

## **Terms and Conditions**

**Goldcup 14404 AB**

**(under name change to Mariefjärd AB (publ))**

**SEK 300,000,000**

**Senior Secured Floating Rate Bonds**

**ISIN: SE0009779069**

**28 March 2017**

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

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## 1. Definitions and Construction

### 1.1 Definitions

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

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

"**Accounting Principles**" means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time) as applied by the Issuer in preparing its annual financial statements.

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

"**Advance Purchase Agreements**" means (i) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts, or (ii) any other trade credit incurred in the ordinary course of business.

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

"**Allocated Loan Amount**" means:

- (a) with respect to Marievik 22, SEK 161,384,000;
- (b) with respect to Fjärdingen 27:5 Property, SEK 27,927,000;
- (c) with respect to Fjärdingen 27:6 Property, SEK 83,781,000; and
- (d) with respect to Fjärdingen 29:1 Property, SEK 26,908,000.

"**Amortisation Date**" has the meaning set forth in Clause 9.7.

"**Bondholder**" means the person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Bond.

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

**"Bond"** 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.

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

**"Business Day Convention"** means the first following day that is a Business Day 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.

**"Call Option"** means the Issuer's right to redeem outstanding Bonds in full in accordance with Clause 9.3 (*Voluntary total redemption (call option)*).

**"Call Option Amount"** means:

- (a) 103 per cent. of the Nominal Amount if the Call Option is exercised on or after the First Call Date up to (but not including) the date falling 30 months after the Issue Date;
- (b) 101.8 per cent. of the Nominal Amount if the Call Option is exercised on or after the date falling 30 months after the Issue Date up to (but not including) the date falling 36 months after the Issue Date;
- (c) 101.2 per cent. of the Nominal Amount if the Call Option is exercised on or after the date falling 36 months after the Issue Date up to (but not including) the date falling 42 months after the Issue Date;
- (d) 101.6 per cent. of the Nominal Amount if the Call Option is exercised on or after the date falling 42 months after the Issue Date up to (but not including) the Final Redemption Date.

**"Change of Control Event"** means the occurrence of an event or series of events whereby:

- (a) one or more Persons (other than the Shareholder, or an Affiliate thereof) acting together, acquire control over the Issuer and where "control" means (i) acquiring or controlling, directly or indirectly, more than 50 per cent. of the voting rights of the Issuer, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer, or;
- (b) the Shareholder, or an affiliate thereof ceases to control at least 50 per cent. of the shares in the Issuer held by Tobin Properties AB, or an Affiliate thereof as of the Issue Date.

**"Compliance Certificate"** means a certificate, in form and substance satisfactory to the Trustee, signed by the Issuer certifying that:

- (a) so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it;
- (b) there has been no material decrease in Value since the provision of the latest Valuation Report should the Compliance Certificate be delivered on a date where no Valuation Report is to be delivered in accordance with the Terms and Conditions; and
- (c) the Issuer complies with the Maintenance Test.

"**CSD**" means the Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden.

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

"**Eligible Securities**" means bonds in SEK not convertible or exchangeable to any other security for which a recognised trading market on a regulated market exists and which is issued by an issuer incorporated in any member state of the European union or the US and has a credit rating of either BBB- or higher by Standard & Poor's Rating Services or BBB- or higher by Fitch Ratings Ltd or Baa3 or higher by Moody's Investors Service Limited (provided however that any subsequent downgrade of the credit rating shall not lead to a breach under these terms).

"**Equity Injection**" means in cash, the contribution of unconditional equity (Sw.  *eget kapital*) or Subordinated Loans to the Issuer from the Shareholder.

"**Escrow Account**" means a bank account of the Issuer, into which the Net Proceeds will be transferred and which has been pledged in favour of the Trustee and the Bondholders (represented by the Trustee) under the Escrow Account Pledge Agreement.

"**Escrow Account Pledge Agreement**" means the pledge agreement entered into between the Issuer and the Trustee on or about the Issue Date in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time, granted in favour of the Trustee and the Bondholders (represented by the Trustee).

"**Event of Default**" means an event or circumstance specified in any of the Clauses 14.1 to 14.9.

"**Finance Documents**" means these Terms and Conditions, the Security Documents, the Guarantee Agreement, the Trustee Agreement and any other document designated by the Issuer and the Trustee as a Finance Document.

"**Final Redemption Date**" means 30 March 2021.

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

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles applicable on the Issue Date is treated as an asset and a corresponding liability) and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles applicable to the Issuer as of the Issue Date shall not, regardless of any subsequent changes or amendments of the accounting principles, be considered as finance or capital leases;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (e) the marked-to-market value of derivative transactions entered into in connection with protection against or benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

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

**"Financial Report"** means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly interim unaudited consolidated reports of the Group or the quarterly interim unaudited unconsolidated reports of the Issuer, which shall be prepared and made available according to item (i) and (ii) under Section "Financial Reporting".

**"First Call Date"** means the date falling two (2) years after the Issue Date.

**"Fjärdingen 27:5 Property"** means the property Uppsala Fjärdingen 27:5.

**"Fjärdingen 27:6 Property"** means the property Uppsala Fjärdingen 27:6.

**"Fjärdingen 29:1 Property"** means the property Uppsala Fjärdingen 29:1.

**"Fjärdingen Holding 27:5"** means the holding company established by the Issuer as a direct Subsidiary to own Fjärdingen Propco 27:5.

"**Fjärdingen Holding 27:6**" means the holding company established by the Issuer as a direct Subsidiary to own Fjärdingen Propco 27:6.

"**Fjärdingen Holding 29:1**" means the holding company established by the Issuer as a direct Subsidiary own Fjärdingen Propco 29:1.

"**Fjärdingen Holdings**" means Fjärdingen Holding 27:5, Fjärdingen Holding 27:6 and Fjärdingen Holding 29:1.

"**Fjärdingen Propco 27:5**" means the company established by the Issuer as a direct Subsidiary to acquire the Fjärdingen 27:5 Property.

"**Fjärdingen Propco 27:6**" means the company established by the Issuer as a direct Subsidiary to acquire the Fjärdingen 27:6 Property.

"**Fjärdingen Propco 29:1**" means the company established by the Issuer as a direct Subsidiary to acquire the Fjärdingen 29:1 Property.

"**Fjärdingen Propcos**" means Fjärdingen Propco 27:5, Fjärdingen Propco 27:6 and Fjärdingen Propco 29:1

"**Fjärdingen Properties**" means the Fjärdingen 27:5 Property, Fjärdingen 27:6 Property and Fjärdingen 29:1 Property, collectively.

"**Fjärdingen Purchase Price**" means the purchase price payable to the seller in connection with the acquisition of the Fjärdingen Properties.

"**Force Majeure Event**" has the meaning set forth in Clause 25(a).

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

"**Guarantor**" means Tobin Properties AB (publ), reg. no. 556733-4379.

"**Guarantee Agreement**" means a guarantee agreement between the Guarantor as principal obligor, the Issuer and the Trustee that, subject to applicable laws constitutes an irrevocable and unconditional guarantee to the Bondholders in an amount of SEK 75,000,000 (the "**Principal Guarantee**") and in which the Guarantor irrevocably and unconditionally, undertakes to contribute cash in an amount equal to:

- (a) the Operating Costs of the Group each month;
- (b) the interest payable under the terms and condition before each Interest Payment Date; and
- (c) the Amortisations before each Amortisation Date (provided that the Principal Amount shall be reduced with an amount equal to the contributions made pursuant to this paragraph (c)), on the terms set out in the guarantee agreement (the "**Guarantee Agreement**").

The contributions by the Guarantor pursuant to the Guarantee Agreement shall be made as Equity Injections. The amount to be contributed by the Guarantor pursuant to the Guarantee Agreement (for avoidance of doubt, other than the Principal Guarantee) shall be reduced with the amount received by the Group under the Shareholder Lease Agreements.

**"Initial Equity Injection"** means an Equity Injection in an amount equal to at least (i) the Marievik Purchase Price plus (ii) an amount equal to the difference between the amount of the Bond Issue and the Net Proceeds, minus (iii) the Allocated Loan Amount for Marievik 22.

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

**"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 (*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 its creditors (other than the Bondholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*lag (1996:764) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

**"Intercompany Loans"** means any loans from the Issuer (as creditor) and any Subsidiary (as debtor) existing from time to time.

**"Interest"** means the interest on the Bonds calculated in accordance with Clauses 8(a) to 8(c).

**"Interest Payment Date"** means 30 March, 30 June, 30 September and 30 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 Bonds shall be 30 June 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 STIBOR plus 6.00 per cent. per annum.

**"Issue Date"** means 30 March 2017.

**"Issuer"** means Goldcup 14404 AB (under name change to Mariefjärd AB (publ)), a public limited liability company incorporated under the laws of Sweden with Reg. No. 559102-0424.

**"Issuing Agent"** means Pareto Securities AB, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.



**"Loan to Value"** means the Net Interest Bearing Debt to the Value in accordance with the most recent Valuation Report.

**"Make Whole Amount"** means redemption from the Issue Date to, but not including, the First Call Date at a price equivalent to the sum of:

- (a) the present value on the relevant record date of 103 per cent. of the Nominal Amount as if such payment originally should have taken place on the First Call Date; and
- (a) the present value on the relevant record date of the remaining coupon payments (assuming that the interest rate for the period from the relevant redemption date to the First Call Date will be equal to the interpolated SEK mid-swap rate for the remaining term from the redemption date until the First Call Date plus the applicable Interest Rate),

each calculated by using a discount rate of 50 basis points over the comparable Swedish Government Bond Rate (i.e. comparable to the remaining duration of the Bonds until the First Call Date) and where "relevant record date" shall mean a date agreed upon between the Trustee, the CSD and the Issuer in connection with such repayment.

**"Maintenance Test"** means the test of the financial maintenance covenant as set out in Clause 12 (*Maintenance Test*)

**"Mandatory Prepayment Event"** means that there is a total or material loss of the Properties.

**"Mariefjärd Marievik Holding 1"** means the holding company established by the Issuer as a direct Subsidiary to acquire 1 partnership share of Persikorött Marievik Ekonomiska förening.

**"Mariefjärd Marievik Holding 2"** means the holding company established by the Issuer as a direct Subsidiary to acquire 1 partnership share of Persikorött Marievik Ekonomiska förening.

**"Mariefjärd Marievik 22 Holding"** means the holding company established by the Issuer as a direct Subsidiary to acquire P-N Vik 22 and 9998 partnership shares of Persikorött Marievik Ekonomiska förening.

**"Mariefjärd Marievik 29 Holding"** means the holding company established by the Issuer as a direct Subsidiary to acquire P-N Vik 29.

**"Marievik 22 Promissory Note"** means a promissory note initially between Peasgood Nonsuch AB, reg.no. 559090-3935, and Persikorött Marievik Ekonomisk förening which will be acquired by Mariefjärd Marievik 22 Holding.

**"Marievik 22 Property"** means the property Stockholm Marievik 22.

**"Marievik 29 Property"** means the property Stockholm Marievik 29.

**"Marievik Existing Debt"** means any external debt existing in relation to the Marievik Properties following the acquisition of the Marievik Properties.

**"Marievik Properties"** means the Marievik 22 Property and Marievik 29 Property, collectively.

**"Marievik Purchase Price"** means the purchase price payable to the seller in connection with the acquisition of the shares in P-N Vik 22 and P-N Vik 29.

**"Market Loan"** means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on Nasdaq Stockholm or any other regulated or unregulated recognised market place.

**"Material Adverse Effect"** means a material adverse effect on (i) the business, financial condition or operations of the Group taken as a whole, (ii) the Issuer's ability to perform and comply with the undertakings set out in Section "Special undertakings" under the Terms and Conditions, or (iii) the validity or enforceability of the Finance Documents.

**"Net Interest Bearing Debt"** means the aggregate interest bearing debt less cash and cash equivalents of the Group in accordance with the applicable accounting principles of the Group from time to time.

**"Net Proceeds"** means the proceeds from the Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer to the Sole Bookrunner (if the Sole Bookrunner has requested that their respective fees and costs shall be deducted).

**"Nominal Amount"** means in respect of each Bond the Initial Nominal Amount less any amortisations.

**"Operating Costs"** means the following operating costs in relation to the Properties and in respect of the relevant period:

- (a) utilities charges (such as electricity, water, heating, oil, gas, sewerage, cleaning, snow clearance and sanding and other similar costs, as applicable);
- (b) costs for repair and maintenance that is necessary to maintain the current quality of any Property (excluding, for the avoidance of doubt, capital expenditure not permitted pursuant to Clause 13.13 (*Capex Restrictions*));
- (c) site leasehold fees paid or payable to the relevant municipality with respect to the Properties;
- (d) taxes directly attributable to the Properties (including non-refundable VAT);
- (e) management and administration fees for the day to day business of the Properties;

- (f) fees under any asset management agreement and any property management agreement;
- (g) salaries and overhead costs relating to the day-to-day business of the Group;
- (h) insurance premiums under insurance policies;
- (i) company tax relating to the Group; and
- (j) any other operating cost relating to the day-to-day business of the Properties and incurred accordance with prudent real property management and designated as an Operating Cost.

**"P-N Vik 22"** means P-N vik 22 AB, a limited liability company with registration number 556684-0855 incorporated in Sweden, to be acquired by Mariefjärd Marievik Holding 22.

**"P-N Vik 29"** means P-N vik 29 AB, a limited liability company with registration number 556684-0913 incorporated in Sweden, to be acquired by Mariefjärd Marievik Holding 29.

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

- (a) incurred under the Bonds;
- (b) taken up from a Group Company;
- (c) arising under any interest rate hedging transactions in the ordinary course of business or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (d) related to any Subordinated Loans;
- (e) incurred under Advance Purchase Agreements; and
- (f) not permitted by item (a) to (e) above, in an aggregate amount not at any time exceeding SEK 1,000,000 and incurred in the ordinary course of the Group's business, including any financial leases.

**"Permitted Security"** means any security:

- (a) provided under the Finance Documents;
- (b) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (c) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including group cash pool arrangements;

- (d) provided in relation to paragraph (c) in the definition Permitted Debt for interest rate hedging transactions; and
- (e) provided in relation to debt incurred pursuant to paragraph (f) in the Section Permitted Debt.

"**Persikorött Marievik Ekonomiska förening**" means a Swedish cooperative association with reg.no. 769633-2472, to be acquired by Mariefjärd Marievik 22 Holding, Mariefjärd Marievik Holding 1 and Mariefjärd Marievik Holding 2.

"**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.

"**Planned Projects**" means, provided that the new zoning plans (Sw. *detaljplan*) have been approved, the planned development of the Properties into residential housing in accordance with the new zoning plans (Sw. *detaljplan*) (including any necessary demolition, alterations and rebuilding).

"**Properties**" means the Marievik Properties and the Fjärdingen Properties, collectively.

"**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 Bondholders is to be made under Clause 14.10(a) (*Upon the occurrence* of an Event of Default which is continuing the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Maturity Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

- (f) The Trustee may not accelerate the Bonds in accordance with Clause 14.10(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (g) The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing. The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Trustee decides not to accelerate the Bonds, the Trustee shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.

- (h) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- (i) If the right to accelerate the Bonds is based upon a decision of a court of law 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.
- (j) In the event of an acceleration of the Bonds in accordance with this Clause 14.10, the Issuer shall redeem all Bonds at an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period and, shall for the non-call period (until the First Call Date) be the Make Whole Amount (plus accrued and unpaid Interest).

Distribution of Proceeds), (iv) the date of a Bondholders' Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

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

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

"**Reference Period**" means each twelve month period ending on a Reference Date, or such shorter period as the context may require.

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

"**Reserve Amount**" means SEK 5,000,000.

"**Secured Obligations**" means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents and the Trustee Agreement.

"**Secured Parties**" means the Security Agent, the Bondholders and the Trustee (including in its capacity as Trustee under the Trustee Agreement).

"**Securities Account**" means the account for dematerialised securities 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.

"**Security Agent**" means the security agent holding the Transaction Security on behalf of the Secured Parties, being Nordic Trustee & Agency AB (publ) on the Issue Date.

"**Security Documents**" means:

- (a) a share pledge relating to all shares in the Issuer;
- (b) a share pledge relating to all shares in P-N Vik 29, Mariefjärd Marievik 22 Holding, Mariefjärd Marievik Holding 1 and Mariefjärd Marievik Holding 2;
- (c) a partnership pledge agreement relating to all partnership shares in Persikorött Marievik Ekonomiska förening;
- (d) a pledge over any existing and future Intercompany Loans granted to P-N Vik 29, Mariefjärd Marievik 22 Holding AB, Mariefjärd Marievik Holding 1 and Mariefjärd Marievik Holding 2;
- (e) a pledge over the Marievik 22 Promissory Note (with mortgage security over Marievik 29 as attached Security once the Marievik 22 Merger is completed);
- (f) an assignment agreement relating to the Shareholder Lease Agreements relating to the Marievik Properties (if any);
- (g) a share pledge relating to all shares in each Fjärdingen Holding and each Fjärdingen Propco;
- (h) a pledge over any existing and future Intercompany Loans granted to a Fjärdingen Holding or a Fjärdingen Propco;
- (i) an assignment agreement relating to the Shareholder Lease Agreements relating to the Fjärdingen Properties (if any); and
- (j) a pledge over the Reserve Account and the VP Account.

The security under (a) to (f) above shall be referred to as the "**Initial Transaction Security**" and the security under (g) to (j) shall be referred to as the "**Subsequent Transaction Security**", together the Initial Transaction Security and the Subsequent Transaction Security shall be referred to as the "**Transaction Security**"

"**Shareholder**" means Tobin Properties AB (publ), reg. no. 556733-4379.

"**Shareholder Lease Agreements**" means the rental agreements entered into between the Shareholder and the Group Companies on market terms and market rent.

"**STIBOR**" means:

- (a) the applicable percentage rate per annum displayed on NASDAQ Stockholm's website for STIBOR fixing (or through another website replacing it) 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 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
- (c) if no quotation is available pursuant to paragraph (b), 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,

however if any such rate is below zero, STIBOR will be deemed to be zero.

**"Subordinated Loans"** means any loan incurred by the Issuer or any of its Subsidiaries, if such loan (i) according to its terms (or pursuant to a subordination agreement on terms and conditions satisfactory to the Trustee) is subordinated to the obligations of the Issuer under the Terms and Conditions; (ii) according to its terms have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and (iii) according to its terms yield only payment-in-kind interest.

**"Subsidiary"** means, in relation to any person, any entity (whether incorporated or not):

- (d) which at any time is a subsidiary (Sw. *dotterföretag*) to such person, directly or indirectly, as defined in the Companies Act (*aktiebolagslagen 2005:551*); or
- (e) if an economic association (Sw. *ekonomisk förening*), where such person owns directly or indirectly more than fifty (50) per cent of the right of ownership interests therein.

**"Subsequent Equity Injection"** means an Equity Injection in an amount equal to at least (i) the Fjärdingen Purchase Price plus (ii) SEK 5,000,000 minus (iii) the aggregate Allocated Loan Amount for Fjärdingen 27:5, Fjärdingen 27:6 and Fjärdingen 29:1.

**"Swedish Government Bond Rate"** means:

- (a) the interpolated SGB rate between the SGB 1 December 2020 (series 1047) and the SGB 1 June 2022 (series 1054) (mid rates), as determined by the Issuing Agent on or about 11.00 am on the date of the notification of redemption; or
- (b) if no quotation is available pursuant to paragraph (a), the SGB rate which the Issuing Agent deems appropriate for the purpose of the calculation set out in this definition (acting reasonably); and

if any such rate is below zero, the Swedish Government Bond Rate will be deemed to be zero.

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

"**Total Nominal Amount**" means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

"**Transaction Costs**" means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with (i) the Bond Issue, and (ii) the listing of the Bonds.

"**Transaction Security**" means the Security provided for the Secured Obligations pursuant to the Security Documents.

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

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

"**Valuation Report**" means:

- (a) a valuation report relating to the Properties prepared and issued by an independent and reputable appraiser to be delivered together with the Compliance Certificate relating to the Reference Date ending on 31 December each year;
- (b) a desk-top valuation relating to the Properties prepared and issued by an independent and reputable appraiser to be delivered together with the Compliance Certificate relating to the Reference Date ending on 30 June each year,

each specifying the Value of the Properties.

"**Value**" means:

- (c) the market value of all Properties pursuant to the most recent Valuation Report;
- (d) in relation to the first Reference Date only, the acquisition price of the Properties; or
- (e) if so requested by the Trustee, the average value of two additional valuation reports prepared and issued by independent and reputable appraisers (appointed by the Trustee at the Trustee's discretion).

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



## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
  - (i) "assets" includes present and future properties, revenues and rights of every description;
  - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
  - (iii) a "regulation" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (iv) an Event of Default is continuing if it has not been remedied or waived;
  - (v) a provision of law is a reference to that provision as amended or re-enacted; and
  - (vi) a time of day is a reference to Stockholm time.
- (b) When ascertaining whether a limit or threshold specified in SEK 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 SEK for the previous Business Day, as published by the Swedish Central Bank (*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.
- (c) 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.
- (d) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

## 2. Status of the Bonds

- (a) The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.
- (b) By subscribing for Bonds, each Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds.
- (c) The initial nominal amount of each Bond is SEK 1,000,000 (the "**Initial Nominal Amount**"). The Total Nominal Amount of the initial Bonds is SEK 300,000,000.

All Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Initial Nominal Amount.

- (d) The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them. The Bonds are secured by the Transaction Security.
- (e) The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- (f) No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.
- (g) The minimum permissible investment in the Bonds shall be SEK 1,000,000.

### **3. Use of Proceeds**

The Issuer shall use the proceeds from the issue of the Bonds, less the costs and expenses incurred by the Issuer in connection with the issue of the Bonds, for (i) financing the acquisition of the P-N Vik 22, P-N Vik 29 and the Fjärdingen Properties (together with the Initial Equity Injection and the Subsequent Equity Injection), (ii) deposit an amount of SEK 5,000,000 to the Reserve Account; and (iii) payment of Transaction Costs.

### **4. Conditions Precedent**

#### **4.1 Conditions Precedent for Initial Disbursement**

- (a) The Trustee's approval of the disbursement of an amount equal to the Allocated Loan Amount for the Marievik Properties (the "**Initial Amount**") from the Escrow Account is subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), that the following actions have been taken and that the following events have occurred:
  - (i) copies of certificate of registration and articles of association relating to the Issuer;
  - (ii) copies of necessary corporate resolutions (approving the relevant Finance Documents) of the Issuer and each entity granting Initial Transaction Security;

- (iii) evidence that the Finance Documents (excluding the documents relating to the Subsequent Transaction Security) have been duly executed;
  - (iv) evidence that the Initial Transaction Security has been granted and perfected (in accordance with the terms of the Security Documents) or will be perfected (in accordance with the terms of the Security Documents) immediately following disbursement of the Initial Amount from the Escrow Account;
  - (v) an agreed form of Compliance Certificate;
  - (vi) evidence, including a copy of an executed release letter, that the Marievik Existing Debt (if any) will be repaid in full immediately following the disbursement of the Initial Amount from the Escrow Account;
  - (vii) evidence that the Initial Equity Injection has been made; and
  - (viii) evidence that all conditions set out in the sale and purchase agreement relating to the acquisition of the Marievik Properties (except for payment of the purchase price) have been satisfied or waived and that the acquisition of the Marievik Properties will be completed immediately upon disbursement of the Initial Amount from the Escrow Account.
- (b) If the Conditions Precedent for Initial Disbursement have not been fulfilled within 30 Business Days from the Issue Date, the Issuer shall redeem the Bonds at a price equal to 100 per cent. of the Nominal Amount together with accrued but unpaid interest and the funds on the Escrow Account shall in such case be applied to redeem the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer.
- (c) The Trustee may assume that the documentation and evidence delivered to it (including under Conditions Precedent for Initial Disbursement and Conditions Precedent for Subsequent Disbursements) is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Trustee does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Trustee from a legal or commercial perspective of the Bondholders.

#### 4.2 Conditions Precedent for Subsequent Disbursement

- (a) The Trustee's approval of the disbursement of the remaining amount (after disbursement of the Initial Amount) (the "**Subsequent Amount**") from the Escrow Account is subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), that the following actions have been taken and that the following events have occurred:

- (i) evidence that Subsequent Transaction Security has been granted and perfected or will be perfected immediately following disbursement of the Subsequent Amount from the Escrow Account;
  - (ii) evidence that an amount equal to the Reserve Amount will be deposited to the Reserve Account following disbursement;
  - (iii) evidence that the Subsequent Equity Injection has been made; and
  - (iv) evidence that all conditions set out in the sale and purchase agreement relating to the acquisition of the Fjärdingen Properties (except for payment of the purchase price) have been satisfied or waived and that the acquisition of the Fjärdingen Properties will be completed immediately upon disbursement of the Subsequent Amount from the Escrow Account.
- (b) If the Conditions Precedent for Subsequent Disbursement have not been fulfilled before 1 November 2017, the Subsequent Amount shall remain on the Escrow Account and may only be applied towards repayments of the Nominal Amount if otherwise permitted under the Terms and Conditions.

## 5. Bonds in Book-Entry Form

- (a) The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator.
- (b) Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- (c) The Issuer (and the Trustee 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 Bonds. At the request of the Trustee, the Issuer shall promptly obtain such information and provide it to the Trustee.
- (d) For the purpose of or in connection with any Bondholders' Meeting or any Written Procedure, the Trustee shall be entitled to obtain information from the debt register kept by the CSD in respect of the Bonds.
- (e) The Issuer shall issue any necessary power of attorney to such persons employed by the Trustee, as notified by the Trustee, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Bonds. The Issuer may not revoke any such

power of attorney unless directed by the Trustee or unless consent thereto is given by the Bondholders.

## **6. Right to Act on Behalf of a Bondholder**

- (a) If any person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Bondholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Bondholder and authorising such person.
- (b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- (c) The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 6(b) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Trustee has actual knowledge to the contrary.

## **7. Payments in Respect of the Bonds**

- (a) Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bonds, shall be made to such person who is registered as a Bondholder 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.
- (b) If a Bondholder has registered, through an Account Operator, that principal and interest shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Bondholder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- (c) 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(d) during such postponement.

- (d) 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, unless the Issuer or the CSD (as applicable) was aware that the payment was being made to a person not entitled to receive such amount.

## **8. Interest**

- (a) Each Bond carries Interest at the Interest Rate from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.
- (b) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- (c) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- (d) If the Issuer fails to pay 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 date of actual payment at a rate which is two (2) per cent. higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Trustee or the CSD, in which case the Interest Rate shall apply instead.

## **9. Repayment and Repurchase of the Bonds**

### **9.1 Redemption at maturity**

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

### **9.2 Issuer's purchase of Bonds**

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

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

- (a) The Issuer may redeem all, but not only some, of the Bonds early on any Business Day before the Final Redemption Date. The Bonds shall be redeemed at the Make Whole Amount or the Call Option Amount (as applicable) together with accrued but unpaid interest.

- (b) Redemption in accordance with Clause 9.3(a) **Error! Reference source not found.** shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Trustee. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfillment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.

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

- (a) Upon a Change of Control Event occurring, each Bondholder shall have the right to request that all, or only some, of its Bonds be repurchased at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of sixty (60) calendar days following a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1(a)(i) (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- (b) The notice from the Issuer pursuant to Clause 11.1(a)(i) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer or a person designated by the Issuer shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 11.1(a)(i). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 9.4(a).

#### **9.5 Mandatory Prepayment**

Upon the occurrence of a Mandatory Prepayment Event occurring, the Issuer shall redeem all of the outstanding Bonds at the Make Whole Amount or the Call Option Amount (as applicable) together with accrued but unpaid interest. The Mandatory Prepayment shall be carried out as soon as possible from the later of (i) the Issuer receiving cash from the insurance company or otherwise for the relevant Mandatory Prepayment Event (including insurance proceeds), and (ii) the day falling 20 days after the occurrence of the Mandatory Prepayment Event.

#### **9.6 General**

- (a) The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.4, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.4 by virtue of the conflict.
- (b) Any Bonds repurchased by the Issuer pursuant to this Clause 9.4 may at the Issuer's discretion be retained or sold but not cancelled.

## 9.7 Amortisations

- (a) In the event that on the date falling 33 months after the Issue Date of the Bonds (i) the zoning plans for the Marievik Properties or Fjärdingen Properties have not gained legal force and (ii) the LTV is decreased to below 50 %, a mandatory partial prepayment of SEK 20,000,000 of the Nominal Amount shall be made semi-annually (each an "**Amortisation Date**") with the first prepayment date on the third (3) anniversary of the Issue Date.
- (b) Any repayment pursuant to (a) above shall be made as partial prepayments of all outstanding Bonds at a price equal to the Call Option Amount for such repaid amount together with accrued but unpaid interest and by way of reducing the Nominal Amount of each Bond pro rata (rounded down to the nearest SEK 1,000).
- (c) The remaining outstanding amount under the Bonds shall be redeemed on the Final Redemption Date.

## 10. Transaction Security

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants on the Issue Date the Transaction Security to the Secured Parties as represented by the Trustee.
- (b) The Trustee shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents. The Issuer shall enter into the Security Documents and perfect the Transaction Security in accordance with the Security Documents on or before the Issue Date.
- (c) Unless and until the Trustee has received instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*), the Trustee shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Trustee's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.

## 11. Information to Bondholders

### 11.1 Information from the Issuer

- (a) The Issuer will make the following information available to the Bondholders by way of press release and by publication on the website of the Group:
  - (i) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated financial statements for that financial year;



- (ii) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, its unaudited consolidated financial statements or the year-end report (*bokslutskommuniké*) (as applicable) for such period;
  - (iii) as soon as practicable following an acquisition or disposal of Bonds by a Group Company, the aggregate Nominal Amount held by Group Companies; and
  - (iv) any other information required by the Swedish Securities Markets Act (*lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Bonds are admitted to trading relevant information undertakings.
- (b) The Issuer shall immediately notify the Bondholders and the Trustee upon becoming aware of the occurrence of a Change of Control Event. Such notice may be given in advance of the occurrence of a Change of Control Event, conditioned upon the occurrence of such Change of Control Event, if a definitive agreement is in place providing for a Change of Control Event.
- (c) When the financial statements and other information are made available to the Bondholders pursuant to Clause 11.1(a), the Issuer shall send copies of such financial statements and other information to the Trustee. Together with the financial statements, the Issuer shall submit to the Trustee a compliance certificate (i) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it, and (ii) attaching copies of any notices sent to the Regulated Market on which the Bonds are admitted to trading. The compliance certificate shall be in a form agreed between the Issuer and the Trustee and include figures in respect of the relevant financial covenant(s) and the basis on which it has been calculated.
- (d) The Issuer shall immediately notify the Trustee (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Trustee with such further information as it may reasonably request in writing following receipt of such notice. Should the Trustee not receive such information, the Trustee is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Trustee does not have actual knowledge of such event or circumstance.
- (e) The Issuer is only obliged to inform the Trustee according to this Clause 11.1 if informing the Trustee would not conflict with any applicable laws or, when the Bonds are listed, the Issuer's registration contract with the Regulated Market. If such a conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall however be obliged to either seek approval from the Regulated Market or undertake other reasonable measures,

including entering into a non-disclosure agreement with the Trustee, in order to be able to timely inform the Trustee according to this Clause 11.1.

## **11.2 Information from the Trustee**

Subject to the restrictions of any applicable law and regulation, the Trustee is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Trustee may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

## **11.3 Publication of Finance Documents**

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

## **12. Maintenance Test**

- (a) The Issuer shall at all times procure that the Loan to Value on each Reference Date does not exceed 75 per cent.
- (b) The Maintenance Test shall be tested quarterly on the basis of the latest Valuation Report and be included in the Compliance Certificate delivered in connection therewith. The first test date for the Maintenance Test shall be 30 June 2017.

## **13. Undertakings**

### **13.1 General**

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

### **13.2 Distributions**

- (a) The Issuer shall not, and shall procure that none of its Subsidiaries will:
  - (i) pay any dividend on its shares;
  - (ii) repurchase any of its own shares;
  - (iii) redeem its share capital or other restricted equity with repayment to shareholders;

- (iv) repay any Subordinated Loans or capitalized or accrued interest thereunder; or
  - (v) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer ((i)-(v) each being a "**Restricted Payment**").
- (b) Notwithstanding the above; a Restricted Payment can be made:
- (i) if such Restricted Payment is permitted by law and no Event of Default is continuing or would result from such Restricted Payment; and
  - (ii) by any Group Company if such Restricted Payment is made to another Group Company and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis.

### **13.3 Listings**

The Issuer shall ensure (i) that the Bonds are listed on the corporate bond list of Nasdaq Stockholm within 60 days of the Issue Date and with an intention to complete such listing within 30 calendar days of the Issue Date and (ii) that the Bonds, once admitted to trading on the corporate bond list of Nasdaq Stockholm, continue being listed thereon for as long as any Bond is outstanding (however, taking into account the rules and regulations of Nasdaq Stockholm and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

### **13.4 Security**

The Issuer shall ensure that all shares or rights of interest in its direct and indirect Subsidiaries, all mortgage certificates, which from time to time are owned by the Issuer or a Group Company, all Intercompany Loans which from time to time are provided by the Issuer and all Shareholder Lease Agreements entered into from time to time, are pledged in favour of the Trustee and the Bondholders (represented by the Trustee) as first ranking security based on the Security Documents in form and substance satisfactory to the Trustee (acting reasonably) no later than 30 days from such Shareholder Lease Agreements being entered into, such mortgage certificates is issued or Intercompany Loan is granted (as applicable).

### 13.5 Nature of Business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the Issue Date (other than the Planned Projects if fully financed from a new Equity Injection (for avoidance of doubt not including the Initial Equity Injection or the Subsequent Equity Injection)) if such substantial change would have a Material Adverse Effect.

### 13.6 Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries, incur any new, or maintain or prolong any existing, Financial Indebtedness, provided however that the Issuer and its Subsidiaries have a right to incur, maintain or prolong Financial Indebtedness that constitute Permitted Debt.

### 13.7 Loans out

The Issuer shall not, and shall procure that none of its Subsidiaries, provide any loan to any party other than to another Group Company in the ordinary course of business.

### 13.8 Disposal of Assets

The Issuer shall not, and shall procure that no Subsidiary, sell or otherwise dispose of any Property unless to a Group Company in accordance with Clause 13.16 (*Intra-Group Transfers*) below.

### 13.9 Dealings with Related Parties

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

### 13.10 Insurance and insurance proceeds

- (a) The Issuer shall, and shall procure that all other Group Companies keep the Properties insured to an extent which is customary for similar properties on the relevant geographical market with one or more reputable insurers. The insurance cover shall *inter alia* include full value insurance and third party liability insurances.
- (b) Should the Issuer or a Group Company receive compensation under an insurance policy, such proceeds shall be promptly applied for replacement and/or repair of assets and if not so applied within 6 months (the "**Replacement Period**") such amount if in excess of SEK 10,000,000, shall be applied in full towards partial repayment on outstanding Bonds (at par) by way of reducing the Nominal Amount of each Bond *pro rata* (rounded down to the nearest SEK 1,000) within 20 days from the last day of the Replacement Period.

### 13.11 Shareholder Lease Agreement

The Issuer shall not, and shall procure that none of its Subsidiaries make any changes to the Shareholder Lease Agreements except for minor amendments which will not decrease the rent payments or otherwise negatively affect the interests of the Bondholders.

### 13.12 Property specific undertakings

The Issuer shall (other than in connection with the Planned Projects if fully financed from a new Equity Injection (for avoidance of doubt not including the Initial Equity Injection or the Subsequent Equity Injection)) ensure that as long as any Bonds are outstanding:

- (a) the Properties are managed properly and maintained in good condition; and
- (b) the Properties are not demolished or altered in a way that which would have a Material Adverse Effect.

### 13.13 Capex Restrictions

- (a) The Issuer shall not make or commit to (and procure that no direct or indirect Subsidiary of the Issuer shall make or commit to) any capital expenditure other than maintenance capital expenditure from the Issue Date to the Final Redemption Date.
- (b) Notwithstanding the above, a Restricted Payment can be made in relation to expenditure required in connection with obtaining new zoning plans (Sw. *detaljplan*) up to an aggregate amount of maximum (i) SEK 5,000,000 per annum, or (ii) SEK 10,000,000 in aggregate during the life of the Bonds.
- (c) Notwithstanding the foregoing, the Issuer may make or commit to making capital expenditure if such capital expenditure is fully financed from a new Equity Injection (for avoidance of doubt not including the Initial Equity Injection or the Subsequent Equity Injection) such Equity Injection shall be made to the Issuer prior to any commitments for such capital expenditure are made).

### 13.14 Negative Pledge

The Issuer shall not, and shall procure that none of its Subsidiaries, provide, prolong or renew any security over any of its/their assets (present or future) to secure any loan or other indebtedness, provided however that the Group Companies have a right to provide, prolong and renew any Permitted Security.

### 13.15 Marievik 22 Merger

The Issuer shall ensure that P-N Vik 22 AB is merged into Persikorött Ekonomisk förening and that, following completion of such Merger, Persikorött Ekonomisk förening grants mortgage security over the Marievik 22 Property mortgage certificates

in amount not less than the relevant Allocated Loan Amount for the Marievik 22 Property as security for the Marievik 22 Promissory Note.

### 13.16 Intra-Group Transfers

The Issuer shall procure that each Fjärdingen Holding shall as soon as practicably following the completion of the Acquisition of the Fjärdingen Properties transfer each Fjärdingen Propco into three separate economic associations (Sw. *ekonomiska föreningar*) and ensure that;

- (a) a merger between each such economic association and such relevant Fjärdingen Propco (the "**Relevant Merger**") is promptly initiated;
- (b) all ownership interest in such economic association is owned by Group Companies;
- (c) all ownership interest in such economic association remains to the Trustee and the Bondholders (represented by the Trustee); and
- (d) the vendor loan from such Fjärdingen Holding to such economic association (Sw. *ekonomisk förening*) (each a "**Relevant Vendor Loan**") is pledged to the Trustee and the Bondholders (represented by the Trustee) and that such Relevant Vendor Loan is secured by a pledge over the shares in the relevant Fjärdingen Propco and, once the Relevant Merger is completed, by a mortgage security over such relevant Fjärdingen Property and mortgage certificates in amount not less than the relevant Allocated Loan Amount for such Fjärdingen Property.

### 13.17 Re-allotment

Once the new zoning plans (Sw. *detaljplan*) involving the Marievik Properties has been approved, the Issuer shall procure that the part of Marievik 29 that is required for the Planned Project on Marievik 22 is re-allotted into Marievik 22 through a property re-allotment (Sw. *Fastighetsreglering*) as soon as practicably possible.

### 13.18 Housing Cooperative

The Group Companies shall be permitted to convert the economic associations into housing cooperatives (Sw. *Bostadsrättsföreningar*) provided that all ownership interest in such housing cooperatives (Sw. *Bostadsrättsföreningar*) is pledged to the Trustee and the Bondholders (represented by the Trustee). The housing cooperatives (Sw. *Bostadsrättsföreningarna*) shall be permitted to enter into pre-agreements (Sw. *Föravtal*) but not to complete any sale of any housing rights (Sw. *Bostadsrätter*).

### 13.19 Account undertakings

The Issuer shall:

- (a) maintain an earnings account (the "**VP Account**") that shall be pledged in favour of the Trustee and the Bondholders represented by the Trustee; and

- (b) maintain a reserve account (the "**Reserve Account**") into which the Reserve Amount will be transferred that shall be pledged in favour of the Trustee and the Bondholders represented by the Trustee,

the Issuer shall be permitted (i) to use funds from the Reserve Account to purchase Eligible Securities which will be held in the VP Account and (ii) to sell Eligible Securities held on the VP Account provided that the proceeds from such sale are immediately transferred to the Reserve Account. Upon the occurrence of an Event of Default the Reserve Account and the VP Account shall be blocked for the Issuer.

## **14. Events of Default and Acceleration of the Bonds**

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.10 (*Acceleration of the Bonds*)) is an Event of Default.

### **14.1 Non-Payment**

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

### **14.2 Other Obligations**

The Issuer does not comply with the Finance Documents, in any other way than as set out under 14.1 (*Non-Payment*) above, provided that the Trustee has requested the Issuer in writing to remedy such failure and the Issuer has not remedied the failure within fifteen (15) Business Days from such request (if the failure or violation is not capable of being remedied, the Trustee may declare the Bonds payable without such prior written request).

### **14.3 Cross-Acceleration**

- (a) Any Financial Indebtedness of any Group Company or the Shareholder is not paid when due as extended by 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) under any document relating to Financial Indebtedness of any Group Company or the Shareholder; or
- (b) any security interest securing Financial Indebtedness over any asset of any Group Company or the Shareholder is enforced,

provided however that the amount of Financial Indebtedness referred to under item (a) and (b) above exceeds an amount corresponding to SEK 5,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

### **14.4 Insolvency**

- (a) Any Group Company or the Shareholder is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under

applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or

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

#### **14.5 Insolvency Proceedings**

Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) calendar days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to Subsidiaries, solvent liquidations) in relation to:

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

#### **14.6 Mergers and Demergers**

A decision is made that any Group Company shall be demerged or merged if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged. For the avoidance of doubt, any merger or demerger permitted under these Terms and Conditions shall not constitute an Event of Default.

#### **14.7 Creditors' Process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company or the Shareholder having an aggregate value of an amount equal to or exceeding SEK 5,000,000 and is not discharged within sixty (60) calendar days.

#### **14.8 Impossibility or Illegality**

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

#### **14.9 Continuation of the Business**

The Issuer or any other Group Company ceases to carry on its business (other than in connection with the Planned Projects if fully financed from a new Equity Injection (for



avoidance of doubt not including the Initial Equity Injection or the Subsequent Equity Injection)) if such discontinuation is likely to have a Material Adverse Effect.

#### **14.10 Acceleration of the Bonds**

- (a) Upon the occurrence of an Event of Default which is continuing the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Maturity Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- (b) The Trustee may not accelerate the Bonds in accordance with Clause 14.10(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (c) The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing. The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Trustee decides not to accelerate the Bonds, the Trustee shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (d) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- (e) If the right to accelerate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (f) In the event of an acceleration of the Bonds in accordance with this Clause 14.10, the Issuer shall redeem all Bonds at an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period and, shall for the non-call period (until the First Call Date) be the Make Whole Amount (plus accrued and unpaid Interest).

## 15. Distribution of Proceeds

- (a) All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security shall be distributed in the following order of priority, in accordance with the instructions of the Trustee:
- (i) first, in or towards payment *pro rata* of (A) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee in accordance with the Trustee Agreement (other than any indemnity given for liability against the Bondholders), (B) other costs, expenses and indemnities relating to the acceleration of the Bonds, the enforcement of the Transaction Security or the protection of the Bondholders' rights as may have been incurred by the Trustee, (C) any costs incurred by the Trustee for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2(g), and (iv) any costs and expenses incurred by the Trustee in relation to a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16(c);
  - (ii) secondly, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
  - (iii) thirdly, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
  - (iv) fourthly, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

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

- (b) Funds that the Trustee receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security shall constitute escrow funds (*Sw. redovisningsmedel*) and must be held on a separate account on behalf of the Bondholders and the other interested parties. The Trustee shall arrange for payments of such funds in accordance with this Clause 14.10(a) as soon as reasonably practicable.
- (c) If the Issuer or the Trustee shall make any payment under this Clause 14.10(a), the Issuer or the Trustee, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 7(a) shall apply.

## 16. Decisions by Bondholders

- (a) A request by the Trustee for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Trustee and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Trustee and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Trustee. The person requesting the decision may suggest the form for decision making, but if it is in the Trustee's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (c) The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Trustee that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- (d) Only a person who is, or who has been provided with a power of attorney pursuant to Clause 6 (*Right to Act on Behalf of a Bondholder*) from a person who is, registered as a Bondholder:
  - (i) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
  - (ii) on the Business Day specified in the communication pursuant to Clause 18(c), in respect of a Written Procedure,may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount.
- (e) The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds ( $66 \frac{2}{3}$ ) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c):
  - (i) waive a breach of or amend an undertaking set out in Clause 13 (*Undertakings*);
  - (ii) release the security provided under the Security Documents;

- (iii) reduce the principal amount, interest rate or interest amount which shall be paid by the Issuer;
  - (iv) amend any payment day for principal or interest amount or waive any breach of a payment undertaking, or
  - (v) amend the provisions regarding the majority requirements under the Terms and Conditions.
- (f) Any matter not covered by Clause 16(e) shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c). 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 19(a)(i) or (19(a)(ii))), an acceleration of the Bonds, or the enforcement of any Transaction Security.
- (g) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:
  - (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
  - (ii) if in respect of a Written Procedure, reply to the request.
- (h) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Trustee or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 17(a)) or initiate a second Written Procedure (in accordance with Clause 18(a)), as the case may be, provided that the relevant proposal has not been withdrawn by the person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 16(g) shall not apply to such second Bondholders' Meeting or Written Procedure.
- (i) Any decision which extends or increases the obligations of the Issuer or the Trustee, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Trustee, under the Finance Documents shall be subject to the Issuer's or the Trustee's consent, as appropriate.
- (j) A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (k) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting

or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.

- (l) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- (m) All costs and expenses incurred by the Issuer or the Trustee for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Trustee, shall be paid by the Issuer.
- (n) If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Trustee provide the Trustee with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such person is directly registered as owner of such Bonds. The Trustee shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate.
- (o) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Group and the Trustee, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Trustee, as applicable.

## **17. Bondholders' Meeting**

- (a) The Trustee shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).
- (b) Should the Issuer want to replace the Trustee, it may convene a Bondholders' Meeting in accordance with Clause 17(a) with a copy to the Trustee. After a request from the Bondholders pursuant to Clause 20.4(c), the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 17(a).
- (c) The notice pursuant to Clause 17(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders) and (iv) a form of power of attorney. Only

matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.

- (d) The Bondholders' Meeting shall be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days from the notice.
- (e) Without amending or varying these Terms and Conditions, the Trustee may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Trustee may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

## **18. Written Procedure**

- (a) The Trustee shall instigate a Written Procedure (which may be conducted electronically in a manner determined by the Trustee) no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent.
- (b) Should the Issuer want to replace the Trustee, it may send a communication in accordance with Clause 18(a) to each Bondholder with a copy to the Trustee.
- (c) A communication pursuant to Clause 18(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 18(a)). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- (d) When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 16(e) and 16(f) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16(e) or 16(f), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **19. Amendments and Waivers**

- (a) The Issuer and the Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:

- (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority;
  - (iii) such amendment will not negatively affect the Bondholders or the Trustee and is necessary for the purpose of the listing of the Bonds pursuant to Clause 13.3 (*Listings*); or
  - (iv) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*).
- (b) The consent of the Bondholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- (c) The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19(a), setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.3 (*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.
- (d) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Trustee, as the case may be.

## **20. Appointment and Replacement of the Trustee**

### **20.1 Appointment of Trustee**

- (a) By subscribing for Bonds, each Bondholder appoints the Trustee to act as its agent in all matters relating to the Bonds and the Finance Documents, and authorises the Trustee to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security.
- (b) By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Trustee and the Security Agent to act on its behalf, as set forth in Clause 20.1(a) .
- (c) Each Bondholder shall immediately upon request provide the Trustee and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee or the Security Agent, as

applicable), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Trustee nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request.

- (d) The Issuer shall promptly upon request provide the Trustee and the Security Agent with any documents and other assistance (in form and substance satisfactory to the Trustee or the Security Agent, as applicable), that the Trustee or the Security Agent, as applicable deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- (e) The Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Trustee Agreement and the Trustee's obligations as Trustee under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (f) The Trustee may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## 20.2 Duties of the Trustee

- (a) The Trustee shall represent the Bondholders in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Security Documents on behalf of the Bondholders and, where relevant, enforcing the Transaction Security on behalf of the Bondholders. However, the Trustee is not responsible for the content, valid execution, legal validity or enforceability of the Finance Documents or the perfection of the Transaction Security.
- (b) When acting in accordance with the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Trustee's duties under the Finance Documents are solely mechanical and administrative in nature and the Trustee only act in accordance with these Terms and Conditions and upon instructions from the Bondholders, unless otherwise set out in the Finance Documents. In particular, the Trustee is not acting as an advisor (whether legal, financial or otherwise) to the Bondholders or any other person.
- (d) The Trustee 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 except to the extent expressly set out in the Terms and Conditions and the other Finance Documents, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Trustee is entitled to assume that no Event of Default has occurred.



- (e) The Trustee is entitled to delegate its duties to other professional parties, but the Trustee shall remain liable for the actions of such parties under the Finance Documents.
- (f) The Trustee shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (g) The Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Trustee pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or the Transaction Security which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents. Any compensation for damages or other recoveries received by the Trustee from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 14.10(a) (*Upon the occurrence of an Event of Default which is continuing the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Maturity Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.*
- (h) The Trustee may not accelerate the Bonds in accordance with Clause 14.10(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (i) The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing. The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Trustee decides not to accelerate the Bonds, the Trustee shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (j) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may be necessary or desirable to enforce the rights of the Bondholders under

the Finance Documents, unless the relevant Event of Default is no longer continuing.

- (k) If the right to accelerate the Bonds is based upon a decision of a court of law 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.
- (l) In the event of an acceleration of the Bonds in accordance with this Clause 14.10, the Issuer shall redeem all Bonds at an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period and, shall for the non-call period (until the First Call Date) be the Make Whole Amount (plus accrued and unpaid Interest).
- (m) Distribution of Proceeds).
- (n) Notwithstanding any other provision of the Finance Documents to the contrary, the Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (o) If in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (p) The Trustee shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Trustee Agreement or (ii) if it refrains from acting for any reason described in Clause 20.2(o).

### **20.3 Limited liability for the Trustee**

- (a) The Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Trustee shall never be responsible for indirect loss.
- (b) The Trustee shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Trustee or if the Trustee has acted with reasonable care in a situation when the Trustee considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- (c) The Trustee shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance

Documents to be paid by the Trustee to the Bondholders, provided that the Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Trustee for that purpose.

- (d) The Trustee shall have no liability to the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with Clause 16 (*Decisions by Bondholders*) or a demand by Bondholders given pursuant to Clause 14.10.
- (e) Any liability towards the Issuer which is incurred by the Trustee in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.
- (f) The Trustee is not liable for information provided to the Bondholders by or on behalf of the Issuer or by any other person.

#### **20.4 Replacement of the Trustee**

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

successor Trustee may reasonably request for the purposes of performing its functions as Trustee under the Finance Documents.

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

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

- (a) The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds.
- (b) The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

## **22. No Direct Actions by Bondholders**

- (a) A Bondholder may not take any steps whatsoever against the Issuer or the Guarantor or with respect to the Transaction Security 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 liabilities of the Issuer under the Finance Documents.

- (b) Clause 22(a) shall not apply if the Trustee has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 20.1(c)), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Trustee Agreement or by any reason described in Clause 20.2(o), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2(p) before a Bondholder may take any action referred to in Clause 22(a).
- (c) The provisions of Clause 22(a) shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 9.4 ( *Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

## 23. Prescription

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

## 24. Notices and Press Releases

### 24.1 Notices

- (a) Any notice or other communication to be made under or in connection with the Finance Documents:
  - (i) if to the Trustee, shall be given at the address registered with the Swedish Companies Registration Office (*Bolagsverket*) on the Business Day prior to dispatch;
  - (ii) if to the Issuer to the following address:
    - (A) Mariefjärd AB (publ)

c/o Tobin Properties AB  
 Humlegårdsgatan 19A  
 114 46 Stockholm; or

- (B) If sent by email by the Trustee, to the email address notified by the Issuer to the Trustee from time to time.
- (iii) if to the Bondholders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery (to the extent it is possible to deliver by way of courier to all the addresses registered with the CSD) or letter for all Bondholders. A Notice to the Bondholders shall also be published on the websites of the Group and the Trustee.
- (b) Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1(a) or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1(a).
- (c) Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.
- (d) If an Event of Default is continuing, any notice or other communication made by the Trustee to the Issuer under or in connection with the Finance Documents may, provided that the Trustee deems it necessary in order to preserve the Bondholders' rights under the Finance Documents, be sent by email and will be effective on the day of dispatch (unless a delivery failure message was received by the Trustee), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day. Any notice or other communication to be sent by email by the Trustee to the Issuer in accordance with this paragraph (c) shall be sent to the CFO or the CEO of the Issuer, to the email addresses most recently notified by the Issuer to the Trustee.

## 24.2 Press releases

- (a) Any notice that the Issuer or the Trustee shall send to the Bondholders pursuant to Clauses 9.3 (*Voluntary total redemption (Call option)*), 14.8 (*Impossibility or Illegality*), 11.1(a)(i), 16(o), 17(a), 18(a) and 19(c) shall also be published by way of press release by the Issuer or the Trustee, as applicable.
- (b) In addition to Clause 24.2(a), if any information relating to the Bonds or the Group contained in a notice the Trustee may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Trustee shall before it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the

Trustee considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Trustee shall be entitled to issue such press release.

## 25. Force Majeure and Limitation of Liability

- (a) Neither the Trustee nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Trustee or the Issuing Agent itself takes such measures, or is subject to such measures.
- (b) The Issuing Agent shall have no liability to the Bondholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- (c) Should a Force Majeure Event arise which prevents the Trustee or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- (d) The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## 26. Governing Law and Jurisdiction

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

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*[signature page to follow]*

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

Place:

Date:

**Goldcup 14404 AB (under name change to Mariefjärd AB (publ))**

as Issuer

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Name:

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

Place:

Date: 28 mars 2017

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

as Trustee



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Name:

**Christoffer Andersson**  
VD / CEO



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

Place: *STOCKHOLM*

Date: *28 mars 2017*

**Goldcup 14404 AB (under name change to Mariefjärd AB (publ))**

as Issuer



Name:

**Erik Karlin**

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

Place:

Date:

**Nordic Trustee AB (publ)**

as Trustee

\_\_\_\_\_  
Name: