, 15 June, 15 September and 15 December of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 15 September 2021 and the last Interest Payment Date shall be the relevant Redemption Date.

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

“**Interest Rate**” means:

- (a) from the period from (but excluding) the Issue Date to (and including) the Interest Rate Switch Date, the Base Rate plus 3.25 per cent. *per annum*; and
- (b) for the period from (but excluding) the Interest Rate Switch Date, the PIK Interest.

“**Interest Rate Switch Date**” means 15 December 2023, or such other Business Day communicated by the Issuer following the required registrations with the CSD.

“**Issue Date**” means 15 June 2021.

“**Issuer**” means Ilija Batljan Invest AB (publ), a limited liability company incorporated under the laws of Sweden with Reg. No. 559053-5166.

“**Issuing Agent**” means Nordea Bank Abp, filial i Sverige, Reg. No. 516411-1683, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions and the CSD Regulations.

“**Listing Failure**” means a situation where:

- (a) the Notes have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) within one hundred eighty (180) days after the Issue Date; and
- (b) at any time after the Notes have been admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market), the Notes cease to be listed on the sustainable bond list of Nasdaq Stockholm (or such other Regulated Market), however subject to and taking into account the rules and regulations of Nasdaq Stockholm (or such other applicable Regulated Market) and the CSD (as

amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes.

“**Loan to Value**” means, at any time, expressed as a percentage, the ratio of:

- (a) the outstanding Financial Indebtedness of the Group (excluding guarantees and similar arrangements as well as any intra group loans) less Cash and cash equivalent investments of the Group at the relevant Test Date; to
- (b) the Total Assets at the relevant Test Date.

“**Market Loan**” means any loan or other indebtedness, listed or which can be listed on a Regulated Market, a multilateral trading facility or an organised trading facility (as defined in Directive 2014/65/EU on markets in financial instruments), where an entity issues convertibles, subordinated debentures, bonds, notes or other debt securities (however defined) (including, for the avoidance of doubt, medium term note programmes and other market funding programmes).

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

“**Nominal Amount**” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been amortised pursuant to Clause 9.6 (*Mandatory amortisation due to a SBB Shares Disposal Event*).

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

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

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

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

“**Original Final Maturity Date**” means the date falling three and a half (3.5) years after the Issue Date, being 15 December 2024.

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

“**PIK Interest**” means 12.00 per cent. *per annum*.

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

relevant Redemption Date if a redemption or repurchase pursuant to Clause 9 (*Redemption, Amortisation and Repurchase of the Notes*) occurs prior to or after the scheduled Interest Rate Switch Date). A PIK Interest Period shall not be adjusted due to an application of the Business Day Convention.

“**Properties**” means all real properties and site leasehold rights owned by any member of the Group from time to time.

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

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

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

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

“**SBB**” means Samhällsbyggnadsbolaget i Norden AB (publ), Swedish Reg. No. 556981-7660.

“**SBB Shares**” means the shares issued by SBB and owned by the Issuer or another Group Company from time to time.

“**SBB Shares Disposal Event**” means an event whereby SBB Shares held by the Issuer or a Group Company are sold or otherwise disposed of following the Issue Date.

“**SBB Shares Disposal Proceeds**” means any proceeds received by the Issuer (or a Group Company as the case may be) from a disposal of SBB Shares held by it in connection with a SBB Shares Disposal Event after repaying any financial indebtedness secured by such SBB Shares (to the extent such security is permitted pursuant to these Terms and Conditions) and after deducting transaction costs.

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

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

“**Shareholder**” means:



- (a) Ilija Batljan, personal ID no. 670723-0253, or his children, siblings or nephews or any spouse of any of the beforementioned persons;
- (b) any trust, foundation or similar legal entity in which one or more of the persons under (a) above is or are the sole beneficiary(ies); or
- (c) any other company, limited partnership or other legal entity which, directly or indirectly, is controlled by one or more of the persons under (a) above where control, direct or indirect, shall be present if one or more of the persons under (a) and (b) above alone or jointly have the right to cast one hundred (100) percent of the votes at the annual general meeting of the shareholders or equivalent governing body or own one hundred (100) percent or more of the economic rights of a such company, limited partnership or other entity.

**“Shareholder Loan”** means the Existing Shareholder Loan any future Financial Indebtedness owing to a shareholder of the Group.

**“STIBOR”** means:

- (a) the applicable percentage rate per annum of the Stockholm interbank offered rate for STIBOR fixing administered and calculated by Swedish Financial Benchmark Facility AB and displayed on the appropriate Reuters screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no rate as described in (a) is available for the relevant Interest Period, the rate determined by the Issuing Agent by interpolation between the two closest rates displayed on the appropriate Reuters screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor;
- (c) if no rate as described in (b) is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no quotation is available pursuant to paragraph (c), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period.

**“Subordinated Debt”** means any loan incurred by a Group Company, if such loan:

- (a) pursuant to a subordination agreement entered into with the Agent, is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date.

“**Subordination Agreement**” means the subordination agreement entered into between Ilija Batljan, the Issuer and the Agent, pursuant to which the Existing Shareholder Loan and any future Shareholder Loan is subordinated to the obligations of the Issuer under the Finance Documents.

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

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

“**Swedish Kronor**” and “**SEK**” means the lawful currency of Sweden.

“**Test Date**” the last Business Day of each period to which each Financial Report relates to.

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

“**Total Nominal Amount**” means the total aggregate Nominal Amount of the Notes outstanding at the relevant time.

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

## 1.2 Construction

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

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (d) an Event of Default is continuing if it has not been remedied or waived;
- (e) a provision of law is a reference to that provision as amended or re-enacted; and
- (f) a time of day is a reference to Stockholm time.

1.2.2 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business

Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.

- 1.2.3 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.
- 1.2.4 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.
- 1.2.5 The selling restrictions, the privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Noteholders and the Agent.

## **2 Status of the Notes**

- 2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.
- 2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.
- 2.3 The initial nominal amount of each Note is SEK 1,250,000 (the “**Initial Nominal Amount**”). All Notes are issued on a fully paid basis at an issue price of 100 per cent. of the Initial Nominal Amount.
- 2.4 The Notes constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law.
- 2.5 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.6 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

### **3 Use of proceeds**

The Issuer shall apply the net proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, in accordance with the Issuer's Green Finance Framework.

### **4 Conditions for settlement of the Notes**

4.1 The Issuer shall provide to the Agent no later than two (2) Business Days prior to the Issue Date (or such shorter period as agreed by the Agent) the documents and other evidence set out in Schedule 1 (*Conditions Precedent for Settlement of Notes*).

4.2 The Agent may assume that the documentation delivered to it pursuant to Clauses 4.1 is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify or assess the contents of any such documentation. The documentation and evidence delivered to the Agent pursuant to Clauses 4.1 are not reviewed by the Agent from a legal or commercial perspective of the Noteholders.

4.3 The Agent shall immediately confirm in writing to the Issuing Agent when the conditions in Clauses 4.1 have been fulfilled to the satisfaction of the Agent (acting reasonably), after which the Issuing Agent shall procure the settlement of the Notes and transfer the proceeds to an account as instructed by the Issuer.

### **5 Notes in book-entry form**

5.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Noteholders and their holdings of Notes.

5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

5.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Notes. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.

5.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Notes.

5.5 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Notes. The

Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

- 5.6 The Issuer may use the information referred to in Clause 5.3 and 5.5 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

## **6 Right to act on behalf of a Noteholder**

- 6.1 If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and authorising such person.
- 6.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and it may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 6.3 The 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 Clause 6.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

## **7 Payments in respect of the Notes**

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

- 7.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

## **8 Interest**

### **8.1 Interest up to the Interest Rate Switch Date**

- 8.1.1 Each Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the Interest Rate Switch Date.
- 8.1.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 8.1.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

### **8.2 Interest from the Interest Rate Switch Date**

- 8.2.1 Each Note carries Interest at the PIK Interest applied to the Nominal Interest Amount, from (but excluding) the Interest Rate Switch Date up to (and including) the relevant Redemption Date.
- 8.2.2 PIK Interest accrues during a PIK Interest Period and shall be capitalised yearly on each anniversary of the Interest Rate Switch Date, and should the relevant Redemption Date occur prior to or after the scheduled Interest Rate Switch Date then the PIK Interest shall be calculated and deemed to be capitalised on such Redemption Date. Subject to Clause 8.2.5, all Accrued PIK Interest shall be paid in full on the Extended Final Maturity Date.
- 8.2.3 PIK Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).
- 8.2.4 All Accrued PIK Interest and any PIK Interest accruing during the current PIK Interest Period shall become immediately payable if all amounts due in respect of the Notes shall be immediately due and payable under Clause 12 (*Events of Default*) or if the Notes are redeemed in accordance with Clause 9 (*Redemption, Amortisation and Repurchase of the Notes*).
- 8.2.5 For each PIK Interest Period, the Issuer shall calculate and provide information on the Nominal Interest Amount to the Agent where such information on calculation for a PIK Interest Period shall be provided to the Agent each anniversary of the Interest Rate Switch Date. Before any redemption and/or partial prepayment of the Notes, the Issuer shall provide the CSD with such calculations, in accordance with the applicable rules and regulations of the CSD in order to establish with the CSD the correct amount to be redemption and/or partial prepayment of the Notes under these Terms and Conditions.

### **8.3 Default Interest**

8.4 If the Issuer fails to pay or capitalise (as applicable) any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the earlier of (i) the date of actual payment and (ii) the date of actual capitalisation (as applicable), at a rate which is two (2) percentage units higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

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

### **9.1 Redemption at maturity**

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

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

The Issuer or any Group Company may, subject to applicable law, at any time and at any price purchase Notes on the market or in any other way at prices aligned with current market prices of the Notes (traded or quoted). The Notes held by the Issuer or any Group Company may at such Group Company's discretion be retained or sold but not cancelled, except (in relation to the Issuer) in connection with a redemption in full or repurchase by the Issuer of all outstanding Notes not already held by the Issuer.

### **9.3 Early redemption (call option)**

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

- (a) any time from but excluding the Issue Date to, but excluding, the first Business Day falling thirty-nine (39) months after the Issue Date at an amount per Note equal to 100 per cent. of the Nominal Amount plus all remaining coupon payments until the Original Final Maturity Date (calculated at the Interest Rate applicable on the relevant Redemption Date), together with any accrued (but unpaid) Interest; and
- (b) provided that the Notes are, in whole or in part, refinanced by the Issuer taking up one or several new Market Loans, any time from and including the first Business Day falling thirty-nine (39) months after the Issue Date to, but excluding, the Extended Final Maturity Date at an amount per Note equal to 100 per cent. of the Nominal Amount, together with accrued but unpaid Interest.

9.3.2 The Issuer shall give notice to the Noteholders and the Agent of any redemption pursuant to Clause 9.3.1 no later than twenty (20) Business Days prior to the Redemption Date, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. A notice of redemption in accordance with Clause 9.3.1 is irrevocable but may contain one or more

conditions precedent, and on the Redemption Date specified in such notice, the Issuer is bound to redeem the Notes in full at the applicable amounts on the specified Redemption Date (subject to satisfaction of any conditions precedent (if relevant)).

#### **9.4 Early redemption due to illegality (call option)**

9.4.1 The Issuer may redeem all, but not only some, of the outstanding Notes at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

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

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

#### **9.5 Mandatory repurchase due to a Change of Control Event or a Listing Failure (put option)**

9.5.1 Upon the occurrence of a Change of Control Event or a Listing Failure, each Noteholder shall have the right to request that all, or only some, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of thirty (30) Business Days following a notice from the Issuer of the Change of Control Event or a Listing Failure pursuant to Clause 10.1.3 (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of a Change of Control Event or a Listing Failure.

9.5.2 The notice from the Issuer pursuant to Clause 10.1.3 shall specify the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a person designated by the Issuer, shall repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 10.1.3. The Redemption Date must fall no later than sixty (60) Business Days after the end of the period referred to in Clause 9.5.1.

9.5.3 If Noteholders representing more than 90 per cent. of the Adjusted Nominal Amount have requested that Notes held by them are repurchased pursuant to this Clause 9.5, the Issuer shall send a notice to the remaining Noteholders, if any, giving them a further opportunity to request that Notes held by them be repurchased on the same terms during a period of thirty (30) Business Days from the date such notice is effective. Such notice shall specify the Redemption Date, the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date and also include



instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a person designated by the Issuer, shall repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to this Clause 9.5.3. The repurchase date must fall no later than sixty (60) Business Days after the end of the period of thirty (30) Business Days referred to in this Clause 9.5.3.

9.5.4 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.5 by virtue of the conflict.

9.5.5 Any Notes repurchased by the Issuer pursuant to this Clause 9.5 may at the Issuer's discretion be retained or sold but not cancelled.

## **9.6 Mandatory amortisation due to a SBB Shares Disposal Event**

9.6.1 Upon the occurrence of a SBB Shares Disposal Event, the Issuer shall use the SBB Shares Disposal Proceeds to amortise Notes, any other Market Loans and any bank financing issued and/or incurred (as applicable) by the Issuer that are not subordinated to the Notes (if any) on a *pro rata* basis, whereby the Nominal Amount of each Note will be reduced.

9.6.2 The Issuer shall within three (3) Business Days notify the Noteholders of the SBB Shares Disposal Event. The notice from the Issuer shall specify the amortisation date which shall fall on the next following Interest Payment Date, unless such Interest Payment Date falls within ten (10) Business Days after the SBB Shares Disposal Event in which case the amortisation date shall fall on the next thereafter following Interest Payment Date (the "**Amortisation Date**") and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on the Amortisation Date. The Issuer shall amortise the relevant Notes and the amortisation amount shall fall due on the Amortisation Date specified in the notice given by the Issuer pursuant to this Clause. The Issuer shall amortise each Note at the applicable amount on the specified Amortisation Date. The applicable amount shall be an even amount in Swedish Kronor and rounded down to the nearest SEK 1.

## **9.7 Voluntary partial redemption**

9.7.1 The Issuer may on one or more occasions amortise Notes on a *pro rata* basis, whereby the Nominal Amount of each Note will be reduced.

9.7.2 Partial redemption in accordance with Clause 9.7.1 shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be satisfied prior to the Record Date. Upon fulfilment of the conditions precedent (if any), the Issuer shall redeem each Note in part at the applicable amount on

the specified Redemption Date. The applicable amount shall be an even amount in Swedish Kronor and rounded down to the nearest SEK 1.

## **10 Information to Noteholders**

### **10.1 Information from the Issuer**

10.1.1 The Issuer will make the following information available to the Noteholders (by way of press release and by publication on the website of the Issuer):

- (a) as soon as the same become available, but in any event within six (6) months after the end of each financial year, commencing with the financial year 2021, its audited consolidated Financial Report of the Group for that financial year and the audited unconsolidated financial report of the Issuer for that financial year;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter, commencing with the second calendar quarter 2021, its quarterly interim unaudited consolidated Financial Report of the Group and the quarterly interim unaudited unconsolidated financial report of the Issuer;
- (c) any other information required by the Swedish Securities Markets Act and the rules and regulations of the Regulated Market on which the Notes are admitted to trading (as relevant); and
- (d) any information which could reasonably be expected to affect the pricing of the Notes.

10.1.2 The reports referred to in Clause 10.1.1(a) and Clause 10.1.1(b) shall be prepared in accordance with IFRS and shall include a profit and loss account and a balance sheet. In addition, each of the Financial Reports shall include a cash flow statement and a management commentary or report from the Issuer's board of directors.

10.1.3 The Issuer shall immediately notify the Agent (and in respect of a Change of Control Event or a Listing Failure, also the Noteholders) (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, a Change of Control Event or a Listing Failure or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

10.1.4 A notice pursuant to Clause 10.1.3 may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such a Change of Control Event.

10.1.5 When the Financial Reports and other information are made available to the Noteholders pursuant to Clause 10.1.1, the Issuer shall send copies of such Financial Reports and other information to the Agent. Together with the Financial Reports delivered pursuant to Clause 10.1.1, and whenever the Agent in its sole discretion (acting reasonably) so

desires, the Issuer shall submit to the Agent a Compliance Certificate and, if relevant, attaching copies of any notices sent to the Regulated Market on which the Notes are admitted to trading.

## **10.2 Information from the Agent**

The Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

## **10.3 Information among Noteholders**

Upon request by a Noteholder, but subject to applicable laws and regulations and applicable non-disclosure agreements, the Agent shall promptly distribute to the Noteholders any information from such Noteholder which relates to the Notes. The Agent may require that the requesting Noteholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed.

## **10.4 Publication of Finance Documents**

10.4.1 The latest versions of the Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

10.4.2 From the date the Notes are admitted to trading on a Regulated Market, the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

## **11 General Undertakings**

### **11.1 Disposals**

11.1.1 The Issuer shall not, and shall ensure that no other Group Company will, 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 all or a substantial part of the assets or operations of the Group where such disposal is reasonably likely to have an adverse effect on the ability of the Issuer to perform its payment obligations under the Finance Documents. In addition, the Issuer shall not, and shall ensure that no other Group Company will, divest of any SBB Shares held by it unless the Issuer amortises principal on the Notes as set out in Clause 9.6 (*Mandatory amortisation due to a SBB Shares Disposal Event*).

11.1.2 Subject to Clause 11.1.1, the Issuer shall use reasonable efforts to divest non-core assets (subject to commercially justified terms) and apply the net proceeds from any such divestment to amortises on the Notes and any bank financing issued and/or incurred (as applicable) by the Issuer that are not subordinated to the Notes (if any) on a *pro rata* basis, as set out in Clause 9.7 (*Voluntary partial redemption*) and/or repurchase Notes as set out in Clause 9.2 (*Purchase of Notes by the Issuer and any other Group Company*).

- 11.1.3 Any disposal made pursuant to this Clause 11.1 (*Disposals*) shall be carried out at fair market value and on arm's length terms, provided that the Issuer shall:
- (a) in connection with any divestment of shares in Ilija Batljan Invest Fast 1 (if any), send to the Agent a valuation report issued by a reputable and independent third-party appraiser evidencing that the sale price was at fair market value; and
  - (b) in connection with any divestment of securities which are listed on a Regulated Market or an MTF in an amount exceeding SEK 100,000,000, send to the Agent a certificate issued by the Issuer confirming that such securities are divested at market price.

## **11.2 Market Loans**

The Issuer shall not, and shall ensure that no other Group Company will, issue any Market Loans other than

- (a) any Market Loan which constitutes Subordinated Debt; or
- (b) any Market Loan incurred for the purpose of refinancing the Notes in full, provided that the net proceeds of such Market Loan are kept on an escrow account until such refinancing is made.

## **11.3 Negative pledge**

11.3.1 Subject to Clauses 11.3.2 and 11.3.3 below, the Issuer shall not, and shall procure that each of Ilija Batljan Invest Fast 1 and Health Runner do not, create or allow to subsist, retain, provide, prolong or renew any security over any of its assets.

11.3.2 Clause 11.3.1 above shall not apply to any security existing on the date of these Terms and Conditions.

11.3.3 Clause 11.3.1 above shall, with respect to Ilija Batljan Invest Fast 1, only apply as long as (subject to Clause 11.1 (*Disposals*)) Ilija Batljan Invest Fast 1 is:

- (a) prior to any merger between the Issuer and Health Runner pursuant to Clause 11.9.2, a joint venture jointly controlled by the Issuer and Health Runner; or
- (b) a Subsidiary of the Issuer.

## **11.4 Investments**

Prior to the making of any acquisitions of or investments in any asset (other than in respect of notes issued by the Issuer, and any repurchase or redemption thereof in accordance with the applicable terms and conditions), the Issuer shall procure requisite consent from the requisite majority of Noteholders in accordance with these Terms and Conditions.

## **11.5 Repurchase of Notes by the Issuer**

- (a) The Issuer shall have repurchased Notes in a total aggregate Nominal Amount of no less than SEK 300,000,000 by no later than the date falling six (6) months from the date on which the Issuer's Written Procedure, initiated on 27 February 2024,

has been approved by the Noteholders. Any Notes repurchased pursuant to this Clause 11.5 may not be resold.

- (b) The Issuer shall confirm the satisfaction of the above paragraph (a) by way of press release on the website of the Issuer.

## **11.6 Compliance with laws**

The Issuer shall, and the Issuer shall ensure that the Group Companies, (i) comply in all material respects with all laws and regulations applicable from time to time, including but not limited to the rules and regulations of Nasdaq Stockholm or any other Regulated Market that may be applicable to the Issuer from time to time, and (ii) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company.

## **11.7 Dealings with Related Parties**

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

## **11.8 Loans out**

The Issuer shall not, and the Issuer shall ensure that no Group Company will, provide any loan or credit to any party, other than any loan or credit to another Group Company which is subordinated under the Subordination Agreement.

## **11.9 Merger**

11.9.1 The Issuer shall not, and shall procure that no Group Company will, enter into any amalgamation, demerger, merger, consolidation, unless (i) between Group Companies (other than the Issuer), or (ii) between the Issuer and a Group Company or any other company, if such amalgamation, demerger, merger, consolidation is reasonably likely to have an adverse effect on the ability of the Issuer to perform its payment obligations under the Finance Documents, and provided that the Issuer is the surviving entity.

11.9.2 The Issuer shall procure that Health Runner is merged with the Issuer (with the Issuer being the surviving entity) by no later than 31 December 2024.

## **11.10 Change of Business**

The Issuer shall procure that no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on at the Issue Date.

## **11.11 Pari Passu Ranking**

The Issuer shall ensure that at all times its obligations under the Terms and Conditions rank at least *pari passu* with the claims of all its other unsubordinated and unsecured

creditors, except those whose claims are mandatorily preferred by laws of general application.

## **11.12 Maintenance of Properties**

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

## **11.13 Insurance**

The Issuer shall, and shall procure that each other Group Company, will keep the Properties insured to an extent which is customary for similar properties on the Swedish market with one or more reputable insurers. The insurance cover shall, *inter alia*, include full value insurance and third party liability insurances.

## **11.14 Dividends**

11.14.1 Subject to Clause 11.14.2 below, the Issuer shall not, and shall procure that no other Group Company will:

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution);
- (b) repurchase any of its own shares or pay interest or principal under subordinated hybrid notes;
- (c) repay any principal on the Existing Shareholder Loan or pay any capitalised, accrued or deferred (as applicable) interest thereunder; or
- (d) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer (whether in cash or in kind) on or in respect of its share capital attributable to common shares or preference shares (or any class of its share capital attributable to common shares or preference shares)

(the payments and value transfers set out in paragraphs (a) – (d) above are together and individually referred to as a “**Distribution**”).

11.14.2 Notwithstanding Clause 11.14.1 above, a Distribution may be made if at the time of the payment:

- (a) if such payment is made to the Issuer or another Group Company but, if made by a Group Company other than the Issuer which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis; and
- (b) if made by the Issuer, if such Distribution constitutes payment of principal or interest under Hybrid Instruments in connection with a refinancing in part or in full of such Hybrid Instruments financed by an issuance of new Hybrid Instruments or an equity injection in cash by way of a share issue in the Issuer or an unconditional shareholder contribution to the Issuer.

## **11.15 Valuation**

The Issuer shall procure that a valuation of the Properties is prepared by a reputable external property appraiser appointed by the Issuer each Financial Year (on a rolling twelve (12) months basis), which shall be reflected in good faith and in accordance with the Group's valuation policy in the value of the Properties in the following Financial Reports.

## **11.16 Financial Covenants**

### **11.16.1 Maintenance Test**

The Loan to Value shall not exceed sixty-five (65) per cent. at any time and shall be tested and measured from the Issue Date on each Test Date with the first Test Date being 30 June 2021.

## **11.17 Admission to trading**

11.17.1 The Issuer shall ensure that the Notes are admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) within twelve (12) months after the Issue Date.

11.17.2 Following an admission to trading, the Issuer shall ensure that the Notes continue being listed thereon (however, subject to and taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes and taking into account that if the Notes are listed on another Regulated Market than Nasdaq Stockholm, the Issuer may always apply for a change of listing to Nasdaq Stockholm).

## **11.18 Undertakings relating to the Agency Agreement**

11.18.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

11.18.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

## **11.19 Undertakings relating to the CSD**

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

## **11.20 Green Note Framework**

The Issuer shall maintain a Green Note Framework and shall ensure that the proceeds from any issuance of Notes is used in accordance with the Green Note Framework applicable from time to time.

## **11.21 Financial Indebtedness**

- (a) Subject to paragraph (b) and (c) below, the Issuer shall not (and shall procure that no member of the Group, Ilija Batljan Invest Fast 1 or Health Runner will) incur, maintain, prolong or renew any Financial Indebtedness.
- (b) Paragraph (a) does not apply to:
  - (i) Subordinated Debt;
  - (ii) any Financial Indebtedness existing on the date of these Terms and Conditions; or
  - (iii) any new Financial Indebtedness which (A) is used to refinance Financial Indebtedness referred to in paragraph (ii) above and (B) is approved by beneficial owners of Notes (such ownership to be evidenced by proof of ownership from the direct registered Noteholder) (save for any Group Company or Affiliates) representing more than 50 per cent. of the Adjusted Nominal Amount.
- (c) Paragraph (a) above shall, with respect to Ilija Batljan Invest Fast 1, only apply as long as (subject to Clause 11.1 (*Disposals*)) Ilija Batljan Invest Fast 1 is:
  - (i) prior to any merger between the Issuer and Health Runner pursuant to Clause 11.9.2, a joint venture jointly controlled by the Issuer and Health Runner; or
  - (ii) a Subsidiary of the Issuer.

## **12 Events of Default**

Each of the events or circumstances set out in Clauses 12.1 to 12.9 is an Event of Default.

### **12.1 Non-Payment**

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

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

### **12.2 Other obligations**

The Issuer or any other person (other than the Agent) does not comply with any terms or conditions of the Finance Documents to which it is a party (other than those terms referred to in Clause 12.1), unless the non-compliance:

- (a) is capable of remedy; and



- (b) is remedied within twenty (20) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance.

Notwithstanding paragraph (a) and (b) above, any failure to comply with the undertakings set out in Clause 11.18 (*Green Note Framework*) or Clause 3 (*Use of proceeds*) above shall not constitute an Event of Default under any circumstance.

### **12.3 Misrepresentation**

Any representation or statement made or deemed to be made by a Group Company in the Finance Documents or any other document delivered by or on behalf of any Group Company under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

### **12.4 Impossibility or illegality**

It is or becomes impossible or unlawful for any Group Company (or, in respect of the Subordination Agreement, Ilija Batljan) to perform any of its obligations under the Finance Documents or any Finance Documents is not, or ceases to be, legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Noteholders under the Finance Documents.

### **12.5 Insolvency**

Any Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent.

### **12.6 Insolvency proceedings**

12.6.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group, other than a solvent liquidation or reorganisation of any Group Company which is not the Issuer;
- (b) the appointment of a liquidator, receiver, administrative receiver, administrator or other similar officer in respect of any member of the Group or any of its assets, other than in connection with a solvent liquidation or reorganisation of any Group Company which is not the Issuer; or
- (c) enforcement of any Security over any assets of any member of the Group, or any analogous procedure or step is taken in any jurisdiction, where the amount of such Security exceeds SEK 30,000,000 or the equivalent of any other currency.

12.6.2 Clause 12.6.1 shall not apply to any corporate action, legal proceedings or other procedure or step taken which is frivolous or vexatious and is discharged, stayed or dismissed within thirty (30) days of commencement.

## **12.7 Creditors' process**

Any expropriation, attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, which affects any asset of a Group Company having an aggregate value of SEK 30,000,000 and is not discharged within sixty (60) calendar days.

## **12.8 Cross acceleration**

Any Financial Indebtedness of the Issuer or a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity, as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph 12.8 if the aggregate amount of Financial Indebtedness is less than SEK 30,000,000 (or its equivalent in any other currency).

## **12.9 Cessation of business**

Any Group Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business, except (a) any amalgamation, demerger, merger, consolidation not prohibited by Clause 11.9 (*Merger*) or (b) if the Group Company suspending or ceasing to carry on its business is not the Issuer and such suspension or cessation of business is not reasonably likely to have an adverse effect on the ability of the Issuer to perform its payment obligations under the Finance Documents.

## **13 Acceleration of the Notes**

13.1 Upon the occurrence of an Event of Default, and for as long as such event is continuing, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 13.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

13.2 The Agent may not accelerate the Notes in accordance with Clause 13.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).

13.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*). The

Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.

- 13.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 13.5 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is 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.
- 13.6 In the event of an acceleration of the Notes in accordance with this Clause 13, the Issuer shall redeem all Notes at an amount per Note equal to the amount payable per Note in connection with a redemption pursuant to Clause 9.3.1 for the relevant period plus accrued but unpaid interest.

## **14 Distribution of Proceeds following an Acceleration**

- 14.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 13 (*Acceleration of the Notes*) shall be distributed in the following order of priority, in accordance with the instructions of the Agent:
- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the other Finance Documents (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes or the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2.5, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.15, together with default interest in accordance with Clause 8.4 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
  - (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
  - (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
  - (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 8.4 on delayed payments of Interest and repayments of principal under the Notes.

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

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

## **15 Decisions by Noteholders**

- 15.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 15.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 15.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 15.4 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 15.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer shall upon request provide the convening Noteholder(s) with the information available in the debt register kept by the CSD in respect of the Notes in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be.

- 15.5 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 16.1 or (ii) instigate a Written Procedure by sending communication in accordance with Clause 17.1, in both cases with a copy to the Agent. After a request from the Noteholders pursuant to Clause 20.4.3, 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 Noteholders' Meeting in accordance with Clause 16.1. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and shall, on the request of the Agent, append information from the Agent together with the notice or the communication.
- 15.6 Only a person who is registered as a Noteholder, or who has been provided with a power of attorney pursuant to Clause 6 (*Right to act on behalf of a Noteholder*) from a person who is registered as a Noteholder at the following times:
- (a) on the Business Day specified in the notice pursuant to Clause 16.2, in respect of a Noteholders' Meeting, or
  - (b) on the Business Day specified in the communication pursuant to Clause 17.2, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the definition of Adjusted Nominal Amount. Such Business Day specified pursuant to (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.
- 15.7 The following matters shall require the consent of Noteholders representing at least two thirds (2/3) of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.2:
- (a) a change to the terms of any of Clause 2.1, and Clauses 2.4 to 2.6;
  - (b) a change to the Interest Rate or the Nominal Amount;
  - (c) a change to the terms for the distribution of proceeds set out in Clause 14 (*Distribution of Proceeds following an Acceleration*);
  - (d) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15 (*Decisions by Noteholders*);
  - (e) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
  - (f) consent for the making of an investment pursuant to Clause 11.4 (*Investments*);
  - (g) a change to the terms of Clause 11.14 (*Dividends*);
  - (h) a mandatory exchange of the Notes for other securities; and
  - (i) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 13 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

- 15.8 Any matter not covered by Clause 15.7 shall require the consent of Noteholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 18.1(a) or (b)) and an acceleration of the Notes.
- 15.9 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.7, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
  - (b) if in respect of a Written Procedure, reply to the request.
- If quorum exists for some but not all of the matter to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matter for which a quorum exists.
- 15.10 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 16.1) or initiate a second Written Procedure (in accordance with Clause 17.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal has not been withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 15.10, the date of request of the second Noteholders' Meeting pursuant to Clause 16.1 or second Written Procedure pursuant to Clause 17.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 15.9 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 15.11 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 15.12 A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 15.13 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 15.14 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders

that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.

- 15.15 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 15.16 If a decision shall be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Note is owned by a Group Company or an Affiliate.
- 15.17 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each person registered as a Noteholder on the date referred to in Clause 15.6(a) or 15.6(b), as the case may be, and also be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

## **16 Noteholders' Meeting**

- 16.1 The Agent shall convene a Noteholders' Meeting as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Noteholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- 16.2 The notice pursuant to Clause 16.1 shall include the (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) day on which a person must be a Noteholder in order to exercise Noteholders' rights at the Noteholders' Meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days after the effective date of the notice.
- 16.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.
- 16.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the

Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

## **17 Written Procedure**

- 17.1 The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Noteholder on the date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the communication is sent.
- 17.2 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Noteholder 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 Noteholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than twenty (20) Business Days from the effective date of communication pursuant to Clause 17.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- 17.3 When consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.7 and 15.8 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.7 and 15.8, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **18 Amendments and Waivers**

- 18.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
- (a) such amendment or waiver is not detrimental to the interest of the Noteholders as a group, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*).
- 18.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 18.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1, 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 10.4 (*Publication of Finance Documents*).



The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

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

## **19 Replacement of Base Rate**

### **19.1 General**

19.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Noteholders in accordance with the provisions of this Clause 19 shall at all times be made by such Independent Adviser, the Issuer or the Noteholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

19.1.2 If a Base Rate Event has occurred, this Clause 19 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of STIBOR.

19.1.3 From (and including) the Interest Rate Switch Date, this Clause 19 shall cease to apply.

### **19.2 Definitions**

In this Clause 19:

“**Adjustment Spread**” means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof determined in accordance with Clause 19.3, to be applied to a Successor Base Rate or an Alternative Base Rate, the objective of which, in each case, shall be to reduce or eliminate, to the fullest extent reasonably practicable, any transfer of economic value from one party to another as a result of a replacement of the Base Rate.

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

“**Base Rate Amendments**” has the meaning set forth in Clause 19.3.5.

“**Base Rate Event**” means that:

- (a) the Base Rate has (i) been permanently or indefinitely discontinued, (ii) ceased to exist or (iii) ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate ceasing to be calculated or administered;
- (b) the Base Rate Administrator ceases to publish the applicable Base Rate permanently or indefinitely and, at that time, no successor administrator has been appointed to continue to publish the Base Rate;
- (c) the supervisor of the Base Rate Administrator (i) has made a public statement stating that the Base Rate is no longer representative of the underlying market or

- (ii) is recommending the usage of a Successor Base Rate for the applicable Base Rate;
- (d) the Base Rate Administrator or its supervisor announces that (i) the Base Rate methodology has changed materially after the Issue Date or (ii) the Base Rate may no longer be used, either generally or in respect of the Notes; or
- (e) it has become unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate.

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

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

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

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

### **19.3 Determination of Base Rate, Adjustment Spread and Base Rate Amendments**

- 19.3.1 Without prejudice to Clause 19.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate or an Alternative Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Adviser to determine a Successor Base Rate or, if there is no Successor Base Rate, an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 19.3.2.
- 19.3.2 If (i) a Base Rate Event has occurred or (ii) a Base Rate Event Announcement has been made and the announced Base Rate Event will occur within six (6) months, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer’s expense, appoint an Independent Adviser to determine, as soon as commercially reasonable, a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating the applicable Base Rate.
- 19.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 19.3.2, the Noteholders shall, if so decided at a Noteholders’ Meeting or by way of Written

Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 19.3.2.

- 19.3.4 The Adjustment Spread determined by the Independent Adviser in accordance with Clause 19.3.1 or 19.3.2, shall be the Adjustment Spread which:
- (a) is formally recommended in relation to the replacement of the Base Rate by any Relevant Nominating Body; or
  - (b) if paragraph (a) above does not apply, the Independent Adviser determines is customarily applied to the relevant Successor Base Rate or Alternative Base Rate (as applicable), in comparable debt capital markets transactions.
- 19.3.5 The Independent Adviser shall also determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or an Alternative Base Rate or to reflect the adoption of such Successor Base Rate or Alternative Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").
- 19.3.6 Provided that a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the applicable Adjustment Spread and any Base Rate Amendments have been determined no later than ten (10) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period.

## **19.4 Interim measures**

- 19.4.1 If a Base Rate Event has occurred but no Successor Base Rate or Alternative Base Rate and Adjustment Spread have been determined at least ten (10) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period, the Interest Rate applicable to the next succeeding Interest Period shall be:
- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
  - (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- 19.4.2 For the avoidance of doubt, Clause 19.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 19.

## **19.5 Notices etc.**

The Issuer shall promptly following the determination by the Independent Adviser of any Successor Base Rate, Alternative Base Rate, Adjustment Spread and any Base Rate Amendments give notice thereof to the Agent, the Issuing Agent and the Noteholders in accordance with Clause 25 (*Notices and Press releases*) and the CSD.

## **19.6 Variation upon replacement of Base Rate**

- 19.6.1 No later than giving the Agent notice pursuant to Clause 19.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer confirming the relevant Successor Base Rate or Alternative Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined in accordance with the provisions of this Clause 19. The Successor Base Rate or Alternative Base Rate, the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any determination, be binding on the Issuer, the Agent, the Issuing Agent and the Noteholders.
- 19.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 19.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Noteholders, without undue delay effect such amendments to these Terms and Conditions as may be required by the Issuer in order to give effect to this Clause 19.
- 19.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 19. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in these Terms and Conditions.

## **19.7 Limitation of liability for the Independent Adviser**

Any Independent Adviser appointed pursuant to Clause 19.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with these Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

## **19.8 Failure to comply**

Failure by the Issuer to comply with the provisions of this Clause 19 shall, for the avoidance of doubt, not constitute a default pursuant to Clause 12 (*Events of Default*) by the Issuer under the Notes or for any other purpose.

## **20 Appointment and Replacement of the Agent**

### **20.1 Appointment of Agent**

- 20.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding up, dissolution, liquidation, company reorganisation or bankruptcy (or its equivalent in any

other jurisdiction) of the Issuer. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

- 20.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.
- 20.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 20.1.4 The 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 Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 20.1.5 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## **20.2 Duties of the Agent**

- 20.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents. The Agent is not responsible for the content, due execution, legal validity, perfection or enforceability of the Finance Documents.
- 20.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall act in the best interest of the Noteholders as a group and carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 20.2.3 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 20.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders 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.
- 20.2.5 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default, (ii) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents or (iii) as otherwise agreed between the Issuer and the Agent. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance

Documents shall be distributed in accordance with Clause 14 (*Distribution of Proceeds following an Acceleration*).

- 20.2.6 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 20.2.7 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 20.2.8 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer or the Noteholders (as applicable), the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 20.2.9 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 20.2.8.
- 20.2.10 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature and the Agent only acts in accordance with the Finance Documents and upon instructions from the Noteholders, unless otherwise set out in the Finance Documents. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Noteholders or any other person.
- 20.2.11 The 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.
- 20.2.12 Unless it has actual knowledge to the contrary, the 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.

### **20.3 Limited liability for the Agent**

- 20.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts addressed to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

- 20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 15 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 13.1.
- 20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.
- 20.3.6 The Agent is not liable for information provided to the Noteholders by or on behalf of the Issuer or by any other person.

## **20.4 Replacement of the Agent**

- 20.4.1 Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2 Subject to Clause 20.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Noteholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 20.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 20.4.8 In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

## **21 Appointment and Replacement of the Issuing Agent**

- 21.1 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 Notes.
- 21.2 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 as issuing agent in accordance with these Terms and Conditions.
- 21.3 The Issuing Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties under the Finance Documents.

## **22 Appointment and replacement of the CSD**

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Notes.
- 22.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Noteholder or the listing of the Notes on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Securities



Markets Act and be authorised as a central securities depository in accordance with the Financial Instruments Account Act.

## **23 No Direct Actions by Noteholders**

- 23.1 A Noteholder may not take any steps whatsoever against the Issuer or any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations and liabilities of the Issuer or any such Group Company under the Finance Documents. Such steps may only be taken by the Agent.
- 23.2 Clause 23.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 20.2.8, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.9 before a Noteholder may take any action referred to in Clause 23.1.
- 23.3 The provisions of Clause 23.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 9.5 (*Mandatory repurchase due to a Change of Control Event or a Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

## **24 Prescription**

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

## **25 Notices and Press releases**

### **25.1 Notices**

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

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to such email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to such email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the date such person shall be a Noteholder in order to receive the communication (or if not applicable, the Business Day prior to dispatch), and by either courier delivery or letter for all Noteholders. A notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

25.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (or, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause 25.1.1.

25.1.3 Any notice pursuant to the Finance Documents shall be in English.

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

### **25.2 Press releases**

25.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 9.3 (*Early redemption (call option)*), 9.4 (*Early redemption due to illegality (call option)*), 10.1.3, 15.17, 16.1, 17.1 and 18.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.

25.2.2 In addition to Clause 25.2.1, if any information relating to the Notes or the Issuer contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such

information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release.

## **26 Force Majeure and Limitation of Liability**

- 26.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 26.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 26.3 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 26.4 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## **27 Governing Law and Jurisdiction**

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

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*Signature page follows*

*Execution version*

**SIGNATURE PAGE**

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

*[Executed by way of an amendment and restatement agreement dated 15 March 2024]*

**Conditions Precedent for Settlement of Notes**

**1 Documents and agreements**

- (a) A copy of the constitutional documents of the Issuer;
- (b) a copy of a resolution of the board of directors or other persons authorised to exercise the relevant powers of the Issuer, approving the transactions contemplated by, the Finance Documents and resolving that it execute, deliver and perform its obligations under the Finance Documents and all related documents to which it is or will become a party;
- (c) documents evidencing that the Issuer owns 63,495,701 shares of series A, 9,249,668 shares of series B, 530,000 shares of series D issued by SBB at a date falling not earlier than ten (10) Business Days prior to the Issue Date;
- (d) a copy of the executed Agency Agreement;
- (e) a copy of the executed Terms and Conditions; and
- (f) a copy of an executed Compliance Certificate, however, only certifying that so far as the Issuer is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it.

**Form of Compliance Certificate**

**COMPLIANCE CERTIFICATE**

To: Nordic Trustee & Agency AB (publ) as Agent  
From: Ilija Batljan Invest AB (publ)  
Dated: [●]

Dear Sirs,

**Terms and conditions for Ilija Batljan Invest AB with respect to the SEK 1,350,000,000 senior unsecured floating rate and PIK interest green notes due 2026 (the “Terms and Conditions”)**

- (1) We refer to the Terms and Conditions. This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
- (2) We confirm that the Loan to Value on the Test Date [*date*] was [●].
- (3) We set out below calculations establishing the figures in paragraph (2):  
[●]
- (4) We confirm that no Event of Default is continuing. [*If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.*]
- (5) [Attached hereto you will find copies of any notices sent to the Regulated Market.]

**ILIJA BATLJAN INVEST AB**

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By: