

TERMS AND CONDITIONS



BELLMAN GROUP

Bellman Group AB (publ)
Maximum SEK 1,500,000,000
Senior Secured Callable Floating Rate Bonds
2021/2026

ISIN: SE0015221999

LEI: 549300DF0MS2EGNBJV86

First Issue Date: 10 February 2021

SELLING RESTRICTIONS

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. Persons into whose possession this document comes are required to inform themselves about, and to observe, such restrictions.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.

PRIVACY STATEMENT

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

The personal data collected will be processed by the Issuer, the Trustee and the Issuing Agent for the following purposes (i) to exercise their respective rights and fulfil their respective obligations under the Finance Documents, (ii) to manage the administration of the Bonds and payments under the Bonds, (iii) to enable the Bondholders to exercise their rights under the Finance Documents and (iv) to comply with its obligations under applicable laws and regulations.

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

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

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

Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer's, the Trustee's and the Issuing Agent's addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: www.nordictrustee.com, www.bellmangroup.se and www.arctic.com.

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TERMS AND CONDITIONS

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

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

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

“**Add-on Acquisition Incurrence Test**” has the meaning set forth in Clause 15.2 (*Add-on Acquisition Incurrence Test*).

“**Adjusted EBITDA**” means EBITDA as adjusted in accordance with Clause 15.3 (*Calculation principles*).

“**Adjusted Nominal Amount**” means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time *less* the aggregate Nominal Amount of all Bonds owned by the Issuer, a Group Company or an Affiliate of the Issuer or a Group Company, irrespective of whether such Person is directly registered as owner of such Bonds.

“**Advance Purchase Agreement**” means:

- (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment is due not more than one hundred and twenty (120) calendar days after the date of supply; or
- (b) any other trade credit incurred in the ordinary course of business.

“**Affiliate**” means, in respect of any Person, any other 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**” in 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.

“**Agreed Security Principles**” has the meaning set forth in the Intercreditor Agreement.

“**Annual Report**” means the annual audited consolidated Financial Statements of the Group.

“**Bond**” means debt instruments (Sw. *skuldförbindelser*), each for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act, issued by the Issuer under these Terms and Conditions, including the Initial Bonds and any Subsequent Bonds.

“**Bond Issue**” means the Initial Bond Issue and any Subsequent Bond Issue.

“**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 18.2 (*Bondholders’ Meeting*).

“**Business Day**” means a day in Sweden other than a public holiday. For the purpose of this definition, Saturdays, Sundays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*) shall 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 Amount**” means:

- (a) if the call option is exercised on or after the First Issue Date up to, and including, the First Call Date, an amount equivalent to the sum of:
 - (i) 102.50 per cent. of the Nominal Amount; and
 - (ii) the remaining interest payments up to, and including, the First Call Date;
- (b) 102.50 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised after the First Call Date up to, but not including, the date falling thirty-six (36) months after the First Issue Date;
- (c) 102.00 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling thirty-six (36) months after the First Issue Date up to, but not including, the date falling forty-two (42) months after the First Issue Date;
- (d) 101.50 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling forty-two (42) months after the First Issue Date up to, but not including, the date falling forty-eight (48) months after the First Issue Date;
- (e) 101.00 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling forty-eight (48) months after the First Issue Date up to, but not including, the date falling fifty-four (54) months after the First Issue Date;
- (f) unless paragraph (g) below applies, 100.50 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling fifty-four (54) months after the First Issue Date up to, but not including, the Final Redemption Date; or
- (g) provided that such redemption is financed in part or in full by way of the Issuer issuing new Market Loans, 100.00 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling fifty-four (54) months after the First Issue Date up to, but not including, the Final Redemption Date.

“**Cash and Cash Equivalents**” means cash and cash equivalents of the Group in accordance with the Accounting Principles as set forth in the latest Financial Statements, including proceeds standing to the credit of the Escrow Account.

“**Change of Control**” means the occurrence of an event or series of events (for the avoidance of doubt, except for the Shareholder Mergers) whereby:

- (a) the Parent ceases to own and control one hundred (100.00) per cent. of the voting rights in the Issuer; or
- (b) one or more Persons (other than the Main Shareholder), acting in concert, acquiring or controlling 50.00 per cent. or more of the votes of the Issuer,

where “**acting in concert**” means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to (i) obtain or consolidate voting control of such shares or (ii) obtain 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.

“**Clean-Up Period**” has the meaning set forth in paragraph (a) of Clause 17.11 (*Clean-Up Period*).

“**Compliance Certificate**” means a certificate substantially in the form set out in Schedule 2 (*Form of Compliance Certificate*), unless otherwise agreed between the Trustee and the Issuer.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time; initially Euroclear Sweden AB (reg. no. 556112-8074).

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

“**De-listing**” means:

- (a) following an Equity Listing Event, the occurrence of an event or series of events resulting in one or more Persons (other than the Main Shareholder), acting in concert, acquiring shares representing more than thirty (30.00) per cent. of the votes in the Issuer or establishing control over more than thirty (30.00) per cent. of the votes in the Issuer (“**Control**”), provided that a mandatory bid in accordance with the applicable securities laws is, or has to be, launched due to accrual of such Control and provided no exception has been granted by, the Swedish Securities Council (Sw. *Aktiemarknadsnämnden*); or
- (b) once the Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm or any other Regulated Market, that the Bonds are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds),

where “**acting in concert**” means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to (i) obtain or consolidate

voting control of such shares or (ii) obtain 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.

“Derivative Transaction” has the meaning set forth in paragraph (o) of the definition of Permitted Debt.

“EBITDA” means, in respect of the Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Statements (without double counting):

- (a) *before deducting* any amount of tax on profits, gains or income paid or payable by any Group Company;
- (b) *before deducting* any Net Finance Charges;
- (c) *before deducting* any Transaction Costs;
- (d) *before taking into account* any extraordinary items or non-recurring items which are not in line with the ordinary course of business in an aggregate amount not exceeding ten (10) per cent. of consolidated EBITDA (before adjusting for such costs or items and any costs or items pursuant to paragraph (e) below);
- (e) *before taking into account* fees, costs and expenses incurred by the Issuer or any other Group Company directly or indirectly in connection with any actual or aborted Permitted Acquisition or Permitted Disposal in aggregate not exceeding ten (10) per cent. of EBITDA (before adjusting for such costs or items and any costs or items pursuant to paragraph (d) above);
- (f) *not including* any accrued interest owing to any Group Company;
- (g) *before taking into account* any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (h) *after adding back or deducting*, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (i) *after deducting* the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;
- (j) *after adding back or deducting*, as the case may be, the Group’s share of the profits or losses of entities which are not part of the Group; and
- (k) *after adding back* any amount attributable to the amortisation, depreciation or depletion of assets of Group Companies.

“Equity Injection” means, in cash, the contribution of unconditional equity (Sw. *ovillkorat aktieägartillskott*).

“Equity Listing Event” means an offering of shares in the Issuer, another Group Company or a holding company of the Issuer (as long as the cash proceeds are received by the Group)

whether initial or subsequent to a public offering, resulting in shares allotted becoming quoted, listed, traded or otherwise admitted to trading on the multilateral trading facility First North Stockholm or a Regulated Market.

“Escrow Account” means a bank account:

- (a) held by the Issuer with a reputable bank in Sweden;
- (b) subject to perfected Security in favour of the Trustee and the Bondholders (represented by the Trustee) under the Escrow Account Pledge Agreement; and
- (c) from which no withdrawals may be made by any member of the Group except as contemplated by the Finance Documents.

“Escrow Account Pledge” means the first priority pledge over the Escrow Account granted by the Issuer in favour of the Trustee and the Bondholders (represented by the Trustee).

“Escrow Account Pledge Agreement” means the pledge agreement entered into between the Issuer and the Trustee prior the First Issue Date in respect of a first priority pledge over the Escrow Account and all funds standing to the credit of 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 as such in Clause 17 (*Termination of the Bonds*).

“Existing Bonds” means the Issuer’s maximum SEK 600,000,000 senior secured callable floating rate bonds 2017/2022 with ISIN SE0009889553, under which SEK 600,000,000 is outstanding.

“Existing Debt” means:

- (a) the Existing Working Capital Facility; and
- (b) the Vendor Loan Note.

“Existing Working Capital Facility” means the existing working capital facility incurred by the Group, amounting to approximately SEK 44,000,000.

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

“Final Redemption Date” means 10 February 2026.

“Finance Charges” means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any Group Company according to the latest Financial Statements (calculated on a consolidated basis) without taking into account any Transaction Costs and/or any unrealised gains or losses on any derivative instruments other than any derivative instruments which are accounted for on a hedge accounting basis and excluding any interest on Bonds that have been repurchased, and not resold, by any Group Company during the Reference Period and any payment-in-kind interest accruing on Shareholder Loans which is payable after the Final Redemption Date.

“Finance Documents” means the Terms and Conditions, the Escrow Account Pledge Agreement, the Transaction Security Documents, the Guarantee Agreement, the Intercreditor Agreement and any other document designated by the Issuer and the Trustee as a Finance Document.

“Finance Lease” means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any Finance Lease;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in paragraphs (a) to (f) above.

“Financial Statements” means the annual audited consolidated financial statements of the Group and the quarterly interim unaudited consolidated reports of the Group, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 14.1 (*Financial Statements*), in each case prepared in accordance with the Accounting Principles.

“First Call Date” means the date falling thirty (30) months after the First Issue Date or, to the extent such day is not a Business Day, the Business Day following from the application of the Business Day Convention.

“First Issue Date” means 10 February 2021.

“First Shareholder Merger” means the upstream merger whereby the Original Parent is absorbed by the Intermediate Parent, following which the Intermediate Parent becomes the owner, directly, of one hundred (100) per cent. of the shares in the Company.

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

“Group” means the Issuer and each of its Subsidiaries from time to time.

“Group Company” means the Issuer or any of its Subsidiaries.

“Guarantee” means the guarantees provided by the Guarantors under the Guarantee Agreement.

“Guarantee Agreement” means the guarantee and adherence agreement entered into or to be entered into between the Issuer, each Guarantor and the Trustee pursuant to which the Secured Obligations will be guaranteed by the Guarantors.

“Guarantor” means:

- (a) the Initial Guarantors; and
- (b) any other Group Company which has entered into or acceded to the Guarantee Agreement following the First Issue Date.

“Guarantor Coverage Ratio” has the meaning set out in paragraph (c) of Clause 16.8 (*Additional Security and Guarantees*).

“Hedge Counterparty” has the meaning set forth in the Intercreditor Agreement.

“Hedging Agreement” has the meaning set forth in the Intercreditor Agreement.

“Hedging Obligations” has the meaning set forth in the Intercreditor Agreement.

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

“Incurrence Test” has the meaning set forth in Clause 15.1 (*Incurrence Test*).

“Initial Bond” means any Bond issued on the First Issue Date.

“Initial Bond Issue” has the meaning set forth in Clause 3.3.

“Initial Guarantors” means the Issuer, Uppländska Bergborrnings Aktiebolaget (reg. no. 556213-1556), Bellmans Åkeri & Entreprenad AB (reg. no. 556402-9006), VSM Entreprenad AB (reg. no. 556856-6011), Samgräv Holding AB (reg. no. 556850-6363), Samgräv Maskinförmedling AB (reg. no. 556812-2252) and Såcab Åkericentral AB (reg. no. 556527-8529).

“Initial Nominal Amount” has the meaning set forth in Clause 3.3.

“Intercreditor Agreement” means the intercreditor agreement entered into between, amongst others, the Issuer, the Parent, the Trustee and the Initial Guarantors on or about the First Issue Date.

“Interest Payment Date” means 10 February, 10 May, 10 August and 10 November 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 (with the first Interest Payment Date on 10 May 2021 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)).

“Interest Period” means each period beginning on (but excluding) the First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant) and, in respect of Subsequent Bonds, each period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“Interest Rate” means STIBOR plus 5.00 per cent. *per annum*.

“Intermediate Parent” means Verdane Alexander Holding AB (reg. no. 559040-9313).

“Intragroup Debt” has the meaning set forth in the Intercreditor Agreement.

“Issue Date” means the First Issue Date or any date when Subsequent Bonds are issued.

“Issuer” means Bellman Group AB (publ), a limited liability company incorporated in Sweden with reg. no 559108-3729.

“Issuer Share Pledge Agreement” means the pledge agreement entered into by the Original Parent, the Intermediate Parent and the New Parent as pledgors and the Trustee as Security Agent on behalf of itself and the Bondholders in respect of a first priority pledge of all shares in the Issuer, granted in favour of the Trustee and the Bondholders (represented by the Trustee).

“Issuing Agent” means Arctic Securities AS, filial Sverige, reg. no. 556643-3891, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“Landfill Security” means guarantees or other Security provided by a Group Company, or provided by a financial institution on behalf of the Group, to any third party in relation to any of the Group’s landfill sites.

“Leverage Ratio” means the ratio of Net Interest Bearing Debt to Adjusted EBITDA.

“Listing Failure” shall be deemed to have occurred if:

- (a) the Initial Bonds have not been admitted to trading on the corporate bond list of Nasdaq Stockholm or any other Regulated Market within sixty (60) calendar days after the First Issue Date; or
- (b) any Subsequent Bonds have not been admitted to trading on the relevant Regulated Market within sixty (60) days after the relevant Issue Date.

“Main Shareholder” means:

- (a) Verdane Capital 2020 (D) AB and Verdane Capital 2020 (E) AB (through one or more holding companies directly or indirectly);
- (b) any funds, partnerships and other entities owned, managed, controlled or advised by and/or administrated by Verdane Fund Manager Future AB or any other company or vehicle within the Verdane sphere, in each case together with any directly or indirectly held associated co-investment vehicles;
- (c) any of Verdane’s co-investors (such co-investors investing alongside Verdane being subject to customary drag along provisions); and/or
- (d) any of their respective Affiliates (excluding any portfolio company).

“Market Loan” means any loan or other indebtedness where an entity issues commercial papers, certificates, convertibles, 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

quoted, listed, traded or otherwise admitted to trading on a Regulated Market or a recognised unregulated market place.

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

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

“Material Group Company” means:

- (a) the Issuer;
- (b) each Guarantor;
- (c) each Group Company owning shares in an Obligor or Material Group Company; and
- (d) any other Group Company with gross assets or earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA and on an unconsolidated basis and excluding intra-group items and investments in subsidiaries of any member of the Group) representing 10.00 per cent. or more of consolidated gross assets of the Group or EBITDA,

in each case calculated on the latest financial statements of that Group Company and the latest Financial Statements of the Group.

“Material Intragroup Loan” means any intra-group loan provided by the Issuer to any of its Subsidiaries where:

- (a) the term is at least twelve (12) months; and
- (b) the principal amount, when aggregated with all other intra-group loans with a term of at least twelve (12) months between the Issuer as creditor and the same Subsidiary as debtor exceeds SEK 25,000,000.

“Nasdaq Stockholm” means the Regulated Market of Nasdaq Stockholm AB (reg. no. 556420-8394).

“Net Finance Charges” means, for the Reference Period, the Finance Charges according to the latest consolidated Financial Statements, after deducting any interest payable for the relevant period to any Group Company and any interest income relating to Cash and Cash Equivalents of the Group.

“Net Interest Bearing Debt” means the consolidated interest bearing Financial Indebtedness of the Group less Cash and Cash Equivalents of the Group in accordance with the Accounting Principles (for the avoidance of doubt, excluding any Bonds owned by the Issuer, guarantees, bank guarantees, subordinated and pledged shareholder loans, any claims subordinated pursuant to a subordination agreement on terms and conditions satisfactory to the Trustee, and interest bearing Financial Indebtedness borrowed from any Group Company (and excluding any earn-out obligations or deferred purchase price should such be considered as an interest bearing Financial Indebtedness).

“**Net Proceeds**” means the proceeds from the Initial Bond Issue or any Subsequent Bond Issue, after deduction has been made for any Transaction Costs payable by the Issuer to the bookrunners and the relevant Issuing Agent for the services provided in respect of the relevant Bond Issue.

“**New Debt**” has the meaning set forth in the Intercreditor Agreement.

“**New Parent**” means Goldcup 25889 AB (u.c.n.t. Boreas HoldCo AB) (reg. no. 559261-2955).

“**Nominal Amount**” means, in respect of each Bond, the Initial Nominal Amount less the aggregate amount by which that Bond has been redeemed in part pursuant to Clause 12.4 (*Voluntary partial redemption upon an Equity Listing Event (call option)*) or Clause 12.5 (*Voluntary partial redemption (call option)*).

“**Obligor**” means the Issuer or a Guarantor.

“**Original Parent**” means Verdane Holding 26 AB (reg. no. 556877-1926).

“**Parent**” means:

- (a) prior to the First Shareholder Merger, the Original Parent;
- (b) following the First Shareholder Merger but prior to the Second Shareholder Merger, the Intermediate Parent; and
- (c) following the Second Shareholder Merger, the New Parent.

“**Permitted Acquisition**” means each of the following:

- (a) the incorporation of a limited liability company or the purchase of shares in an off-the-shelf limited liability company, in each case incorporated in the Nordics; or
- (b) an acquisition or acquisitions by a Group Company of shares or equivalent ownership interests of an entity, business or undertaking or in any landfills (each a “**Proposed Target**”), *provided that*:
 - (i) the business of the Proposed Target is similar or complementary to that of the Group;
 - (ii) the Proposed Target is incorporated (or equivalent) in the Nordics;
 - (iii) the Add-on Acquisition Incurrence Test is met (if applicable); and
 - (iv) no Event of Default is continuing or would occur on the date of or result from such acquisition.

“**Permitted Basket**” has the meaning set forth in paragraph (r) of the definition of Permitted Debt.

“**Permitted Debt**” means any Financial Indebtedness:

- (a) incurred under the Bonds (including pursuant to any Subsequent Bond Issue, if such incurrence meets the Incurrence Test or the Add-on Acquisition Incurrence Test (as applicable) (calculated *pro forma* including such issue));

- (b) incurred under the Existing Bonds and the Existing Debt, subject to the terms set out under Clause 6 (*Conditions Precedent*) and Clause 16.7 (*Conditions Subsequent*);
- (c) incurred by the Issuer, or any other member of the Group under the Super Senior RCF (and any refinancing, amendment or replacements thereof);
- (d) arising under any Finance Leases entered into in the ordinary course of the Group's business in a maximum aggregate capital amount not exceeding the higher of:
 - (i) SEK 250,000,000; or
 - (ii) 100.00 per cent. of Adjusted EBITDA for the relevant period ending on the last day of the most recent Financial Statements;
- (e) under any pension or tax liabilities incurred in the ordinary course of business;
- (f) arising under any earn-out obligations or obligation to pay any deferred purchase price in relation to any acquisitions;
- (g) arising under any promissory note issued by a Group Company as consideration for a Permitted Acquisition, provided that such promissory note promptly following issuance is set-off by the seller against a new share issue in a holding company of the Issuer;
- (h) taken up from a Group Company;
- (i) incurred by way of Shareholder Debt;
- (j) incurred by the Issuer if such Financial Indebtedness ranks *pari passu* (i.e. constituting any New Debt in accordance with the Intercreditor Agreement) or is subordinated to the obligations of the Issuer under the Finance Documents, meets the Incurrence Test or the Add-on Acquisition Incurrence Test (as applicable) (calculated *pro forma* including such incurrence) and has a final maturity date or final redemption date and, when applicable, early redemption dates or instalment dates which occur on or after the Final Redemption Date;
- (k) incurred as a result of any Group Company acquiring another entity which holds Financial Indebtedness, provided that the Incurrence Test is met (calculated *pro forma* including the acquired entity's indebtedness in question, provided however that such indebtedness is refinanced no later than ninety (90) calendar days from the acquisition with Financial Indebtedness constituting Permitted Debt (if applicable);
- (l) arising under any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability in the ordinary course of business of a Group Company;
- (m) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds, for the purpose of securing, *inter alia*, the redemption of the Bonds;

- (n) related to any agreements under which a Group Company leases office space (Sw. *kontorshyresavtal*) or other premises or sites provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company's business;
- (o) arising under any Hedging Obligations or, if a hedge counterparty does not wish to accede to the Intercreditor Agreement and benefit from the Transaction Security, arising under any other derivative transaction (a "**Derivative Transaction**") entered into by a Group Company in connection with protection against or benefit from fluctuation in any rate or price where such exposure arises in the ordinary course of business, including foreign exchange, interest or commodities, or in respect of payments to be made under the Terms and Conditions (excluding for the avoidance of doubt any Derivative Transaction which in itself is entered into for investment or speculative purposes);
- (p) incurred in the ordinary course of business under Advance Purchase Agreements;
- (q) incurred in relation to Landfill Security, in a total amount not exceeding SEK 20,000,000; and
- (r) not permitted by paragraphs (a) to (q) above, in an aggregate amount not at any time exceeding the higher of (i) SEK 50,000,000 or (ii) twenty (20.00) per cent. of Adjusted EBITDA (all such Financial Indebtedness is together referred to as the "**Permitted Basket**").

"**Permitted Distribution**" means (whether directly or indirectly):

- (a) a payment made by a Group Company to another Group Company, provided that if such payment is made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis;
- (b) a payment (but for the avoidance of doubt, neither payments of interest nor payments of principal may be made in respect of Shareholder Debt) by a Group Company for regulatory costs, audit fees, administrative costs and any other expenses required to maintain the corporate existence of the Parent or to fund its operating costs or to pay their taxes, in a maximum aggregate amount of SEK 1,000,000 (or its equivalent in any other currency or currencies) in any financial year;
- (c) a dividend distribution (but for the avoidance of doubt, neither payments of interest nor of principal may be made in respect of Shareholder Debt) by the Issuer, provided that:
 - (i) the aggregate amount of all Permitted Distributions of the Group in a financial year (including the Permitted Distribution in question, excluding any Permitted Distribution made in accordance with paragraph (a) above, paragraph (ii) in this paragraph (c) and paragraph (d) below) does not exceed 50.00 per cent. of the Group's consolidated net profit (Sw. *årets resultat*) according to the annual audited financial statements for the previous financial year; or
 - (ii) without prejudice to the right set out in paragraph (i) above, but subject to the requirements set out in Clause 16.9 (*Disposals of assets*), such consists of the

difference of (A) the net proceeds received from a disposal of any of the Group's landfill sites and (B) the accumulated investments (including but not limited to acquisition and machinery) made in respect of that particular landfill site,

in each case for paragraphs (i) and (ii) above that the ratio of Net Interest Bearing Debt to EBITDA (calculated on a *pro forma* basis including the Permitted Distribution) does not exceed 2:1; and

- (d) by a Group Company to its shareholders as a group contribution (Sw. *koncernbidrag*), provided that no cash or other funds are transferred as a result thereof unless the distribution made to another Group Company for tax netting purposes (in which case a cash distribution shall be permitted) and, in each case, provided that the parent company receiving the group contribution makes a shareholders' contribution (Sw. *ovillkorat aktieägartillskott*) in the same amount, and simultaneously with the group contribution, to the grantor of the group contribution,

in each case provided that:

- (i) such transaction is permitted by law; and
- (ii) no Event of Default is continuing or would result from such transaction or would occur after the expiry of any applicable grace period.

“Permitted Security” means any guarantee or Security:

- (a) provided in accordance with the Senior Finance Documents;
- (b) provided under the Existing Bonds and the Existing Debt, provided that such Security is released and discharged in full in connection with the cancellation and repayment of the Existing Bonds and the Existing Debt in accordance with the terms set out under Clause 16.7 (*Conditions Subsequent*);
- (c) provided in respect of the Super Senior RCF in accordance with the Intercreditor Agreement;
- (d) created in respect of any Finance Lease constituting Permitted Debt but only in relation to the leased asset;
- (e) provided in relation to any agreement under which a Group Company leases office space (Sw. *kontorshyresavtal*) or other premises provided that such lease constitutes Permitted Debt but not consisting of security interests in shares in any Group Company or Security over any other asset which constitutes Transaction Security;
- (f) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including any group cash pool arrangements;
- (g) provided in relation to a Derivative Transaction but not consisting of security interests in shares in any Group Company or Security over any other asset which constitutes Transaction Security;

- (h) provided under the pension or tax liabilities but not consisting of security interests in shares in any Group Company or Security over any other asset which constitutes Transaction Security;
- (i) provided pursuant to paragraph (k) of the definition of Permitted Debt provided that such Security is released within 90 calendar days from the acquisition;
- (j) provided in connection with a redemption of the Bonds in full and constituting a first priority pledge over a bank account in the name of the Issuer for the purpose of securing, inter alia, the redemption of the Bonds;
- (k) 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);
- (l) provided in respect of Landfill Security pursuant to paragraph (q) of the definition of Permitted Debt but not consisting of security interests in shares in any Group Company or Security over any other asset which constitutes Transaction Security; and
- (m) provided in relation to the Permitted Basket but not consisting of security interests in shares in any Group Company or Security over any other asset which constitutes Transaction Security.

“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.

“Proceeds Account” has the meaning set forth in the Intercreditor Agreement.

“Proposed Target” has the meaning set forth in paragraph (b) of the definition of Permitted Acquisition.

“Quotation Day” means (i) in relation to an Interest Period for which an Interest Rate is to be determined, two (2) Business Days before the immediately preceding Interest Payment Date (or, in respect of the first Interest Period, two (2) Business Days before the First Issue Date), or (ii) in relation to any other period for which an Interest Rate is to be determined, two (2) Business Days before the first day of that period.

“Record Date” means (as applicable) (i) in relation to Clause 12.3 (*Early voluntary total redemption (call option)*), the Business Day agreed upon in accordance with Clause 12.3.3, or (ii) the fifth (5th) Business Day prior to (a) an Interest Payment Date, (b) a Redemption Date, (c) a date on which a payment to the Bondholders is to be made under Clause 17.11 (*Distribution of proceeds*), (d) the date of a Bondholders’ Meeting, or (e) 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 12 (*Redemption and repurchase of the Bonds*).

“Reference Date” means 31 March, 30 June, 30 September and 31 December each year.

“Reference Period” means each period of twelve (12) consecutive calendar months ending on a Reference Date.

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

“Samgräv Recycling” means Samgräv Recycling AB (reg. no. 556947-6160).

“Second Shareholder Merger” means the upstream merger whereby the Intermediate Parent is absorbed by the New Parent, following which the New Parent becomes the owner, directly, of one hundred (100) per cent. of the shares in the Company.

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

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

“Securities Account” means the account for dematerialised securities (Sw. *avstämningsregister*) maintained by the CSD pursuant to the Financial Instruments Accounts Act in which an owner of such securities is directly registered or 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 Secured Parties’ agent under the Senior Finance Documents from time to time; initially Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879).

“SEK” means the lawful currency of Sweden.

“Senior Finance Documents” has the meaning set forth in the Intercreditor Agreement.

“Share Disposal” has the meaning set forth in the Intercreditor Agreement.

“Shareholder Debt” means any debt under any shareholder loan to the Issuer as debtor (or to another Group Company as debtor provided by a shareholder to the Issuer), if such shareholder loan:

- (a) in the case of shareholder loans from the Parent to the Issuer, is pledged in favour of the Secured Parties as part of the Transaction Security;
- (b) is subordinated to the obligations of all obligors under the Senior Finance Documents in accordance with the Intercreditor Agreement;
- (c) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (d) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date (unless permitted under the Finance Documents).

“Shareholder Mergers” means the First Shareholder Merger and the Second Shareholder Merger.

“SSRCF Creditor” means any creditor under a Super Senior RCF.

“STIBOR” means:

- (a) the Stockholm interbank offered rate (STIBOR) administered by the Swedish Financial Benchmark Facility (or the replacing administrator or calculation agent) for the offering of deposits in Swedish Kronor and for a period equal to the relevant Interest Period, as displayed on page STIBOR= of the Thomson Reuters screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day; or
- (b) if no such rate as set out in paragraph (a) above is available for the relevant Interest Period, the rate calculated by the Issuing Agent (rounded upwards to four decimal places) which results from interpolating on a linear basis between (i) the applicable screen rate for the longest period (for which that screen rate is available) which is less than the Interest Period and (ii) the applicable screen rate for the shortest period (for which that screen rate is available) which exceeds that Interest Period, as of or around 11.00 a.m. on the Quotation Day; or
- (c) if no rate is available for the relevant Interest Period pursuant to paragraph (a) and/or (b) above, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no rate is available for the relevant Interest Period pursuant to paragraphs (a) and (b) above and no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant period,

provided that if STIBOR is less than zero, it shall be deemed to be zero.

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

“Subsequent Bond Issue” means any issue of Subsequent Bonds.

“Subsidiary” means, in relation to the Issuer, any legal entity (whether incorporated or not), in respect of which the Issuer, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body; or
- (d) exercises control as determined in accordance with the Accounting Principles.

“**Super Senior RCF**” means any revolving credit facility for working capital and general corporate purposes and prepayment of the Existing Bond (including acquisitions and any other capital expenditure purposes of the Group), and any refinancing, amendment or replacements thereof, in an aggregate amount not exceeding the higher of (i) SEK 250,000,000 or (ii) 100.00 per cent. of Adjusted EBITDA for the relevant period ending on the last day of the most recent Financial Statements (any downward adjustment of total commitments under the Super Senior RCF shall only occur in connection with the publication of the annual audited consolidated financial statements but shall not be required to be decreased below SEK 250,000,000).

“**Third Party Disposal**” has the meaning set forth in the Intercreditor Agreement.

“**Total Assets**” means total gross assets of the Group calculated on a consolidated basis, in each case according to the latest consolidated Financial Statements of the Group and in accordance with the Accounting Principles.

“**Transaction Costs**” means all fees, costs and expenses incurred by the Issuer or any other Group Company directly in connection with the Initial Bond Issue, any Subsequent Bond Issue, under the Existing Bonds, the Super Senior RCF, the admission to trading of the Bonds.

“**Transaction Security**” means, subject to the Agreed Security Principles, Security in respect of:

- (a) all shares in the Issuer and all shares held by a Group Company in each other Material Group Company and/or Guarantor;
- (b) any existing business mortgage certificates (Sw. *företagsinteckningar*) issued by any Guarantor;
- (c) all present and future Material Intragroup Loans; and
- (d) all present and future shareholders loans from the Parent to the Issuer.

“**Transaction Security Documents**” means the security documents pursuant to which the Transaction Security is created.

“**Trustee**” means the Bondholders’ agent under these Terms and Conditions from time to time; initially Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879).

“**Trustee Agreement**” means the agreement entered into on or prior to the First Issue Date between the Issuer and the Trustee, or any replacement agency agreement entered into after the First Issue Date between the Issuer and the Trustee.

“**Vendor Loan Note**” means the vendor loan note with an outstanding nominal amount of approximately SEK 1,300,000 issued by the Issuer to Hasseludd Holding AB (reg. no. 556394-8313).

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 18.3 (*Written Procedure*).

1.2 Construction

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

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (d) a provision of regulation is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

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

1.2.3 When ascertaining whether a limit or threshold specified in SEK has been attained or broken, any 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 (Sw. *Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

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

1.2.5 No delay or omission of the 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.

1.2.6 The selling and distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of the Terms and Conditions and may be updated without the consent of the Bondholders and the Trustee (save for the privacy statement insofar it relates to the Trustee).

1.3 **Conflict of terms**

In case of any conflict of terms between the Intercreditor Agreement and any other Finance Document, the terms of the Intercreditor Agreement shall take precedent.

2. **STATUS OF THE BONDS**

Subject to the Intercreditor Agreement, the Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank, without any preference among them, at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them and except for the obligations under the Super Senior RCF and the Hedging Obligations which, following the entering into of the Intercreditor Agreement, shall rank super senior to the Bonds.

3. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS

- 3.1 The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.2 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions.
- 3.3 The aggregate amount of the bond loan will be an amount of up to SEK 1,500,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,250,000 or full multiples thereof (the “**Initial Nominal Amount**”). The total aggregate nominal amount of the Initial Bonds is SEK 900,000,000 (“**Initial Bond Issue**”).
- 3.4 All Initial Bonds are issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount. The price of Subsequent Bonds may be set at the Nominal Amount, at a discount or at a higher price than the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,250,000.
- 3.6 The ISIN for the Bonds is SE0015221999.
- 3.7 The Issuer may at one or more occasions after the First Issue Date issue Subsequent Bonds under these Terms and Conditions, until the total amount under such Subsequent Bond Issue(s) and the Initial Bond Issue equals SEK 1,500,000,000, provided that (i) the Incurrence Test or, if applicable, the Add-on Acquisition Incurrence Test is met (in each case tested on a *pro forma* basis with the new debt being incurred as a result of the Subsequent Bond Issue) and (ii) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the Subsequent Bond Issue. Any Subsequent Bond shall, for the avoidance of doubt, be issued subject to these Terms and Conditions and the ISIN, the Interest Rate, the Nominal Amount and the Final Redemption Date applicable to the Initial Bonds shall apply also to Subsequent Bonds.

4. USE OF PROCEEDS

- 4.1 The Net Proceeds of the Initial Bond Issue shall be applied towards:
- (a) *firstly*, repayment in full of the Existing Bonds;
 - (b) *secondly*, payment of costs and expenses in connection with the issuance of the Initial Bonds and refinancing of the Existing Bonds; and
 - (c) *thirdly*, general corporate purposes including acquisitions.
- 4.2 The proceeds from any Subsequent Bond Issue shall be used towards general corporate purposes (including but not limited to acquisitions).

5. ESCROW OF PROCEEDS

- 5.1 The Net Proceeds of the Initial Bond Issue shall be deposited on the Escrow Account pending application in accordance with Clause 4.1 (*Use of Proceeds*) above.
- 5.2 If the Trustee determines that it has not received the conditions precedent set out in Part 2 (*Conditions precedent for Disbursement – Initial Bond Issue*) of Schedule 1 (*Conditions Precedent*) within sixty (60) calendar days from the First Issue Date and the Trustee has not amended or waived such conditions in accordance with Clause 19 (*Amendments and waivers*), the Issuer shall redeem all, but not some only, of the outstanding Bonds in full at a price equal to one hundred (100) per cent. of the Nominal Amount, together with any accrued but unpaid interest (a “**Mandatory Redemption**”). The Mandatory Redemption shall fall no later than thirty (30) calendar days after the ending of the sixty (60) calendar days period referred to above. The funds on the Escrow Account shall in such case be applied towards redemption of the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer.
- 5.3 A Mandatory Redemption shall be made by the Issuer giving notice to the Bondholders and the Trustee promptly following the date when the Mandatory Redemption is triggered pursuant to Clause 5.2 above. Any such notice shall state the Redemption Date and the relevant Record Date.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent for Settlement – Initial Bond Issue

- 6.1.1 The settlement of the Initial Bond Issue is subject to the Trustee being satisfied it has received all of the documents and other evidence listed in Part 1 (*Conditions Precedent for Settlement – Initial Bond Issue*) of Schedule 1 (*Conditions Precedent*).
- 6.1.2 The Trustee shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.1.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)). The First Issue Date shall not occur (i) unless the Trustee makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the First Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the First Issue Date (subject to the rules and regulations of the CSD).
- 6.1.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clauses 6.1.2, the Issuing Agent shall settle the issuance of the Initial Bonds and pay the Net Proceeds of the Initial Bond Issue to the Escrow Account on the First Issue Date.

6.2 Conditions Precedent for Disbursement – Initial Bond Issue

- 6.2.1 The Trustee’s approval of the disbursement of any Net Proceeds from the Escrow Account is subject to the Trustee being satisfied it has received all of the documents and other evidence listed in Part 2 (*Conditions precedent for Disbursement – Initial Bond Issue*) of Schedule 1 (*Conditions Precedent*).
- 6.2.2 When the Trustee is satisfied that the conditions in Clause 6.2.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)), the Trustee

shall (i) promptly confirm such fulfilment to the Issuer and (ii) without delay instruct the relevant account bank to transfer funds from the Escrow Account to the bank account of the Issuer affiliated with the CSD (such disbursement to occur no earlier than one (1) Business Day prior to the redemption date for the Exiting Bonds, unless otherwise agreed with the Trustee for technical reasons, always provided that the Trustee is satisfied that the conditions in Clause 6.2.1 have been fulfilled).

6.3 Conditions Precedent for Settlement – Subsequent Bond Issue

6.3.1 The settlement of any Subsequent Bond Issue is subject to the Trustee being satisfied it has received all of the documents and other evidence listed in Part 3 (*Conditions Precedent for Settlement – Subsequent Bond Issue*) of Schedule 1 (*Conditions Precedent*).

6.3.2 The Trustee shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.3.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)). The relevant Issue Date shall not occur (i) unless the Trustee makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the relevant Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the relevant Issue Date (subject to the rules and regulations of the CSD).

6.3.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clauses 6.3.2, the Issuing Agent shall settle the issuance of the Subsequent Bonds.

6.4 No responsibility for documentation

The Trustee may assume that the documentation and evidence delivered to it 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 or evidence. Neither the conditions precedent nor the conditions subsequent are reviewed by the Trustee from a legal or commercial perspective of the Bondholders.

7. THE BONDS AND TRANSFERABILITY

7.1 Each Bondholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.

7.2 The Bonds are freely transferable. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.

7.3 Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.

7.4 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, (due to, *e.g.*, its

nationality, its residency, its registered address or its place(s) of business). Each Bondholder must ensure compliance with such restrictions at its own cost and expense.

- 7.5 For the avoidance of doubt a Bondholder which allegedly has purchased Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Bondholder hereunder in each case until such allegations have been resolved.

8. BONDS IN BOOK-ENTRY FORM

- 8.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.
- 8.2 Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 8.3 The Issuer (and the Trustee when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the Debt Register. At the request of the Trustee, the Issuer shall promptly obtain such information and provide it to the Trustee.
- 8.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register. If the Trustee does not otherwise obtain information from such Debt Register as contemplated under these Terms and Conditions, the Issuing Agent shall at the request of the Trustee obtain information from the Debt Register and provide it to the Trustee.
- 8.5 At the request of the Trustee, the Issuer shall promptly obtain information from the Debt Register and provide it to the Trustee.
- 8.6 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. The Issuer may not revoke any such power of attorney unless directed by the Trustee or unless consent thereto is given by the Bondholders.
- 8.7 The Issuer (and the Trustee when permitted under the CSD's applicable regulations) may use the information referred to in Clause 8.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 9.1 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 authorisation from the Bondholder or,

if applicable, a coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation for such Person.

- 9.2 A Bondholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the 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.
- 9.3 The Trustee shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clauses 9.1 and 9.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Trustee has actual knowledge to the contrary.
- 9.4 These Terms and Conditions shall not affect the relationship between a Bondholder who is the nominee (Sw. *förvaltare*) with respect to a Bond and the owner of such Bond, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

10. PAYMENTS IN RESPECT OF THE BONDS

- 10.1 Any payment or repayment under these Terms and Conditions shall be made to such Person who is registered as a Bondholder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 10.2 If a Bondholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate 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.
- 10.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 11.4 during such postponement.
- 10.4 If payment or repayment is made in accordance with this Clause 10, 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 of that the payment was being made to a Person not entitled to receive such amount.
- 10.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Bond Issue or a Subsequent Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse

any stamp duty or public fee or to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

11. INTEREST

- 11.1 The Initial Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its Issue Date (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 11.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 11.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 11.4 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 200 basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Trustee or the CSD, in which case the Interest Rate shall apply instead.

12. REDEMPTION AND REPURCHASE OF THE BONDS

12.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the Bonds in full on the Final Redemption Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a Business Day, the redemption shall to the extent permitted under the CSD's applicable regulations occur on the Business Day following from an application of the Business Day Convention or, if not permitted under the CSD's applicable regulations, on the first following Business Day.

12.2 Purchase of Bonds by Group Companies

- 12.2.1 Each Group Company may, subject to applicable regulations, at any time and at any price purchase Bonds on the market or in any other way. Any Bonds held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

12.3 Early voluntary total redemption (call option)

- 12.3.1 The Issuer may redeem all, but not only some, of the Bonds on any Business Day before the Final Redemption Date. Each Bond shall be redeemed at the applicable Call Option Amount together with accrued but unpaid interest.

- 12.3.2 Redemption in accordance with Clause 12.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Trustee. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.
- 12.3.3 For the purpose of calculating the remaining interest payments pursuant to paragraph (a) of the definition of Call Option Amount, it shall be assumed that the Interest Rate for the period from the relevant record date to the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Bondholders. The relevant Record Date shall be agreed upon between the Issuer, the CSD and the Trustee in connection with such repayment.
- 12.4 **Voluntary partial redemption upon an Equity Listing Event (call option)**
- 12.4.1 Provided that at least sixty-five (65) per cent. of the aggregate Nominal Amount of the Initial Bond Issue remains outstanding after such prepayment, the Issuer may at one occasion, in connection with an Equity Listing Event, make a partial prepayment of Bonds, in which case all outstanding Bonds shall be partially repaid by way of reducing the Nominal Amount of each Bond *pro rata* (rounded down to the nearest SEK 1.00).
- 12.4.2 The repayment must occur on an Interest Payment Date within one hundred and eighty (180) calendar days after such Equity Listing Event and be made with funds in an aggregate amount not exceeding the cash proceeds received by the Issuer or another Group Company as a result of such Equity Listing Event (net of fees, charges and commissions actually incurred in connection with such Equity Listing Event and net of taxes paid or payable as a result of such Equity Listing Event).
- 12.4.3 The repayment per Bond shall equal the repaid percentage of the Nominal Amount (rounded down to the nearest SEK 1.00) plus (i) a premium on the repaid amount as set forth in the Call Option Amount for the relevant period and shall for the period until the First Call Date be the price set out in paragraph (b) of the definition of Call Option Amount and (ii) accrued but unpaid interest on the repaid amount.
- 12.5 **Voluntary partial redemption (call option)**
- 12.5.1 Provided that at least 65.00 per cent. of the aggregate Nominal Amount of the Initial Bond Issue remains outstanding after such prepayment, the Issuer may at one occasion make a partial prepayment of Bonds in an amount corresponding to a maximum of twenty (20.00) per cent. of the aggregate Nominal Amount of the Initial Bond Issue, in which case all outstanding Bonds shall be partially repaid by way of reducing the Nominal Amount of each Bond *pro rata* (rounded down to the nearest SEK 1.00).
- 12.5.2 The repayment must occur on an Interest Payment Date and the Issuer shall give not less than twenty (20) Business Days' notice of the repayment to the Trustee and the Bondholders.

- 12.5.3 The repayment per Bond shall equal the repaid percentage of the Nominal Amount (rounded down to the nearest SEK 1.00) plus (i) a premium on the repaid amount as set forth in the Call Option Amount for the relevant period and shall for the period until the First Call Date be the price set out in paragraph (b) of the definition of Call Option Amount and (ii) accrued but unpaid interest on the repaid amount.
- 12.6 **Early voluntary total redemption due to illegality (call option)**
- 12.6.1 The Issuer may redeem all, but not some only, of the outstanding Bonds at an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.
- 12.6.2 The applicability of Clause 12.6.1 shall be supported by a legal opinion issued by a reputable law firm.
- 12.6.3 The Issuer may give notice of redemption pursuant to Clause 12.6.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. The Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.
- 12.7 **Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)**
- 12.7.1 Upon the occurrence of a Change of Control, De-listing or Listing Failure each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) 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 thirty (30) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (d) of Clause 14.4. In relation to a Change of Control, the thirty (30) calendar days' period may not start earlier than upon the occurrence of the Change of Control.
- 12.7.2 The notice from the Issuer pursuant to paragraph (d) of Clause 14.4 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 paragraph (d) of Clause 14.4. The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 12.7.1.
- 12.7.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 12.7, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 12.7 by virtue of the conflict.

- 12.7.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12.7, if a third party in connection with the occurrence of a Change of Control, a De-listing or a Listing Failure offers to purchase all Bonds in the manner and on the terms set out in this Clause 12.7 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12.7, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 12.7.5 Any Bonds repurchased by the Issuer pursuant to this Clause 12.7 may at the Issuer's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

13. TRANSACTION SECURITY AND GUARANTEES

- 13.1.1 Subject to the Intercreditor Agreement, as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants, and shall procure that each other Group Company (as applicable) grants, the Transaction Security as first ranking Security to the Secured Parties as represented by the Trustee at the times set out in these Terms and Conditions. The Transaction Security shall be provided and perfected pursuant to, and subject to the terms of, the Transaction Security Documents.
- 13.1.2 The Trustee shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Transaction Security Documents and the Intercreditor Agreement.
- 13.1.3 Subject to the Agreed Security Principles, the Issuer shall ensure that first ranking Security is granted in favour of the Secured Parties in accordance with and at the times stipulated in Clause 6 (*Conditions precedent*), Clause 16.7 (*Conditions Subsequent*) and Clause 16.8 (*Additional Security and Guarantees*) in respect of:
- (a) the shares in the Issuer;
 - (b) all shares held by a Group Company in each Material Group Company and/or Guarantor (as applicable);
 - (c) any existing business mortgage certificates (*Sw. företagsinteckningar*) issued by a Guarantor;
 - (d) all present and future Material Intragroup Loans; and
 - (e) any shareholder loans provided by the Parent to the Issuer.
- 13.1.4 Subject to the terms of the Intercreditor Agreement, unless and until the Trustee has received instructions from the Bondholders in accordance with Clause 18 (*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 Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.

13.1.5 Subject to the terms of the Intercreditor Agreement, each Guarantor shall, at the time set out in these Terms and Conditions, irrevocably and unconditionally, in accordance with Swedish law, as principal obligor (Sw. *proprieborgen*), guarantee to the Trustee and the Bondholders the punctual performance of the Secured Obligations in accordance with and subject to the Guarantee Agreement.

13.2 **Miscellaneous**

13.2.1 For the purpose of exercising the rights of the Secured Parties, the Trustee may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Bonds are made to another bank account. The Issuer shall immediately upon request by the Trustee provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee and the CSD), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 13.

13.3 **Further assurance**

13.3.1 The Issuer shall, and shall ensure that each other Group Company will, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)):

- (a) to perfect the Transaction Security created or intended to be created or for the exercise of any rights, powers and remedies of the Finance Parties provided by or pursuant to the Finance Documents or by law; and/or
- (b) to (after the Transaction Security has become enforceable) facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

13.3.2 The Issuer shall (and shall ensure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Transaction Security conferred or intended to be conferred on the Finance Parties by or pursuant to the Finance Documents.

13.4 **Enforcement**

13.4.1 Subject to the Intercreditor Agreement, if the Bonds are declared due and payable according to Clause 17 (*Termination of the Bonds*), or following the Final Redemption Date, the Trustee is, without first having to obtain the Bondholders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Trustee finds acceptable (if in accordance with the Transaction Security Documents).

13.4.2 If a Bondholders' Meeting has been convened, or a Written Procedure has been instigated, to decide on the termination of the Bonds and/or the enforcement of all or any of the Transaction Security, the Trustee is obligated to take actions in accordance with the Bondholders' decision regarding the Transaction Security. However, if the Bonds are not terminated due to that the cause for termination has ceased or due to any other circumstance mentioned in the Finance

Documents, the Trustee shall not enforce the Transaction Security. If the Bondholders, without any prior initiative from the Trustee or the Issuer, have made a decision regarding termination of the Bonds and enforcement of the Transaction Security in accordance with the procedures set out in Clause 18 (*Decisions by Bondholders*), the Trustee shall promptly declare the Bonds terminated and enforce the Transaction Security. The Trustee is however not liable to take action if the Trustee considers cause for termination and/or acceleration not to be at hand, unless the instructing Bondholders in writing commit to holding the Trustee indemnified and, at the Trustee's own discretion, grant sufficient security for the obligation.

- 13.4.3 For the purpose of exercising the rights of the Bondholders and the Trustee under the Finance Documents and for the purpose of distributing any funds originating from the enforcement of any Transaction Security, the Issuer irrevocably authorises and empowers the Trustee to act in the name of the Issuer, and on behalf of the Issuer, to instruct the CSD to arrange for payment to the Bondholders in accordance with Clause 13.4.2 above. To the extent permissible by law, the powers set out in this Clause 13.4.3 are irrevocable and shall be valid for as long as any Bonds remain outstanding. The Issuer shall immediately upon request by the Trustee provide the Trustee with any such documents, including a written power of attorney, which the Trustee deems necessary for the purpose of carrying out its duties under Clause 17.12.3 below (including as required by the CSD in order for the CSD to accept such payment instructions). Especially, the Issuer shall, upon the Trustee's request, provide the Trustee with a written power of attorney empowering the Trustee to change the bank account registered with the CSD to a bank account in the name of the Trustee and to instruct the CSD to pay out funds originating from an enforcement in accordance with Clause 13.4.2 above to the Bondholders through the CSD.

13.5 **Release of Transaction Security and Guarantees**

- 13.5.1 Subject to the Intercreditor Agreement, the Trustee shall be entitled to release the Transaction Security and Guarantees in accordance with the terms of the Transaction Security Documents and the Guarantee Agreement.
- 13.5.2 The Trustee shall be entitled to release the security over the Escrow Account in accordance with the Escrow Account Pledge Agreement in order to fund a Mandatory Redemption in accordance with Clause 5.2.

14. **INFORMATION UNDERTAKINGS**

14.1 **Financial Statements**

The Issuer shall prepare and make available to the Trustee and on its website:

- (a) not later than four (4) months after the expiry of each financial year, the annual audited consolidated financial statements of the Group (in English); and
- (b) not later than two (2) months after the expiry of each quarter of each of its financial years, the quarterly interim unaudited consolidated financial statements or year-end report of the Group (in English).

14.2 Requirements as to Financial Statements

- 14.2.1 The Issuer shall prepare the Financial Statements in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of Nasdaq Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).
- 14.2.2 Each of the Financial Statements shall include a profit and loss account, a balance sheet, a cash flow statement and a management commentary or report from the Issuer's board of directors.

14.3 Compliance Certificate

- 14.3.1 The Issuer shall issue a Compliance Certificate to the Trustee signed by the Issuer:
- (a) in connection with the delivery of Financial Statements in accordance with paragraph (a) of Clause 14.1 (*Financial Statements*);
 - (b) in connection with the testing of an Incurrence Test or Add-on Acquisition Incurrence Test; and
 - (c) at the Trustee's reasonable request, within twenty (20) Business Days from such request.
- 14.3.2 In each Compliance Certificate, the Issuer shall:
- (a) certify that, so far as it is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it;
 - (b) if provided in connection with the testing of the Incurrence Test or Add-on Acquisition Incurrence Test, certify that the Incurrence Test or Add-on Acquisition Incurrence Test (as applicable) is met and including calculations and figures in respect of the Incurrence Test or Add-on Acquisition Incurrence Test (as applicable); and
 - (c) if provided in connection with an Annual Report, provide information on any new Material Group Companies and confirmation of compliance with the Guarantor Coverage Ratio.

14.4 Miscellaneous

The Issuer shall:

- (a) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions) available on its website;
- (b) make available in its financial statements information regarding the aggregate number of Bonds held and/or cancelled by the Issuer and, as far as the Issuer is aware, any other Group Company and/or any Affiliate of the Issuer, from time to time;
- (c) upon request by the Trustee, provide the Trustee with any information relating to a disposal made pursuant to Clause 16.9 (*Disposal of assets*), which the Trustee deems necessary (acting reasonably); and

- (d) promptly notify the Trustee (and, as regards a Change of Control, De-listing or Listing Failure, the Bondholders) upon becoming aware of the occurrence of a Change of Control, De-listing, Listing Failure or an Event of Default, and shall provide the Trustee with such further information as the Trustee may request (acting reasonably) following receipt of such notice.

The Trustee shall keep a copy of the latest version of the Intercreditor Agreement (including documents amending the Intercreditor Agreement) available for the Bondholders at its office during normal business hours.

15. FINANCIAL COVENANTS

15.1 Incurrence Test

15.1.1 Unless the Add-on Acquisition Incurrence Test applies in respect of the relevant incurrence, the Incurrence Test shall be made in respect of any transaction which is stated to be subject to the Incurrence Test pursuant to these Terms and Conditions.

15.1.2 The Incurrence Test is met if the Leverage Ratio is not greater than:

- (a) 3.50:1 if tested from, and including, the First Issue Date to, and including, 31 December 2021;
- (b) 3.25:1 if tested on or after 1 January 2022 to, and including, 31 December 2022; and
- (c) 3.00:1 if tested on or after 1 January 2023 to, and including, the Final Redemption Date,

in each case calculated in accordance with Clause 15.2 (*Calculation principles*).

15.2 Add-on Acquisition Incurrence Test

15.2.1 The Add-on Acquisition Incurrence Test shall be applied in connection with the incurrence of:

- (a) Financial Indebtedness to be used for Permitted Acquisition; and
- (b) any Subsequent Bond Issue, if:
 - (i) incurred to refinance Financial Indebtedness incurred under the Super Senior RCF for the purpose of a Permitted Acquisition; and
 - (ii) the Subsequent Bonds are issued no later than six (6) month following the incurrence of the Financial Indebtedness under the Super Senior RCF.

15.2.2 The Add-on Acquisition Incurrence Test is met if the Leverage Ratio is not greater than 3.50:1.

15.3 Calculation principles

15.3.1 The calculation of the Incurrence Test or the Add-on Acquisition Incurrence Test shall be made as per a testing date determined by the Issuer, falling no more than two (2) months prior to the incurrence of the new Financial Indebtedness (including any Subsequent Bond Issue) that requires that the Incurrence Test or the Add-on Acquisition Incurrence Test is met, and adjusted so that any assets acquired with the Financial Indebtedness (as applicable) shall be included calculated *pro forma*.

15.3.2 The figures for EBITDA for the Reference Period ending on the last day of the period covered by the most recent Financial Statements (including the new Financial Indebtedness *pro forma*) shall be used for the Incurrence Test or Add-on Acquisition Incurrence Test (as applicable), but adjusted so that:

- (a) entities acquired or disposed of by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date, shall be included or excluded (as applicable), *pro forma*, for the entire Reference Period;
- (b) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Reference Period; and
- (c) any *pro forma* increases in EBITDA reasonably projected by the Group as a result of synergy effects and costs savings are included up to a cap of ten (10.00) per cent. of EBITDA which are reasonably likely to be realisable within eighteen (18) months resulting from an acquired entity subject to such synergy effects and costs savings being certified by the CFO (or similar) of the Issuer.

15.3.3 For the purpose of any Add-on Acquisition Incurrence Test:

- (a) the calculation of the ratio of Net Interest Bearing Debt to EBITDA shall be made based on the Net Interest Bearing Debt to EBITDA for the Group, including the target company on a *pro forma* basis; and
- (b) the Net Interest Bearing Debt shall be measured on the relevant testing date so determined but *include* the new Financial Indebtedness, *pro forma*, incurred by the Group for the acquisition.

15.3.4 When calculating compliance with the Incurrence Test or Add-on Acquisition Incurrence Test (as applicable) in connection with the incurrence of new Financial Indebtedness, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce Net Interest Bearing Debt.

16. SPECIAL UNDERTAKINGS

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 16.

16.1 Distributions

The Issuer shall not, and shall procure that no other Group Company will:

- (a) pay any dividend on shares;
- (b) repurchase any of its own shares;
- (c) redeem its share capital or other restricted equity with repayment to shareholders; or
- (d) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the Issuer's or its Subsidiaries' direct and indirect shareholders or the Affiliates of such direct and indirect shareholders,

unless such transaction is a Permitted Distribution.

16.2 Admission to trading of Bonds

The Issuer shall ensure that:

- (a) the Initial Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm within six (6) months of the First Issue Date or, if such admission to trading is not possible to obtain or maintain, that such Bonds are admitted to trading on any other Regulated Market within six (6) months after the First Issue Date; and
- (b) any Subsequent Bonds are admitted to trading on the same Regulated Market as the Initial Bonds within six (6) months of the Issue Date in respect of the relevant Subsequent Bonds.

16.3 Nature of business

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

16.4 Financial Indebtedness

The Issuer shall not, and shall procure that no other Group Company will, incur any new Financial Indebtedness, or maintain or prolong any existing Financial Indebtedness, provided however that the Group Companies have a right to incur, maintain and prolong Financial Indebtedness which constitute Permitted Debt.

16.5 Loans out

The Issuer shall not, and shall procure that no other Group Company will, extend any loans in any form to any other party, save for (subject to the Intercreditor Agreement):

- (a) to other Group Companies and associated entities (Sw. *intressebolag*) of the Group; or
- (b) to any other party provided that such loan is provided within the ordinary course of the Group's business.

16.6 Negative Pledge

The Issuer shall not, and shall procure that no other Group Company will, create or allow to subsist, retain, provide, prolong or renew any guarantee or Security over any of its/their assets (present or future), provided however that the Group Companies have a right to create or allow to subsist, retain, provide, prolong and renew any Permitted Security.

16.7 Conditions Subsequent

The Issuer shall no later than one (1) Business Day following the date the Existing Bonds have been repaid in full, and the Security provided thereunder released, provide the following documents/evidence to the Trustee, unless being waived by the Trustee (in its sole discretion):

- (a) evidence that:
 - (i) the Existing Bonds have been repaid in full and that the Security provided thereunder has been released; and

- (ii) that the Existing Working Capital Facility has been rolled-over to and established as an ancillary facility under the Super Senior RCF and that any Security provided thereunder (if any) has been released and/or transferred to the Trustee (in its capacity as Security Agent) (as applicable) and that the Vendor Loan Note has been repaid in full and that the Security provided thereunder has been released;
- (b) copies of the following Transaction Security Documents, duly executed by the relevant Group Companies (as applicable):
 - (i) a pledge agreement in respect of the shares in each Initial Guarantor;
 - (ii) pledge agreement in respect of any present and future Material Intragroup Loans; and
 - (iii) pledge agreement in respect of existing business mortgages (Sw. *företagsinteckningar*) issued by the Initial Guarantors (if any),
 and evidence that all perfection requirements thereunder has been delivered in accordance with the terms of such Transaction Security Document;
- (c) evidence that the Issuer and each Initial Guarantor has entered into the Intercreditor Agreement and due execution of the relevant documents; and
- (d) evidence that the Issuer and each Initial Guarantor has entered into the Guarantee Agreement and due execution of the relevant documents.

16.8 **Additional Security and Guarantees**

- 16.8.1 Subject to Agreed Security Principles, the Issuer shall, or shall procure that the relevant Group Companies will, no later than sixty (60) calendar days following the publication of each Annual Report, provide the Trustee with the following documents and evidence in respect of any Group Company nominated as a new Material Group Company in the Compliance Certificate delivered with the Annual Report (provided that such company is wholly owned by the Issuer (directly or indirectly)) and, if required to meet the Guarantor Coverage Ratio, in respect of any additional Group Company (including any non-wholly owned Material Group Company):
- (a) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the relevant Finance Documents) for each acceding Guarantor and its shareholder(s) evidencing that the Finance Documents set out in paragraphs (b) and (d) below have been duly executed;
 - (b) evidence that each Group Company required to become a Guarantor has entered into or acceded to:
 - (i) the Guarantee Agreement as a Guarantor; and
 - (ii) the Intercreditor Agreement as an ICA Group Company or a subordination agreement with corresponding provisions regarding subordination of Intragroup Debt;

- (c) evidence in the form of a certificate signed by the Issuer that the Guarantors in aggregate represent at least eighty (80) per cent. of Total Assets and eighty (80) per cent. of EBITDA of the Group, excluding intra-group items and investments in subsidiaries of any member of the Group, (the “**Guarantor Coverage Ratio**”);
- (d) copies of Transaction Security Documents in respect of:
 - (i) subject to the Agreed Security Principles, the shares held by the Group in each Material Group Company, duly executed by the relevant shareholder; and
 - (ii) existing business mortgages issued by each Guarantor (if any),
 duly executed by the relevant Guarantor and evidence that the documents, notices and other evidences to be delivered pursuant to such Transaction Security Documents have been delivered and satisfied;
- (e) a legal opinion, in form and substance satisfactory to the Trustee, on the capacity and due execution, in respect of any entity being party to the relevant Transaction Security Document unless it is incorporated in Sweden, issued by a reputable law firm; and
- (f) a legal opinion on the validity and enforceability in respect of the relevant Transaction Security Document unless it is governed by Swedish law which, if requested by the Trustee, shall also include customary opinions regarding the role of the Trustee in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm.

16.8.2 Subject to Agreed Security Principles, the Issuer shall, or shall procure that the relevant Group Companies will, no later than the later of:

- (a) sixty (60) calendar days following the completion of an acquisition of a wholly-owned Material Group Company (calculated *pro forma* at the time of the acquisition) (the “**Target Company**”); and
- (b) sixty (60) calendar days following the publication of the first Annual Report following the acquisition of the Target Company,

provide the Trustee with the documents set out in paragraphs (a), (b), (d), (e) and (f) of Clause 16.8.1 (in respect of the Target Company only).

16.8.3 Prior to a Third Party Disposal, the Issuer shall, or shall procure that the relevant Group Company will, provide perfected Security in favour of the Secured Parties in respect of the relevant Proceeds Account subject to and in accordance with the Intercreditor Agreement.

16.8.4 In connection with a Share Disposal, the Issuer shall, or shall procure that the relevant Group Company will, provide Security in favour of the Secured Parties in accordance with the Intercreditor Agreement.

16.8.5 In connection with the Shareholder Mergers, the Company shall procure that the Intermediate Parent and the New Parent (as applicable) confirms that the Transaction Security remains in full force and effect following the Shareholder Mergers and that the share ledger of the Company and the share certificates issued by the Company are updated to reflect the Shareholder Mergers.

16.8.6 Notwithstanding anything to the contrary herein, neither the shares in Samgräv Recycling nor any assets of Samgräv Recycling shall be required to form part of the Transaction Security and Samgräv Recycling shall not be required to become a Guarantor, unless required to meet the Guarantor Coverage Ratio. Save as set out above, if Samgräv Recycling should become a Material Group Company, all other terms set out herein applicable to Material Group Companies in general shall apply also to Samgräv Recycling.

16.9 **Disposals of assets**

Subject to the terms of the Intercreditor Agreement, the Issuer shall not, and shall procure that no other Group Company will, sell or otherwise dispose of any shares in any Group Company or of any substantial assets or operations to any person not being the Issuer or a Material Group Company, unless the transaction is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect and provided that no Event of Default is continuing or would result from such transaction.

16.10 **Acquisitions**

The Issuer shall not, and shall procure that no other Group Company will, acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them) save for any Permitted Acquisition.

16.11 **Dealings with related parties**

The Issuer shall, and shall procure that each other Group Company will, conduct all dealings (other than Permitted Distributions) with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct and indirect shareholders at arm's length terms (other than contributions to wholly owned Subsidiaries).

16.12 **Compliance with laws and authorisations**

The Issuer shall, and shall make sure that each other Group Company will, (i) comply with all laws and regulations applicable to the Group from time to time and (ii) obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence, registration or other permit required for the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

16.13 **Affiliation with a CSD**

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

16.14 **Trustee Agreement**

The Issuer shall, in accordance with the Trustee Agreement:

- (a) pay fees to the Trustee;
- (b) indemnify the Trustee for costs, losses and liabilities;

- (c) furnish to the Trustee all information reasonably requested by or otherwise required to be delivered to the Trustee; and
- (d) not act in a way which would give the Trustee a legal or contractual right to terminate the Trustee Agreement.

17. TERMINATION OF THE BONDS

Each of the events or circumstances set out in this Clause 17 is an Event of Default (save for Clause 17.10 (*Termination*), Clause 17.11 (*Clean-Up Period*) and Clause 17.12 (*Distribution of proceeds*)).

17.1 Non-payment

An Obligor fails to pay an amount on the date it is due in accordance with the Finance Documents unless its failure to pay is due to technical or administrative error and is remedied within five (5) Business Days of its due date.

17.2 Other obligations

An Obligor or the Parent does not comply with its obligations under the Finance Documents in any other way than as set out under paragraph Clause 17.1 (*Non-payment*) above, unless the non-compliance is:

- (a) capable of being remedied; and
- (b) is remedied within fifteen (15) Business Days of the earlier of:
 - (i) the Trustee giving notice; and
 - (ii) the Issuer becoming aware of the non-compliance.

17.3 Cross payment default/cross-acceleration

- (a) Any Financial Indebtedness of a Material Group Company or of the Parent is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default howsoever described under any document relating to Financial Indebtedness of any Material Group Company or the Parent; or
- (b) any security interest securing Financial Indebtedness over any asset of any Material Group Company or the Parent is enforced,

provided however that the amount of Financial Indebtedness referred to under paragraph (a) and/or (b) above, individually or in the aggregate exceeds an amount corresponding to SEK 15,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

17.4 Insolvency

- (a) Any Material Group Company or the Parent:
 - (i) is unable or admits inability to pay its debts as they fall due;

- (ii) is declared to be unable to pay its debts under applicable law;
 - (iii) suspends making payments on its debts generally; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (other than under the Terms and Conditions) with a view to rescheduling its Financial Indebtedness; or
- (b) a moratorium is declared in respect of the Financial Indebtedness of any Material Group Company or the Parent.

17.5 **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedures are taken in relation to:
- (i) the suspension of payments, winding-up, dissolution, bankruptcy (Sw. *konkurs*), administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company or the Parent;
 - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or the Parent, or any of their assets; or
 - (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company or the Parent.
- (b) Paragraph (a) above shall not apply to:
- (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within thirty (30) calendar days of commencement or, if earlier, the date on which it is advertised; or
 - (ii) in relation to Subsidiaries of the Issuer, solvent liquidations.

17.6 **Merger and demergers:**

- (a) Subject to the terms of the Intercreditor Agreement, any Material Group Company (other than the Issuer) is demerged or merged into a company which is not a Group Company (and if a pledged Group Company, provided that the pledge remains), unless:
- (i) such constitutes a permitted disposal in accordance with Clause 16.9 (*Disposal of assets*); or
 - (ii) the Trustee has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors); or
- (b) the Issuer merges with any other Person, or is subject to a demerger, with the effect that the Issuer is not the surviving entity.

17.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company or the Parent having an aggregate value equal to or exceeding SEK 15,000,000 and is not discharged within thirty (30) calendar days.

17.8 **Impossibility or illegality**

It is or becomes impossible or unlawful for the Obligors to fulfil or perform any of the provisions of the Finance Documents which has a detrimental effect on the interests of the Bondholders or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.

17.9 **Cessation of business**

A Material Group Company ceases to carry on its business and such discontinuation is likely to have a Material Adverse Effect.

17.10 **Termination**

- 17.10.1 If an Event of Default has occurred and is continuing, the Trustee is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 17.10.3 or 17.10.5, on behalf of the Bondholders, by notice to the Issuer terminate the Bonds and to declare all, but not some only, of the Bonds due for payment immediately or at such later date as the Trustee determines (such later date not falling later than twenty (20) Business Days from the date on which the Trustee made such declaration) and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 17.10.2 The Trustee may not terminate the Bonds in accordance with Clause 17.10.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 17.10.1.
- 17.10.3 The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Trustee may postpone a notification of an Event of Default (other than in relation to Clause 17.1 (*Non-payment*)) up until the time stipulated in Clause 17.10.4 for as long as, in the reasonable opinion of the Trustee such postponement is in the interests of the Bondholders as a group. The Trustee shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 17.10.4 The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Trustee has decided not to terminate the Bonds, the Trustee shall, at the earliest possible date, notify the Bondholders that

there exists a right of termination and obtain instructions from the Bondholders according to the provisions in Clause 18 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Trustee to terminate the Bonds, the Trustee shall promptly declare the Bonds terminated. However, if the cause for termination according to the Trustee's appraisal has ceased before the termination, the Trustee shall not terminate the Bonds. The Trustee shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased.

- 17.10.5 If the Bondholders, without any prior initiative to decision from the Trustee or the Issuer, have made a decision regarding termination in accordance with Clause 18 (*Decisions by Bondholders*), the Trustee shall promptly declare the Bonds terminated. The Trustee is however not liable to take action if the Trustee considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Trustee harmless from any loss or liability and, if requested by the Trustee in its discretion, grant sufficient security for such indemnity.
- 17.10.6 If the Bonds are declared due and payable in accordance with the provisions in this Clause 17, the Trustee shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 17.10.7 If the right to terminate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 17.10.8 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 17 without relevant decision by the Trustee or following instructions from the Bondholders' pursuant to Clause 18 (*Decisions by Bondholders*).
- 17.10.9 If the Bonds are declared due and payable in accordance with this Clause 17, the Issuer shall redeem all Bonds with an amount per Bond equal to the applicable Call Option Amount for the relevant period and shall for the period until the First Call Date be the price set out in paragraph (b) of the definition of Call Option Amount, in each case plus accrued and unpaid interest.

17.11 **Clean-Up Period**

- (a) For the purpose of this Agreement and provided that all other conditions in respect of Permitted Acquisitions have been met, for the period from the date of completion of the acquisition of a Proposed Target, until the date falling ninety (90) days thereafter (the "**Clean-Up Period**"), a breach of the undertakings specified in Clause 16 (*Special Undertakings*) or the occurrence of any Event of Default (other than an Event of Default under Clause 17.1 (*Non-Payment*)) will be deemed not to be a breach of representation or warranty or a breach of covenant or an Event of Default (as the case may be) if it would have been (but for this provision) a breach of representation or warranty or a breach of covenant or an Event of Default only by reason of circumstances relating exclusively to the Proposed Target or any of its Subsidiaries,

and provided that such breach of representation or warranty or a breach of covenant or Event of Default:

- (i) is capable of being remedied within the Clean-Up Period and the Company is taking appropriate steps to remedy such breach of representation or warranty or a breach of covenant or Event of Default;
 - (ii) does not have a Material Adverse Effect; and
 - (iii) was not procured by or approved by a Group Company which was not the subject of such Permitted Acquisition.
- (b) Notwithstanding the above, if the relevant circumstances are continuing after the expiry of the Clean-Up Period, there shall be a breach of representation or warranty, breach of covenant or Event of Default, as the case may be (and without prejudice to any rights and remedies of the Finance Parties).
- (c) The Company shall promptly notify the Trustee upon becoming aware of the occurrence or existence of any event or circumstance which, but for this Clause 17.11 would constitute an Event of Default and the steps, if any, being taken to remedy it.
- (d) Until the expiry of the Clean-Up Period in respect of the relevant Permitted Acquisition, any intra-Group indebtedness between members of the relevant acquired entities and the Group Companies shall be permitted without restriction.

17.12 **Distribution of proceeds**

17.12.1 Subject to the Intercreditor Agreement, if the Bonds have been declared due and payable in accordance with this Clause 17, all payments by the Issuer relating to the Bonds and any proceeds received from an enforcement of the Transaction Security or the Guarantees shall be distributed in accordance with the Intercreditor Agreement:

- (a) *firstly*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee, (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights, (iii) any non-reimbursed costs incurred by the Trustee for external experts, and (iv) any non-reimbursed costs and expenses incurred by the Trustee in relation to a Bondholders' meeting or a written procedure;
- (b) *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);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
- (d) *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 (a) to (d) above shall be paid to the Issuer. The application of proceeds in accordance with paragraphs (a) to (d) above shall, however, not restrict a Bondholders' Meeting or a Written

Procedure from resolving that accrued Interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

- 17.12.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 17.12.1, such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 17.12.1.
- 17.12.3 Funds that the Trustee receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate bank 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 17.11 as soon as reasonably practicable.
- 17.12.4 If the Issuer or the Trustee shall make any payment under this Clause 17.11, the Issuer or the Trustee, as applicable, shall notify the Bondholders of any such payment at least ten (10) 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 10.1 shall apply.

18. DECISIONS BY BONDHOLDERS

18.1 Request for a decision

- 18.1.1 A request by the Trustee for a decision by the Bondholders on a matter relating to these Terms and Conditions shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 18.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to these Terms and Conditions 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.
- 18.1.3 The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if 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 the suggested decision is not in accordance with applicable regulations.
- 18.1.4 The Trustee shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Trustee.
- 18.1.5 Should the Trustee not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 18.1.3 being applicable, the Person requesting a decision by the Bondholders may convene such Bondholders' Meeting or

instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Trustee to open the Bondholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.

- 18.1.6 Should the Issuer want to replace the Trustee, it may convene a Bondholders' Meeting in accordance with Clause 18.2.1 or instigate a Written Procedure by sending communication in accordance with Clause 18.3.1. After a request from the Bondholders pursuant to Clause 20.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 18.2.1. The Issuer shall inform the Trustee before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Trustee is proposed to be replaced is sent and supply to the Trustee a copy of the dispatched notice or communication.

18.2 **Bondholders' Meeting**

- 18.2.1 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). If the Bondholders' Meeting has been requested by the Bondholder(s), the Trustee shall send a copy of the notice to the Issuer.

- 18.2.2 The notice pursuant to Clause 18.2.1 shall include:

- (a) the time for the meeting;
- (b) the place for the meeting;
- (c) a agenda for the meeting (including each request for a decision by the Bondholders);
- (d) a form of power of attorney; and
- (e) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.

Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting.

- 18.2.3 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.

- 18.2.4 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Trustee may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Bondholders' Meeting. The Bondholders' Meeting may decide that further individuals may attend. The Bondholders' Meeting may also decide that the Issuer and representatives of the Issuer may not attend the Bondholders' Meeting during certain parts of the meeting. If a representative/proxy shall

attend the Bondholders' Meeting instead of the Bondholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Bondholder.

- 18.2.5 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.

18.3 **Written Procedure**

- 18.3.1 The Trustee shall instigate a Written Procedure 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. If the Written Procedure has been requested by the Bondholder(s), the Trustee shall send a copy of the communication to the Issuer.

- 18.3.2 A communication pursuant to Clause 18.3.1 shall include:

- (a) each request for a decision by the Bondholders;
- (b) a description of the reasons for each request;
- (c) 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;
- (d) 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;
- (e) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 18.3.1); and
- (f) if the voting shall be made electronically, instructions for such voting.

- 18.3.3 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 18.4.2 and 18.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 18.4.2 or 18.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18.4 **Majority, quorum and other provisions**

- 18.4.1 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 9 (*Right to act on behalf of a Bondholder*) from a Person who is, registered as a Bondholder:

- (a) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 18.3.2, 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.

18.4.2 The following matters shall require 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 18.3.2:

- (a) waive a breach of or amend an undertaking set out in Clause 16 (*Special undertakings*);
- (b) except as expressly regulated elsewhere in the relevant Finance Document, release any Transaction Security or Guarantee, in whole or in part;
- (c) a mandatory exchange of the Bonds for other securities;
- (d) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer;
- (e) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
- (f) amend the provisions in this Clause 18.4.2 or in Clause 18.4.3.

18.4.3 Any matter not covered by Clause 18.4.2 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 18.3.2. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (d) of Clause 19.1) or a termination of the Bonds.

18.4.4 If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Bondholders' Meeting or the Trustee in a Written Procedure, will prevail. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 18.4.3.

18.4.5 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 18.4.2, and otherwise at least twenty (20) per cent. of the Adjusted Nominal Amount:

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

18.4.6 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 18.2.1) or initiate a second Written Procedure (in accordance with Clause 18.3.1), 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 18.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.

- 18.4.7 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 these Terms and Conditions shall be subject to the Issuer's or the Trustee's consent, as appropriate.
- 18.4.8 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.
- 18.4.9 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.
- 18.4.10 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.
- 18.4.11 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.
- 18.4.12 If a decision shall be taken by the Bondholders on a matter relating to these Terms and Conditions, 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) their 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 of a Group Company.
- 18.4.13 Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Issuer and the 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.

19. AMENDMENTS AND WAIVERS

- 19.1 The Issuer and the Trustee (acting on behalf of the Bondholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Trustee is satisfied that such amendment or waiver:
- (a) is not detrimental to the interest of the Bondholders;
 - (b) is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;

- (d) is necessary for the purpose of having the Bonds admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Bondholders; or
 - (e) has been duly approved by the Bondholders in accordance with Clause 18 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.
- 19.2 The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Trustee. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 19.3 An amendment or waiver 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. THE TRUSTEE

20.1 Appointment of Trustee

- 20.1.1 By subscribing for Bonds, each initial 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 the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Trustee to act on its behalf.
- 20.1.2 Each Bondholder shall immediately upon request provide the Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee), as the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Trustee is under no obligation to represent a Bondholder which does not comply with such request.
- 20.1.3 The Issuer shall promptly upon request provide the Trustee with any documents and other assistance (in form and substance satisfactory to the Trustee), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents and the Trustee Agreement.
- 20.1.4 The Trustee is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Trustee Agreement and the Trustee's obligations as Trustee under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

20.1.5 The Trustee may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 **Duties of the Trustee**

20.2.1 The Trustee shall represent the Bondholders in accordance with the Finance Documents.

20.2.2 When acting pursuant to the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee is never acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Trustee does not bind the Bondholders or the Issuer.

20.2.3 When acting pursuant to the Finance Documents, the Trustee shall carry out its duties with reasonable care and skill in a proficient and professional manner.

20.2.4 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 as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.

20.2.5 The Trustee is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Bondholders or the Issuer. The Trustee shall however remain liable for any actions of such parties if such parties are performing duties of the Trustee under the Finance Documents.

20.2.6 The Issuer shall on demand by the Trustee pay all costs for external experts engaged by it:

- (a) after the occurrence of an Event of Default;
- (b) 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 Finance Documents which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
- (c) in connection with any Bondholders' Meeting or Written Procedure;
- (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents.

Any compensation for damages or other recoveries received by the Trustee from external experts engaged by it for the purpose of carrying out its duties under these Terms and Conditions shall be distributed in accordance with Clause 17.11 (*Distribution of proceeds*).

20.2.7 The Trustee shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Trustee, as may be necessary in order for the Trustee to carry out its duties under the Finance Documents.

20.2.8 Other than as specifically set out in the Finance Documents, the Trustee shall not be obliged to monitor:

- (a) whether an Event of Default has occurred;
- (b) the financial condition of the Issuer and the Group;
- (c) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (d) whether any other event specified in any Finance Document has occurred or is expected to occur.

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.

20.2.9 The Trustee shall:

- (a) review each Compliance Certificate delivered to it to determine that it meets the requirements set out herein and as otherwise agreed between the Issuer and the Trustee; and
- (b) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests.

The Issuer shall promptly upon request provide the Trustee with such information as the Trustee reasonably considers necessary for the purpose of being able to comply with this Clause 20.2.9.

20.2.10 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 regulation.

20.2.11 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.

20.2.12 The Trustee shall give a notice to the Bondholders 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 if it refrains from acting for any reason described in Clause 20.2.11.

20.3 **Limited liability for the Trustee**

20.3.1 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 or consequential loss.

- 20.3.2 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 provided to 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.
- 20.3.3 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.
- 20.3.4 The Trustee shall have no liability to the Issuer or the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- 20.3.5 Any liability towards the Issuer which is incurred by the Trustee in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents

20.4 **Replacement of the Trustee**

- 20.4.1 Subject to Clause 20.4.6, 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.
- 20.4.2 Subject to Clause 20.4.6, if the Trustee is insolvent or becomes subject to bankruptcy proceedings, 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.
- 20.4.3 A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several 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.
- 20.4.4 If the Bondholders have not appointed a successor Trustee within ninety (90) days after:
- (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
 - (b) the Trustee was dismissed through a decision by the Bondholders,
- the Issuer shall within thirty (30) days thereafter appoint a successor Trustee which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of Market Loans.

- 20.4.5 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.
- 20.4.6 The Trustee's resignation or dismissal shall only take effect upon the earlier of:
- (a) 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; and
 - (b) the period pursuant to paragraph (b) of Clause 20.4.4.
- 20.4.7 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.
- 20.4.8 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 agree otherwise, the new Trustee shall be entitled to the same fees and the same indemnities as the retiring Trustee.

21. THE ISSUING AGENT

- 21.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds.
- 21.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Bonds.
- 21.3 The Issuing Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.
- 21.4 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. THE CSD

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to the CSD. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.
- 22.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder or the admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

23. NO DIRECT ACTIONS BY BONDHOLDERS

- 23.1 A Bondholder may not take any action or legal steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents in any other jurisdiction) of any Group Company in relation to any of the liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Trustee.
- 23.2 Clause 23.1 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 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Trustee Agreement or by any reason described in Clause 20.2.11, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.12 before a Bondholder may take any action referred to in Clause 23.1.
- 23.3 The provisions of Clause 23.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 12.4 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

24. TIME-BAR

- 24.1 The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be time-barred 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 time-barred and has become void.

- 24.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and of three (3) years with respect to the right to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the time-bar period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

25. NOTICES AND PRESS RELEASES

25.1 Notices

- 25.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Trustee, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Trustee to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail address notified by the Trustee to the Issuer from time to time;
 - (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or to such address as notified by the Issuer to the Trustee by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Trustee, to such e-mail address as notified by the Issuer to the Trustee from time to time; and
 - (c) if to the Bondholders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address), on the Business Day prior to dispatch, and by either courier delivery or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Trustee.
- 25.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (or, if between the Trustee and the Issuer, by e-mail) and will only be effective:
- (d) in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1.1;
 - (e) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1; or
 - (f) in case of e-mail to the Trustee or the Issuer, when received in legible form by the e-mail address specified in Clause 25.1.1.
- 25.1.3 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.

25.2 **Press releases**

- 25.2.1 Any notice that the Issuer or the Trustee shall send to the Bondholders pursuant to Clause 5.3 (*Escrow of Proceeds*), Clause 12.3 (*Early voluntary total redemption (call option)*), Clause 12.4 (*Early voluntary total redemption due to illegality (call option)*), Clause 12.5 (*Voluntary partial redemption (call option)*), Clause 12.6 (*Early voluntary total redemption due to illegality (call option)*), Clause 12.7 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*), paragraph (b) of Clause 14.4 or Clauses 17.10.3, 17.12.4, 18.4.13, 18.2.1, 18.3.1, 19.2, 20.2.12 or 20.4.1 shall also be published by way of press release by the Issuer or the Trustee, as applicable.
- 25.2.2 In addition to Clause 25.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that 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, but not obligated to issue such press release.

26. **FORCE MAJEURE**

- 26.1 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, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Trustee or the Issuing Agent itself takes such measures, or is subject to such measures.
- 26.2 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.
- 26.3 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27. **ADMISSION TO TRADING**

- 27.1 The Issuer shall use its reasonable endeavours to procure that the Initial Bonds are listed on the corporate bond list of Nasdaq Stockholm within thirty (30) calendar days after the First Issue Date and remain listed on such exchange.
- 27.2 The Issuer has in accordance with Clause 16.2 (*Admission to trading of Bonds*) undertaken to have the Initial Bonds admitted to trading within six (6) months after the First Issue Date on the corporate bond list of Nasdaq Stockholm (or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market within six (6) months after the First Issue Date).

- 27.3 The Issuer shall ensure that the Bonds, once admitted to trading on a Regulated Market continue being listed thereon for as long as any Bond is outstanding (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

28. GOVERNING LAW AND JURISDICTION

- 28.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 28.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 28.3, be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- 28.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Trustee (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.
-

SCHEDULE 1

CONDITIONS PRECEDENT

Part 1

Conditions Precedent for Settlement – Initial Bond Issue

1. The Issuer

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer.
- (b) A copy of a resolution of the board of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it under or in connection with the Finance Documents to which it is a party.

2. Finance Documents

- (a) A duly executed copy of the Terms and Conditions.
- (b) A duly executed copy of the Trustee Agreement.
- (c) A duly executed copy of the Escrow Account Pledge Agreement, including evidence that the security purported to be created under the Escrow Account Pledge Agreement in respect of the Escrow Account has been duly perfected.

Part 2

Conditions Precedent for Disbursement – Initial Bond Issue

1. The Issuer, the Parent and the Initial Guarantors

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer, the Original Parent, the Intermediate Parent, the New Parent and each Initial Guarantor.
- (b) A copy of a resolution of the board of directors of the Issuer, the Original Parent, the Intermediate Parent, the New Parent and each Initial Guarantor:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it under or in connection with the Finance Documents to which it is a party.

2. Finance Documents

A duly executed copy of the Issuer Share Pledge Agreement.

3. Miscellaneous

- (a) The documents set forth under Part 1 (*Conditions Precedent for Settlement – Initial Bond Issue*).
- (b) Evidence that any remaining amount necessary in order to redeem the Existing Bonds in full will be transferred to the Issuer's Euroclear Sweden affiliated account no later than one (1) Business Day prior to the early redemption date of the Existing Bonds (if any).
- (c) Evidence that the Existing Bonds have been unconditionally and irrevocably called for repayment, such repayment to take place no later than upon the disbursement of the Net Proceeds from the Escrow Account (however, with due regard to the payment mechanisms of the CSD).
- (d) A duly executed release notice from the agent and security agent and the bank (as applicable) under (i) the Existing Bonds confirming that any guarantee or security provided under the Existing Bonds will be released promptly upon such agent receiving a transcript from the CSD evidencing the redemption of the Existing Bonds in full and (ii) the Existing Debt.
- (e) Evidence, in the form of a duly signed unconditional and irrevocable payment instruction to be attached to the Trustee's instruction to the escrow bank for release of Net Proceeds, specifying that the Net Proceeds to be released from the Escrow Account shall be used towards repayment of the Existing Bonds in full.

Part 3

Conditions Precedent for Settlement – Subsequent Bond Issue

1. The Issuer

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer.
- (b) A copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Bonds and resolving to enter into any documents necessary in connection therewith.

2. Miscellaneous

- (a) A Compliance Certificate from the Issuer confirming that the Incurrence Test or the Add-on Acquisition Incurrence Test (as applicable) is met and that no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing or from the Subsequent Bond Issue.
- (b) Such other documents and evidence as is agreed between the Trustee and the Issuer.

SCHEDULE 2

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

To: [Nordic Trustee & Agency AB (publ)] as Trustee

From: Bellman Group AB (publ) as Issuer

Date: [date]

Dear Sir or Madam,

Bellman Group AB (publ)

**Maximum SEK 1,500,000,000 senior secured callable fixed rate bonds 2021/2026 with
ISIN: SE0015221999
(the “Bonds”)**

- (1) We refer to the terms and conditions for the Bonds (the “**Terms and Conditions**”). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

[(2)] **[Incurrence Test]**

This Compliance Certificate is furnished to you in connection with [*describe transaction*] (the “**Incurrence**”). We confirm that the Incurrence Test is met in relation to the Incurrence and that in respect of the date of the Incurrence Test, [date] (falling no more than two (2) months prior to the incurrence of the new Financial Indebtedness):

- (a) the Net Interest Bearing Debt was SEK [♦], EBITDA was SEK [♦] and therefore the Leverage Ratio was less than [♦]; and
- (b) no Event of Default is continuing or would occur upon the Incurrence.

in each case including the Incurrence on a *pro forma* basis and otherwise calculated in accordance with Clause 15.3 (*Calculation principles*).

Computations as to compliance with the Incurrence Test are attached hereto.^{1]2}

[(2)] **[Add-on Acquisition Incurrence Test]**

This Compliance Certificate is furnished to you in connection with [*describe transaction*] (the “**Incurrence**”). We confirm that the Add-on Acquisition Incurrence Test is met in relation to the Incurrence and that in respect of the date of the Add-on Acquisition Incurrence Test, [date] (falling no more than two (2) months prior to the incurrence of the new Financial Indebtedness):

- (a) the Net Interest Bearing Debt was SEK [♦], EBITDA was SEK [♦] and therefore the Leverage Ratio was less than 3.50:1; and

¹ To include calculations of the Incurrence Test and any adjustments pursuant to Clause 15.3 (*Calculation principles*).

² This section to be used if the Compliance Certificate is delivered in connection with an Incurrence Test.

(b) no Event of Default is continuing or would occur upon the Incurrence.

in each case including the Incurrence on a *pro forma* basis and otherwise calculated in accordance with Clause 15.3 (*Calculation principles*).

Computations as to compliance with the Add-on Acquisition Incurrence Test are attached hereto.^{3]}⁴

([2/3]) **[Material Group Companies and Guarantor Coverage Ratio]**

[We confirm that, as of [date], the following Group Companies are Material Group Companies:]⁵

[include list of Material Group Companies]

[We further confirm that:

- (a) each Material Group Company identified above has acceded or will accede to the Guarantee Agreement as a Guarantor in accordance with Clause 16.8 (*Additional Security and Guarantees*); and
- (b) as of [date] the Guarantors in aggregate represent [♦] of Total Assets and [♦] of EBITDA of the Group,

and that the Guarantor Coverage Ratio therefore has been attained.]⁶

([3/4]) [We confirm that, so far as we are aware, no Event of Default is continuing.]⁷

Bellman Group AB (publ)

Name:
Authorised signatory

Name:
Authorised signatory

³ To include calculations of the Add-on Acquisition Incurrence Test and any adjustments pursuant to Clause 15.3 (*Calculation principles*).

⁴ This section to be used if the Compliance Certificate is delivered in connection with an Add-on Acquisition Incurrence Test.

⁵ This section to be used if the Compliance Certificate is delivered in connection with the Annual Report or a Permitted Acquisition.

⁶ This section to be used if the Compliance Certificate is delivered in connection with the Annual Report or a Permitted Acquisition.

⁷ Should be included in each Compliance Certificate. If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

We hereby certify that the above Terms and Conditions are binding upon ourselves.

The Issuer

Bellman Group AB (publ)

Name:

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

The Trustee

Nordic Trustee & Agency AB (publ)

Name: