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Stockholm, 9 December 2025

**To the bondholders in:**

**ISIN: SE0012827996 – Ellos Holding AB (publ) SEK 750,000,000 senior secured callable floating rate bonds 2019/2028**

**NOTICE TO BONDHOLDERS – AMENDMENTS IN OUTSTANDING WRITTEN PROCEDURE**

**This notice has been sent out on 9 December 2025 to holders directly registered as of 4 December 2025 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible.**

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the holders of the bonds (the “**Bondholders**”) in the above mentioned bond issue SE0012827996 with an aggregated amount outstanding of SEK 750,000,000 (the “**Bonds**”) issued by Ellos Holding AB (publ) (the “**Issuer**”). This notice (the “**Notice**”) is sent by the Agent upon request from the Issuer. The Agent hereby informs the Bondholders of the following.

All capitalised terms used herein and not otherwise defined in this Notice shall have the meaning assigned to them in the terms and conditions of the Bonds as amended and/or restated from time to time (the “**Terms and Conditions**”).

**1 BACKGROUND**

Reference is made to the written procedure initiated by the Agent upon the Issuer's request on 1 December 2025 (the “**Written Procedure**”) pursuant to the notice of Written Procedure which was sent to all Bondholders directly registered as of 28 November 2025 in the debt register kept by the CSD (the “**Notice of Written Procedure**”), whereby the Issuer requested that the Bondholders shall approve certain amendments to the Terms and Conditions (the “**Amendments**”) and the entering into an intercreditor agreement pursuant to the terms in an Intercreditor Term Sheet (the “**ICA Term Sheet**”) appended to the Notice of Written Procedure.

Following feedback from certain Bondholders and in order to further incentivise participation and support for the Amendments and an intercreditor agreement on the terms set out in the ICA Term Sheet, the Issuer has resolved to update the proposal and the terms of the Written Procedure. Subject to the Issuer's proposal in the Written Procedure being approved by the Bondholders and becoming effective, the Terms and Conditions and ICA Term Sheet shall be amended as set out under Clause 2 (*Proposed additional amendments to the Terms and Conditions and the ICA Term Sheet*) below. The Issuer considers all changes to the Terms and Conditions and the ICA Term Sheet to be in the favour of the Bondholders.

## 2 PROPOSED ADDITIONAL AMENDMENTS TO THE TERMS AND CONDITIONS AND THE ICA TERM SHEET

The Issuer proposes that the Bondholders approve the following additional amendment to the Terms and Conditions and the ICA Term Sheet (the "**Additional Amendments**") which are in addition to the Amendments and the ICA Term Sheet as set out in the Notice of Written Procedure. The Additional Amendments are set out in Schedule 1 (*Additional Amendments to the Terms and Conditions*) and Schedule 2 (*Additional Amendments to the ICA Term Sheet*) respectively, hereto (where blue and underlined text indicates additions (i.e. additions), whereas red and crossed out text indicate deletions (i.e. ~~deletions~~)).

## 3 VOTING AND FURTHER INFORMATION

The deadline for voting remains at 15:00 CET on 10 December 2025 and the Record Date for being eligible to vote remains on 4 December 2025, as set out in the Notice of Written Procedure. Bondholders who have already submitted a valid Voting Form may submit a new Voting Form should they wish to change their vote. Only the most recent valid Voting Form received before the deadline for voting will be counted. Bondholders who have already voted do not need to take any action unless they wish to change their vote, as previously submitted Voting Forms will remain valid and will be applied in the Written Procedure, as updated and amended by this Notice.

Please refer to Section 4 (*Written Procedure*) of the Notice of Written Procedure for further details on the voting procedure.

For further questions, please contact the Issuer at [johan.stigson@ellosgroup.com](mailto:johan.stigson@ellosgroup.com).

For further questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at [voting.sweden@nordictrustee.com](mailto:voting.sweden@nordictrustee.com) or +46 8 783 79 00.

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Stockholm, 9 December 2025

**NORDIC TRUSTEE & AGENCY AB (publ)**  
as Agent

**SCHEDULE 1**  
**ADDITIONAL AMENDMENTS TO THE TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR  
ELLOS HOLDING AB  
SEK 750,000,000  
SENIOR SECURED CALLABLE FLOATING RATE  
BONDS 2019/2028**

ISIN: SE0012827996  
Issue Date: 25 July 2019

as amended and restated pursuant to amendment and restatement agreements dated 21 February 2022, 9 February 2024, 14 October 2024, 28 November 2024 and [●] 2025

*The distribution of this document and the private placement of the Bonds in certain jurisdictions may be restricted by law. 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**

The 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 these Terms and Conditions (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 Agent for the following purposes:

- (a) to exercise its rights and fulfil its obligations under these Terms and Conditions and the Agency Agreement;
- (b) to manage the administration of the Bonds and payments under the Bonds;
- (c) to enable the Bondholders to exercise their rights under these Terms and Conditions; and
- (d) to comply with its obligations under applicable laws and regulations.

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

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

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Agent. In addition, data subjects have the right to:

- (a) request that personal data is rectified or erased;
- (b) object to specific processing;
- (c) request that the processing be restricted; and
- (d) 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 Agent's address, and the contact details for its data protection officers (if applicable), are found on its website [www.nordictrustee.com](http://www.nordictrustee.com).

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**TERMS AND CONDITIONS FOR  
ELLOS HOLDING AB  
SEK 750,000,000  
~~SUPER~~-SENIOR SECURED CALLABLE FLOATING RATE BONDS 2019/2028  
ISIN: SE0012827996**

**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 Central Securities Depositories and 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).

“**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 or provided 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 or management with such specified Person, including for the avoidance of doubt any investment manager, investment adviser, or any Related Fund of such specified Persons. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing, provided for the avoidance of doubt the Agent or a Bondholder shall not be deemed to be Affiliates of the Issuer as a result of any indirect control which the Agent or a Bondholder may exercise solely as a result of the Issuer being indirectly controlled by Stiftelsen Refectio.

“**Agency Agreement**” means the agency agreement entered into between the Agent and the Issuer on or prior to the Issue Date regarding, *inter alia*, the remuneration payable by the Issuer to the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and an agent.

“**Agent**” means Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden) or another party replacing it as Agent in accordance with the Finance Documents.

“**Agreed Security Principles**” means the agreed security principles set out in Schedule 1 (*Agreed Security Principles*).

“**Asset Disposal Event**” The occurrence of an event or series of events whereby aggregate net cash disposal proceeds (net of any cost and taxes reasonably incurred in respect of the transaction) from disposal of assets or business (other than ordinary course trading of products or disposals between any Group Companies) exceed SEK 30,000,000 in any calendar year (the “**Threshold Amount**”).

“**Asset Disposal Put Option Amount**” means 75% of the net cash proceeds of any Asset Disposal Event received by the Group (net of any cost and taxes reasonably incurred in respect of the transaction) exceeding the Threshold Amount.

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

“**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, subject however to Clause 9 (*Right to act on behalf of a Bondholder*).

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 21 (*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**” has the meaning ascribed to such term in paragraph 13.3.1 of Clause 13.3 (*Early voluntary redemption by the Issuer (call option)*).

“**Call Option Amount**” has the meaning ascribed to such term in paragraph 13.3.1 of Clause 13.3 (*Early voluntary redemption by the Issuer (call option)*).

“**Call Option Repayment Date**” means the settlement date for the Call Option determined by the Issuer pursuant to 13.3 (*Early voluntary redemption by the Issuer (call option)*), or a date agreed upon between the Agent and the Issuer in connection with such redemption of Bonds.

“**Cash**” means cash and cash equivalents of the Group in accordance with the applicable Accounting Principles as set forth in the latest Financial Report.

**“Central Securities Depositories and 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*).

**“Change of Control Event”** means:

- (a) prior to an IPO Event, the occurrence of an event or series of events whereby a person or group of persons acting in concert gains Decisive Influence over the Issuer; and
- (b) following an IPO Event, the shares of the Issuer ceasing to be listed on a recognized stock exchange.

**“Compliance Certificate”** means a certificate, in the agreed form between the Agent and the Issuer, signed by the Issuer.

**“Conditions Precedent”** means all documents and evidence required to be delivered by the Issuer pursuant to Clause 5.1 (*Initial Conditions Precedent*) and Clause 5.2 (*Conditions Precedent for disbursement*).

**“Consolidated EBITDA”** means, in respect of the Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Report(s):

- (a) *before deducting* any amount of tax on profits, gains or income paid or payable by any Group Company;
- (b) *before deducting* any Net Finance Charges;
- (c) *minus* the interest expenses in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles in force prior to 1 January 2019, have been treated as an operating lease but has subsequently been reclassified as a balance sheet liability;
- (d) *before taking into account* any extraordinary items and non-recurring items which are not in line with the ordinary course of business of the Group, in an aggregate amount not exceeding ten (10.00) per cent. of Consolidated EBITDA of the relevant Reference Period;
- (e) *before taking into account* any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;
- (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 are accounted for on a hedge account basis);
- (h) *after adding back or deducting*, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (i) *after deducting* the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;

- (j) *plus or minus*, 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.

“**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, P.O. Box 191, SE-101 23 Stockholm, Sweden).

“**Decisive Influence**” means a person having, as a result of an agreement or through the ownership of shares or interest in another person (directly or indirectly):

- (a) a majority of voting rights in that other person; or
- (b) a right to elect or remove a majority of the members of the board of directors of that other person.

“**Distribution**” means, in respect of the Issuer:

- (a) the declaration, making or payment of any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
- (b) the payment any management, advisory or other fee to or to the order of any direct or indirect shareholder or the Affiliates of such direct and indirect shareholders;
- (c) the redemption, repurchase, defeasance, retirement or repayment any of its share capital, or resolution to do so;
- (d) the granting of any loans to any direct or indirect shareholder or the Affiliates of such direct and indirect shareholders; or
- (e) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to its or its Subsidiaries' direct and indirect shareholders or the Affiliates of such direct and indirect shareholders.

“**Escrow Account**” means a bank account held by the Issuer which has been pledged and perfected in favour of the Agent and the Bondholders (represented by the Agent) under the Escrow Account Pledge Agreement (if any).

“**Escrow Account Pledge Agreement**” means any pledge agreement entered into between the Issuer and the Agent (acting on its own behalf and in its capacity as agent and security agent representing the Bondholders) before the 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 Agent and the Bondholders (represented by the Agent).

“**Event of Default**” means an event or circumstance specified as such in Clause 18 (*Termination of the Bonds*).

“**Exchange**” means:

- (a) corporate bond list of Nasdaq Stockholm; or
- (b) any Regulated Market.

**“Existing Liquidity Bonds”** means the SEK 158,750,000 super senior callable floating rate bonds 2024/2026 with ISIN SE0023112867, as documented by certain terms and conditions with issue date 14 October 2024 between the Issuer as issuer and the Agent as super senior agent (as amended and/or amended and restated from time to time, latest on or about the date hereof).

**“Existing Super Senior Bonds”** means the SEK 255,000,000 super senior secured callable floating rate bonds 2024/2026 with ISIN SE0021486917, as documented by certain terms and conditions with issue date 9 February 2024 (as amended and/or amended and restated from time to time, latest on or about the date hereof) between the Issuer as issuer and the Agent as super senior agent.

**“Final Redemption Date”** means 28 November 2028.

**“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 Reports (calculated on a consolidated basis) other than Transaction Costs, capitalised interest in respect of any Shareholder Loan, interest on Bonds held by a Group Company, interest on any loan owing to any Group Company and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.

**“Finance Documents”** means the Terms and Conditions, the Intercreditor Agreement, the Agency Agreement, the Escrow Account Pledge Agreement (if any), any subordination agreement entered into in accordance with these Terms and Conditions (in form and substance satisfactory to the Agent), the Transaction Security Documents and any other document designated by the Issuer and the Agent 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 (other than a lease or hire purchase contract which would, in accordance with the Accounting Principles in force prior to 1 January 2019, have been treated as an operating lease).

**“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);

- (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 the above paragraphs (a) to (f).

**“Financial Report”** means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly interim unaudited consolidated reports of the Group or the quarterly interim unaudited unconsolidated reports of the Issuer, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 15.1 (*Financial Reports*).

**“First Amendment and Restatement Agreement”** means the amendment and restatement agreement dated 28 November 2024 and entered into between the Issuer and the Agent in connection with the amendments and restatements of these Terms and Conditions.

**“First Call Date”** means the Interest Payment Date falling in November 2026 or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

**“First Effective Date”** means the Effective Date (as defined in the First Amendment and Restatement Agreement).

**“Floating Rate Margin”** means: 5.00 per cent. *per annum*.

**“Force Majeure Event”** has the meaning set forth in Clause 30.1.

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

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

**“IFRS”** means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**“Incurrence Test”** has the meaning set forth in Clause 16.2 (*Incurrence Test*).

**“Initial Nominal Amount”** has the meaning set forth in Clause 3.2.

**“Intercreditor Agreement”** means the intercreditor agreement entered into between, amongst others, the Issuer, the creditors under the Permitted RCF and the Agent.

**“Interest”** means the interest on the Bonds calculated in accordance with Clauses 12.1 to 12.3.

**“Interest Payment Date”** means 28 November, 28 February, 28 May and 28 August each year, with the first Interest Payment Date on 28 February 2025 and the last Interest Payment Date being the Final Redemption Date or, to the extent any such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

**“Interest Period”** means each period beginning on (but excluding) the First Effective Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

**“Interest Rate”** means STIBOR (3 months) plus the Floating Rate Margin.

**“Intra-Group Loans”** means any intra-group loans provided by the Issuer to any of its direct Subsidiaries.

**“IPO Event”** means the shares of the Issuer being listed on a recognized stock exchange acceptable to the Agent.

**“Issue Date”** means 25 July 2019.

**“Issuer”** means Ellos Holding AB, a private limited liability company incorporated in Sweden with reg. no. 559495-4116.

**“Issuing Agent”** means Aqurat Fondkommission AB (reg. no. 556736-0515), or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

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

**“Listing Failure Event”** means:

- (a) that the Bonds have not been admitted to trading on an Exchange within 12 months following the First Effective Date;
- (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange.

**“LSEG Benchmark”** means the London Stock Exchange Group, provider of financial information and interest rate benchmarks formerly provided under the brand Refinitiv and Thomson Reuters.

**“Maintenance Test”** means has the meaning ascribed to it in Clause 16.1 (*Maintenance Test*).

**“Make Whole Amount”** means an amount equal to the sum of:

- (a) the present value on the Call Option Repayment Date of the Nominal Amount of the redeemed Bonds as if such payment originally had taken place on the First Call Date; and
- (b) the present value on the Call Option Repayment Date of the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Call Option Repayment Date, to the First Call Date,

assuming for sub-paragraph (b) that the Interest Rate for the period from the relevant Call Option Repayment Date to the First Call Date will be equal to the Interest Rate in effect on the date on which the applicable notice of redemption is given,

assuming for sub-paragraphs (a) and (b) that the present value shall be calculated by using a discount rate of 5.5 per cent per annum.

**“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 subject to trade on a Regulated Market or a recognised unregulated market place.

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

- (a) the ability of the Issuer’s ability to perform and comply with its obligations under any of the Finance Documents; or
- (b) the validity or enforceability of the Finance Documents.

**“Material Group Company”** means:

- (a) the Issuer;
- (b) Ellos Group Nordic AB (publ), reg. no. 559318-3618, Ellos Group Sweden AB, reg. no. 556217-1925, Ellos AB, reg. no. 556044-0264, Jotex Sweden AB, reg. no. 556249-7106, Ellos Norway AS, reg. no. 832005622, Ellos Finland Oy, reg. no. 1442131-6, Ellos Denmark A/S, reg. no. 24927814.
- (c) any other Group Company with earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) representing seven point five (7.50) per cent. or more of Consolidated EBITDA, or which has assets representing seven point five (7.50) per cent. or more of Total Assets, calculated on a consolidated basis according to the latest Financial Report(s).

**“Net Finance Charges”** means, for the Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Reference Period to any Group Company and any interest income relating to Cash.

**“Net Interest Bearing Debt”** means the consolidated interest bearing Financial Indebtedness of the Group:

- (a) *excluding* guarantees, bank guarantees, Shareholder Loan, any claims subordinated to the Bonds pursuant to a subordination agreement, operating leases and interest bearing Financial Indebtedness borrowed from any Group Company; and
- (b) *less* Cash (including Cash held on the Escrow Account (if any)).

**“Net Proceeds”** means the proceeds from the Bond Issue after deduction has been made for the Transaction Costs.

**“Net Profit”** means the consolidated net profit (or loss) after tax in accordance with the Accounting Principles according to the latest Financial Reports of the Issuer, excluding any positive items of a one off, non-recurring, extraordinary or exceptional nature including, without limitation, any gain arising on a disposal of any asset outside the ordinary course of trading and excluding any loss arising on a disposal of any asset outside the ordinary course of trading.

**“Nominal Amount”** means the Initial Nominal Amount less the amount of any repayments and amortisations made.

**“Permitted Distribution”** means any Distribution after the Existing Liquidity Bonds and the Existing Super Senior Bonds have been redeemed and discharged in full, provided that (i) the Issuer is in compliance with the Incurrence Test, tested pro forma after such Distribution and otherwise calculated as set out in the Incurrence Test and (ii) the Distribution does not (when aggregated with any previous Distributions) exceed 50% of the Group’s aggregated consolidated Net Profit for the last twelve months (and where any unutilised portion of such Net Profit may not be carried forward).

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

- (a) incurred under the Finance Documents;
- (b) incurred under the Existing Super Senior Bonds;
- (c) incurred under the Existing Liquidity Bonds;
- (d) incurred by the RCF Borrower under the Permitted RCF, provided that the Existing Super Senior Bonds and the Existing Liquidity Bonds will be redeemed in whole in connection with first utilisation of the Permitted RCF, and provided that the lender under such Permitted RCF is a party to the Intercreditor Agreement as an RCF Lender;
- (e) related to hedging of interest rates or currency fluctuations in the ordinary course of business and on a non-speculative basis;
- (f) arising out of any Permitted Loan, Permitted Guarantee or Permitted Security;
- (g) in the form of 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 in respect of an underlying liability in the ordinary course of trade of a Group Company;
- (h) arising under 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 or in respect of payments to be made under the Finance Documents or the Permitted RCF (excluding for the avoidance of doubt any derivative transaction which in itself is entered into for investment or speculative purposes);
- (i) incurred in the ordinary course of business of the Group under any Advance Purchase Agreement or trade credit where payment is due not more than one hundred and twenty (120) calendar days after the date of supply, or any guarantee in respect of such Financial Indebtedness;
- (j) incurred under any counter-indemnity obligation in respect of performance guarantees issued in the ordinary course of trading of the Group;
- (k) incurred under any Intra-Group Loan;
- (l) incurred under any Shareholder Loan;
- (m) under any pension and tax liabilities incurred in the ordinary course of business;

- (n) related to any agreements under which a Group Company leases office space (Sw. *kontorshyresavtal*) or other premises provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company's business;
- (o) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds (as applicable) and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds;
- (p) incurred by the Issuer, provided that the Incurrence Test is met (tested pro forma immediately after the incurrence of such Financial Indebtedness) and provided such Financial Indebtedness of the Issuer ranks pari passu with or is subordinated to the obligations of the Issuer under the Finance Documents and is maturing minimum six months after the maturity date of the Bonds; and
- (q) any other Financial Indebtedness not permitted by the preceding paragraphs and the aggregate outstanding principal amount of which does not exceed an aggregate amount of SEK 50,000,000 (or the equivalent in other currencies) at any time.

**“Permitted Guarantee”** means:

- (a) any guarantee obligation arising under or out of the Finance Documents;
- (b) granted in respect of the Permitted RCF, provided such guarantee is not granted by the Issuer or any of its direct Subsidiaries;
- (c) the endorsement of negotiable instruments in the ordinary course of trade;
- (d) any guarantee securing performance under any contract by, or which is in respect of an underlying obligation of, a Group Company, which, in each case, is entered into in the ordinary course of business;
- (e) any guarantee given in respect of the cash pooling, netting or set-off arrangements permitted pursuant to paragraph (c) of the definition of Permitted Security;
- (f) guarantees granted in connection with a disposal provided that the maximum aggregate liability for the Group Companies under any such guarantees do not exceed the value of the assets disposed of;
- (g) guarantees given by a Group Company to a landlord in its capacity as such;
- (h) any guarantee constituting Permitted Financial Indebtedness or a guarantee granted in order to secure Permitted Financial Indebtedness of any Group Company;
- (i) customary indemnities given in mandate, engagement and commitment letters; and
- (j) any guarantees or indemnities not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed SEK 20,000,000 (or its equivalent in other currencies) in aggregate of the Group at any time.

**“Permitted Loan”** means:

- (a) any Intra-Group Loan;

- (b) deposits of cash or cash equivalent investments with financial institutions for cash management purposes or in the ordinary course of business;
- (c) any Financial Indebtedness or loan made or credit extended by any Group Company to its customers in the ordinary course of business;
- (d) any Financial Indebtedness arising out of any Permitted Guarantee or Permitted Security; and
- (e) any Financial Indebtedness or loan not permitted pursuant to the preceding paragraphs and the aggregate principal amount of which does not exceed SEK 20,000,000 (or its equivalent in other currencies) at any time.

**“Permitted RCF”** means [\(i\) the revolving credit facility to be entered into between the RCF Borrower and a reputable Nordic bank on or about the Second Effective Date, or \(ii\) any revolving credit facility replacing such revolving credit facility, for the purpose of redeeming the Existing Super Senior Bonds and the Existing Liquidity Bonds in whole, or \(iii\) any bond or facility refinancing or replacing any Permitted RCF pursuant to the purchase option set out in Clause 14 \(Bondholders’ Option to Purchase the RCF Debt\).](#)

**“Permitted Security”** means any Security:

- (a) any Transaction Security, including cash collateral to secure obligations under the Finance Documents;
- (b) Security granted in respect of the Permitted RCF, substantially in the form and to the extent existing on or about the Second Effective Date, provided such Security is not granted by the Issuer or any of its direct Subsidiaries (other than Security over (i) the shares in the RCF Borrower and (ii) any loans provided to the RCF Borrower);
- (c) any Security arising by operation of law and in the ordinary course of trading, provided that if such Security has arisen as a result of any default or omission by any member of the Group it shall not subsist for a period of more than 30 calendar days;
- (d) any cash pooling, netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group Companies;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of business and not arising as a result of a default or omission by any Group Company that is continuing for a period of more than 30 calendar days;
- (f) any right of set-off arising under contracts entered into by Group Companies in the ordinary course of their day-to-day business;
- (g) any Security arising over any bank accounts or custody accounts or other clearing banking facilities held with any bank or financial institution under the standard terms and conditions of such bank or financial institution;

- (h) any Security over cash paid into an escrow or similar account of a Group Company in connection with a disposal;
- (i) Cash collateral securing any counter-indemnity obligation in respect of performance guarantees issued in the ordinary course of trading of the Group;
- (j) Collateral securing pension or tax liabilities in the ordinary course of business;
- (k) payments into court or any Security arising under any court order or injunction or as security for costs arising in connection with any litigation or court proceedings being contested by any Group Company in good faith (which do not otherwise constitute or give rise to an Event of Default); and
- (l) any Security securing Financial Indebtedness which constitutes Permitted Financial Indebtedness or Permitted Guarantees.

**“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.

**“Put Option”** means a CoC Put Option or an Asset Disposal Put Option.

**“Put Option Event”** means a Change of Control Event or an Asset Disposal Event.

**“Put Option Repayment Date”** means the settlement date for the Put Option pursuant to Clause 13.5 (*Mandatory repurchase due to a Change of Control Event or Asset Disposal Event (put option)*).

**“Quarter Date”** means each of 31 March, 30 June, 30 September and 31 December.

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

**“RCF Agent”** means DNB Bank ASA, Sweden Branch, a public limited liability company incorporated in Sweden with reg. no. 516406-0161, or any person who becomes a lender under any Permitted RCF.

**“RCF Borrower”** means Ellos Group Sweden AB, a private limited liability company incorporated in Sweden with reg. no. 556217-1925.

**“RCF Creditors”** means (i) DNB Sweden AB as original RCF creditor and (ii) any person who is or becomes a lender under any Permitted RCF.

**“RCF Debt”** means:

- (a) the outstanding principal amount together with any accrued but unpaid interest or fees due, owing or incurred from time to time by the ~~Company~~ RCF Borrower to the RCF Creditors under or in connection with the Permitted RCF; and
- (b) all security interests, guarantees, indemnities and other credit support granted to or held by the RCF Creditors in respect of the obligations referred to in paragraph (a) above.

**“Record Date”** means the fifth (5<sup>th</sup>) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Bondholders is to be made under Clause 19 (*Distribution of proceeds*), (iv) the date of a Bondholders’ Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

**“Redemption Date”** means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 13 (*Redemption and repurchase of the Bonds*).

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

**“Regulated Market”** means any regulated market (as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended).

**“Related Fund”** in relation to a fund (the “first fund”), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

**“Second Amendment and Restatement Agreement”** means the amendment and restatement agreement dated [●] 2025 entered into between the Issuer and the Agent in connection with the amendments and restatements of these Terms and Conditions.

**“Second Effective Date”** means the Effective Date (as defined in the Second Amendment and Restatement Agreement).

**“Secured Obligations”** means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents.

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

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

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

**“Security Agent”** means the Secured Parties’ security agent from time to time; initially Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879, P.O. Box 7329, 103 90 Stockholm, Sweden).

**“SEK”** means the lawful currency of Sweden for the time being.

**“Shareholder Loan”** means any shareholder loan to the Issuer or any of its Subsidiaries from direct or indirect shareholders of the Issuer, where the Issuer or the relevant Subsidiary is the debtor, if such shareholder loan:

- (a) is subordinated to the obligations of the Issuer under the Finance Documents, pursuant to a Subordination Undertaking;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date;
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date; and
- (d) in each case is subject to the limitation set out in Clause 17.12 (*Dealings with related parties*).

“**STIBOR**” means:

- (a) the Stockholm interbank offer rate administered by the Swedish Financial Benchmark Facility AB (or any other person which takes over administration for that rate) for a period equal to the relevant Interest Period, as displayed on the relevant page of the LSEG Benchmark screen (or any replacement LSEG Benchmark page which displays that rate) 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 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,
- (e) and if any such rate is below zero (0), STIBOR will be deemed to be zero (0).

“**Subordination Undertaking**” means a subordination undertaking where the creditor in respect of any Financial Indebtedness made available thereunder is subordinated to the obligations in respect of the Bonds on terms satisfactory to the Agent.

“**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.

**“Transaction Costs”** means all fees, costs and expenses incurred by a Group Company in connection with the Second Amendment and Restatement Agreement and the transactions contemplated therein.

**“Transaction Security”** means the Security created or expressed to be created in favour of the Security Agent (acting on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

**“Transaction Security Documents”** means any document required to be delivered to the Agent under Clause 6.1 (*Transaction Security*) together with any other document entered into by the Issuer creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Issuer under any of the Finance Documents.

**“Written Procedure”** means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 22 (*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) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (c) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (d) a **“regulation”** includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (e) a provision of law is a reference to that provision as amended or re-enacted; and
- (f) a time of day is a reference to Stockholm time.

1.2.2 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, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against SEK for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.

- 1.2.4 A notice shall be deemed to be sent by way of press release if it is made available to the public within the European Economic Area promptly and in a non-discriminatory manner.
- 1.2.5 No delay or omission of the Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

## **2. STATUS OF THE BONDS**

The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by bankruptcy, insolvency, liquidation or other similar laws of general application, and without any preference among them.

## **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.
- 3.2 The aggregate nominal amount of the Bond Issue is SEK 750,000,000 (the “**Bond Issue**”), which will be represented by Bonds each of a nominal amount of SEK 500,000 or full multiples thereof (the “**Initial Nominal Amount**”).
- 3.3 The ISIN for the Bonds is SE0012827996.
- 3.4 All Bonds are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Bond Issue is SEK 2,000,000.
- 3.6 The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.7 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds each subsequent Bondholder confirms such agreement.

## **4. USE OF PROCEEDS**

- 4.1 Subject to Clause 5.1 (*Initial Conditions Precedent*), the Net Proceeds from the Bond Issue shall initially be deposited on the Escrow Account.
- 4.2 The Net Proceeds shall be applied towards general corporate purposes of the Group.

## **5. CONDITIONS PRECEDENT**

### **5.1 Initial Conditions Precedent**

[intentionally deleted]

## 5.2 **Conditions Precedent for disbursement**

[intentionally deleted]

## 5.3 **No responsibility for documentation**

The Agent may assume that the Conditions Precedent are accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation or evidence. The Conditions Precedent are not reviewed by the Agent from a legal or commercial perspective of the Bondholders.

# 6. **TRANSACTION SECURITY**

## 6.1 **Transaction Security**

- (a) Subject to the Agreed Security Principles, as continuing security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants (and shall procure that any other Group Company (as applicable) grants or will grant) as first ranking security to the Secured Parties (as represented by the Agent) the Transaction Security on the terms set out in the Transaction Security Documents.
- (b) The Security Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Transaction Security Documents.
- (c) Subject to the Agreed Security Principles, the Issuer shall ensure that:
  - (i) first ranking security is granted over the shares in any direct Subsidiaries of the Issuer;
  - (ii) first ranking security is granted in favour of the Secured Parties over any Intra-Group Loan;
- (d) The Issuer shall:
  - (i) ensure that the Transaction Security Documents and all documents relating thereto are duly executed in favour of the Agent and the Secured Parties (as represented by the Agent) and that such documents are legally valid, perfected, enforceable and in full force and effect according to their terms;
  - (ii) ensure that the relevant pledgors carry out any action to protect, perfect or give priority to the Transaction Security; and
  - (iii) execute and/or procure the execution of such further documentation as the Agent may reasonably require in order for the Bondholders and the Agent to at all times maintain the security position and guarantee position envisaged under the Finance Documents.
- (e) Except if otherwise decided by the Bondholders according to the procedures set out in Clauses 20 (*Decisions by Bondholders*), 21 (*Bondholders' Meeting*) and 22 (*Written Procedure*), the Agent is, without first having to obtain the Bondholders' consent, entitled to enter into binding agreements with the Group Companies or third parties if it is, in the Agent's sole discretion, necessary for the purpose of

establishing, maintaining, altering, releasing or enforcing the Transaction Security or for the purpose of settling the various Bondholders' relative rights to the Transaction Security. The Agent is entitled to take all measures available to it according to the Transaction Security Documents.

## 6.2 Enforcement of Transaction Security

- (a) If the Bonds are declared due and payable according to Clause 18 (*Termination of the Bonds*), or following the Final Redemption Date, the Agent is, without first having to obtain the Bondholders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Agent finds acceptable (if in accordance with the Transaction Security Documents).
- (b) 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 Agent 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 Agent shall not enforce the Transaction Security. If the Bondholders without any prior initiative from the Agent 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 Clauses 20 (*Decisions by Bondholders*), 21 (*Bondholders' Meeting*) and 22 (*Written Procedure*), the Agent shall promptly declare the Bonds terminated and enforce the Transaction Security. The Agent is however not liable to take action if the Agent considers cause for termination and/or acceleration not to be at hand, unless the instructing Bondholders in writing commit to holding the Agent indemnified and, at the Agent's own discretion, grant sufficient security for the obligation.
- (c) Funds that the Agent receives (directly or indirectly) on behalf of Secured Parties in connection with the termination of the Bonds or the enforcement of any or all of the Transaction Security constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate interest bearing account on behalf of the Secured Parties. The Agent shall promptly arrange for payments to be made to the Bondholders in such case. The Agent shall arrange for payments of such funds in accordance with Clause 19 (*Distribution of proceeds*) as soon as reasonably practicable. If the Agent deems it appropriate, it may, in accordance with this paragraph (c), instruct the CSD to arrange for payment to the Bondholders.
- (d) For the purpose of exercising the rights of the Bondholders and the Agent 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 Agent 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 paragraph (c) above. To the extent permissible by law, the powers set out in this paragraph (d) are irrevocable and shall be valid for as long as any Bonds remain

outstanding. The Issuer shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney, which the Agent deems necessary for the purpose of carrying out its duties under paragraph (c) above (including as required by the CSD in order for the CSD to accept such payment instructions). Especially, the Issuer shall, upon the Agent's request, provide the Agent with a written power of attorney empowering the Agent to change the bank account registered with the CSD to a bank account in the name of the Agent and to instruct the CSD to pay out funds originating from an enforcement in accordance with paragraph (c) above to the Bondholders through the CSD.

### 6.3 Release of Transaction Security

The Security Agent may release Transaction Security in accordance with the terms of the Transaction Security Documents.

## 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 the Finance Documents 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 The Bonds have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and the Issuer is under no obligation to arrange for registration of the Bonds under the Securities Act or under any other law or regulation.
- 7.6 The Bonds are not offered to and may not be subscribed by investors located in the United States except for “Qualified Institutional Buyers” (“**QIB**”) within the meaning of Rule 144A under the Securities Act. In the application form relating to the Bonds, each person applying for the Bonds must confirm whether it is a U.S. person as defined in Rule 902 of Regulation S under the Securities Act, and if it is a U.S. person it must confirm, *inter alia*, that it is a QIB.
- 7.7 Bondholders located in the United States are not permitted to transfer Bonds except (a) subject to an effective registration statement under the Securities Act, (b) to a person that

the Bondholder reasonably believes is a QIB within the meaning of Rule 144A that is purchasing for its own account, or the account of another QIB, to whom notice is given that the resale, pledge or other transfer may be made in reliance on Rule 144A, (c) outside the United States in accordance with Regulation S under the Securities Act, (d) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) and (e) pursuant to any other available exemption from registration under the Securities Act, subject to the receipt by the Issuer of an opinion of counsel or such other evidence that the Issuer may reasonably require confirming that such sale or transfer is in compliance with the Securities Act.

- 7.8 For the avoidance of doubt and notwithstanding the above, 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 Central Securities Depositories and Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator.
- 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 Central Securities Depositories and Financial Instruments Accounts Act.
- 8.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register (*Sw. skuldbok*) kept by the CSD in respect of the Bonds. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 8.4 For the purpose of or in connection with any Bondholders' Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Bonds. If the Agent 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 Agent obtain information from the debt register and provide it to the Agent.
- 8.5 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Bonds. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Bondholders.

- 8.6 At the request of the Agent, the Issuer shall promptly instruct the Issuing Agent to obtain information from the debt register kept by the CSD in respect of the Bonds and provide it to the Agent.

## **9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER**

- 9.1 If any Person other than a Bondholder (including a beneficial owner of a Bond not being registered as a Bondholder) wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds reasonably acceptable to the Agent.
- 9.2 A Bondholder (whether registered as such or proven to the Agent's satisfaction to be the beneficial owner of the Bond as set out in Clause 9.1 above) may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- 9.3 The Agent shall only have to examine the face of a power of attorney or similar evidence or proof of authorisation that has been provided to it pursuant to Clause 9.1 and 9.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

## **10. ADMISSION TO LISTING**

The Issuer shall use its reasonable endeavours to ensure the Bonds are listed on an Exchange within 12 months of the First Effective Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full.

## **11. PAYMENTS IN RESPECT OF THE BONDS**

- 11.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bonds, shall be made to such Person who is registered as a Bondholder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 11.2 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.

- 11.3 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 12.4 during such postponement.
- 11.4 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 that the payment was being made to a Person not entitled to receive such amount.
- 11.5 If the Issuer is required by law to withhold any tax from any payment in respect of the Bonds under the Finance Documents, the amount of the payment due will be grossed-up to such net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required.
- 11.6 Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

## **12. INTEREST**

- 12.1 The Bonds will bear Interest at the respective Interest Rate applied to the Nominal Amount from, but excluding, the Issue Date up to and including the relevant Redemption Date.
- 12.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 12.3 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).
- 12.4 If the Issuer fails to pay any amount payable by it under these Terms and Conditions on its due date, default interest shall accrue on the overdue amount from, but excluding, the due date up to and including the date of actual payment at a rate which is three hundred (300) basis points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.
- 12.5 Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under the Bonds will accrue at the Interest Rate plus one (1) per cent. per annum.

## **13. REDEMPTION AND REPURCHASE OF THE BONDS**

### **13.1 Redemption at maturity**

The Issuer shall redeem all, but not only some, of the Bonds in full on the Final Redemption Date (or, to the extent such day is not a Business Day and if permitted under the CSD's applicable regulations, on the Business Day following from an application of the Business

Day Convention, and otherwise on the first following Business Day) with an amount per Bond equal to one hundred (100.00) per cent. of the Nominal Amount together with accrued but unpaid Interest.

## **13.2 Purchase of Bonds**

Each Group Company may, subject to applicable law, at any time and at any price purchase Bonds. 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.

## **13.3 Early voluntary redemption by the Issuer (call option)**

13.3.1 The Issuer may redeem all (or part) of the Bonds at the following call option amounts (the "**Call Option Amount**") (together with accrued but unpaid interest) on any Business Day from and including:

- (a) the First Effective Date to, but not including, the First Call Date, at a price equal to the Make Whole Amount;
- (b) the First Call Date to, but not including, the Interest Payment Date in May 2027 at a price equal to 103,78 % per cent. of the Nominal Amount for each redeemed Bond;
- (c) the Interest Payment Date in May 2027 to, but not including, the Interest Payment Date in November 2027 at a price equal to 102,84 % per cent. of the Nominal Amount for each redeemed Bond;
- (d) the Interest Payment Date in November 2027 to, but not including, the Interest Payment Date in May 2028 at a price equal to 101,89 % per cent. of the Nominal Amount for each redeemed Bond;
- (e) the Interest Payment Date in May 2028 to, but not including, the Interest Payment Date in August 2028 at a price equal to 100,95 % per cent. of the Nominal Amount for each redeemed Bond;
- (f) the Interest Payment Date in August 2028 to, but not including, the Redemption Date at a price equal to 100.00 per cent. of the Nominal Amount for each redeemed Bond.

(the "**Call Option**").

13.3.2 Redemption in accordance with Clause 13.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.

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

13.4.1 The Issuer may redeem all, but not some only, of the outstanding Bonds at an amount per Bond equal to one hundred and three (103.00) per cent. of 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.

13.4.2 The applicability of Clause 13.4.1 shall be supported by a legal opinion issued by a reputable law firm.

13.4.3 The Issuer may give notice of redemption pursuant to Clause 13.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer 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 is bound to redeem the Bonds in full at the applicable amount on the specified Redemption Date.

**13.5 Mandatory repurchase due to a Change of Control Event or an Asset Disposal Event (put option)**

13.5.1 Upon a Put Option Event occurring, 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 (a) in respect of a Change of Control Event, one hundred and one (101.00) per cent. of the Nominal Amount together with accrued but unpaid Interest (the “**CoC Put Option**”) and (b) in respect of an Asset Disposal Event, one hundred and one (101.00) per cent. of the Nominal Amount together with accrued but unpaid Interest for an amount up to the Asset Disposal Put Option Amount (the “**Asset Disposal Put Option**”), in each case during a period of fifteen (15) Business Days following a notice from the Issuer of the relevant event pursuant to paragraph (b) of Clause 15.3 (*Information undertakings*). The fifteen (15) Business Days’ period may not start earlier than upon the occurrence of the Change of Control Event or Asset Disposal Event (as applicable).

13.5.2 The Put Option in respect of an Asset Disposal Event will only be offered to the Bondholders to the extent the Permitted RCF has been repaid and cancelled.

13.5.3 The notice from the Issuer pursuant to paragraph (b) of Clause 15.3 (*Information undertakings*) 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 (b) of Clause 15.3 (*Information: Miscellaneous*). The settlement date for the Put Option will be the fifth Business Day after the end of the 15 Business Days exercise period (the “**Put Option Repayment Date**”). The settlement of the Put Option will be based on each Bondholders holding of Bonds at that day.

13.5.4 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 13.5, the Issuer shall

comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 13.5 by virtue of the conflict.

- 13.5.5 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 13.5, if a third party in connection with the occurrence of a Change of Control Event or an Asset Disposal Event offers to purchase all Bonds in the manner and on the terms set out in this Clause 13.5 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If Bonds tendered are not purchased within the time limits stipulated in this Clause 13.5, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 13.5.6 No repurchase of Bonds pursuant to this Clause 13.5 shall be required if the Issuer has given notice of a redemption pursuant to Clause 13.3 (*Early voluntary redemption by the Issuer (call option)*) provided that such redemption is duly exercised.
- 13.5.7 Any Bonds repurchased by the Issuer pursuant to this Clause 13.5 may at the Issuer's discretion be retained or sold in accordance with Clause 13.2 (*Purchase of Bonds*).

### **13.6 Clean-up Call Option**

If Bonds representing more than ninety (90) per cent of the aggregate Nominal Amount of the Bonds have been repurchased due to the Put Option, the Issuer is entitled to repurchase all the remaining Bonds at the price stated in above by notifying the remaining Bondholders of its intention to do so no later than 10 Business Days after the Put Option Repayment Date.

### **13.7 Early redemption option due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 11.5 as a result of a change in applicable law implemented after the date of these Terms and Conditions, the Issuer will have the right to redeem all, but not only some, of the Bonds at a price equal to one hundred (100) per cent. of the Nominal Amount. The Issuer shall give written notice of such redemption to the Agent and the Bondholders at least 20 Business Days prior to the relevant repayment date, provided that no such notice shall be given earlier than 60 days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

### **13.8 Mandatory redemption due to failure to fulfil the Conditions Precedent**

- 13.8.1 If the Conditions Precedent have not been fulfilled within fifteen (15) Business Days from the Issue Date the Issuer shall redeem all Bonds at a price equal to one hundred and two (102.00) per cent., of the Nominal Amount together with any accrued but unpaid Interest.
- 13.8.2 The redemption of the Bonds shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Bondholders and the Agent, where such notice shall state the relevant date on which the redemption shall be made, the redemption amount and the relevant Record Date.

## 14. BONDHOLDERS' OPTION TO PURCHASE THE RCF DEBT

14.1 In the case of an event of default under the Permitted RCF, and subject to the terms as set out in the Intercreditor Agreement, some or all of the Bondholders (the “**Purchasing Bondholders**”) as represented by the Agent, have been granted an option to, after all Bondholders have been given the opportunity to participate in such purchase,

- (a) require the transfer to them (or to a nominee or nominees) of all, but not part, of the rights, benefits and obligations in respect of the RCF Debt, ~~provided that:~~ or
- (b) require the Issuer to issue bonds in an aggregate amount sufficient to fully refinance the RCF Debt, with a security package substantially identical to the RCF Debt. Each Bondholder shall have the right to subscribe for its pro rata portion of such bonds based on its holding of Bonds. The Issuer shall cooperate in good faith and take all steps necessary to facilitate such refinancing.
- (c) in each case provided that:
  - (i) ~~(a)~~ the RCF Creditors are paid an amount by the Purchasing Bondholders as set out in clause 6.1 (*Purchase Price*) of the Intercreditor Agreement;
  - (ii) the Issuer shall, from the date of delivery of a Purchase Option Notice (as defined in the Intercreditor Agreement), provide the Agent (on behalf of the Bondholders) with all information reasonably requested by the Agent to enable the Bondholders to evaluate whether to participate in the purchase or refinancing of the RCF Debt;
  - (iii) ~~(b)~~ each Purchasing Bondholder that wishes to exercise the Purchase Option in Clause 14.1 above shall give the Agent not less than twenty (20) Business Days' notice (following delivery of a Purchase Option Notice (as defined in the Intercreditor Agreement)) whereby ~~(A)~~ specifying the identity of the Purchasing Bondholder and the aggregate Nominal Amount of Bonds held by such Purchasing Bondholder and ~~(B)~~ stating the amount of any RCF Debt to be purchased by the relevant Purchasing Bondholder or, if applicable, confirming that the Issuer shall issue bonds to refinance the RCF Debt pursuant to paragraph (b) above, and (C) if applicable, nominating the transferee. Such notice is irrevocable but may, at the Purchasing Bondholders' discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Purchasing Bondholder is bound to purchase all of the RCF Debt at the applicable amounts or, if applicable, the Issuer is bound to issue bonds to refinance the RCF Debt; and
  - (iv) ~~(e)~~ if more than one Purchasing Bondholder wishes to exercise the Purchase Option, the Agent shall determine the appropriate share of the RCF Debt to be acquired by each such Purchasing Bondholder on a pro rata basis to their respective holdings of Bonds as of a date determined by the Agent (in its sole discretion), and the Agent shall by written notice inform each such Purchasing Bondholder accordingly.

- 14.2 Subject to the terms of the Intercreditor Agreement, the Purchasing Bondholder and the Agent shall act in good faith and do all things reasonably necessary in order to give full effect to the Purchase Option set out in this Clause 14 (*Purchase Option*) and in order to duly execute and settle the transfer and purchase of the rights, benefits and obligations in respect RCF Debt by the Purchasing Bondholders.

## **15. INFORMATION UNDERTAKINGS**

### **15.1 Financial Reports**

The Issuer shall:

- (a) prepare and make available the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, to the Agent and on its website not later than four (4) months after the expiry of each financial year;
- (b) prepare and make available the quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited unconsolidated reports of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, to the Agent and on its website not later than two (2) months after the expiry of each relevant interim period, provided that with respect to the interim period ending on 30 September 2024, the reporting obligation set out herein shall be satisfied by the Issuer providing a business update including management accounts in respect of that interim period only; and
- (c) prepare the Financial Reports in accordance with the Accounting Principles and make them available in accordance with the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) (if applicable and as amended from time to time).

### **15.2 Compliance Certificate**

- 15.2.1 The Issuer shall issue a Compliance Certificate to the Agent signed by the CEO, CFO or any other duly authorised signatory of the Issuer:

- (a) when a Financial Report is made available;
- (b) in connection with the testing of an Incurrence Test; and
- (c) at the Agent's reasonable request, within twenty (20) calendar days from such request.

- 15.2.2 In each Compliance Certificate, the Issuer shall:

- (a) so far as it is aware, certify that 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, certify that the Incurrence Test is met and including calculations and figures in respect of the Incurrence Test; and
- (c) if provided in connection with a Financial Report, certify that the Maintenance Test was met on the relevant Quarter Date.

### **15.3 Information: Miscellaneous**

The Issuer shall:

- (a) keep the latest version of these Terms and Conditions (including documents amending the Terms and Conditions) available on its website;
- (b) promptly notify the Agent (and, as regards a Put Option Event, the Bondholders) upon becoming aware of the occurrence of a Put Option Event or an Event of Default, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice (including, for the avoidance of doubt, calculations, figures and supporting documents in respect of the Maintenance Test);
- (c) promptly inform the Agent in writing if a Listing Failure Event has occurred; and
- (d) notify the Agent of any transaction referred to in Clause 17.10 (*Disposals*) and shall, upon request by the Agent, provide the Agent with any information relating to the transaction which the Agent deems necessary (acting reasonably).

## **16. FINANCIAL COVENANTS**

### **16.1 Maintenance Test**

- 16.1.1 The Maintenance Test shall be tested on each Quarter Date for as long as any Bond is outstanding. The first test date for the Maintenance Test shall be 31 December 2024.
- 16.1.2 The Maintenance Test is met if Cash (including amounts available and undrawn under an RCF) exceeds SEK 50,000,000 at all times.
- 16.1.3 The Maintenance Test shall be calculated on basis of the interim consolidated Financial Report for the period ending on the relevant Quarter Date and on the basis of the Compliance Certificate delivered in connection therewith.

### **16.2 Incurrence Test**

- 16.2.1 The Incurrence Test is met if:
  - (a) the Leverage Ratio (in each case calculated in accordance with this Clause 16.2) is less than 2.50:1; and
  - (b) no Event of Default is continuing or would occur upon the incurrence.

16.2.2 The figures for Consolidated EBITDA for the Reference Period ending on the last day of the period covered by the most recent Financial Report shall be used for the Incurrence Test (as applicable), but adjusted so that (without double counting):

- (a) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of any entities acquired by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date determined by the Issuer, falling no earlier than thirty (30) days prior to the event relevant for the application of the Incurrence Test, shall be included, *pro forma*, for the entire Reference Period;
- (b) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of any entities disposed of by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date determined by the Issuer, falling no earlier than thirty (30) days prior to the event relevant for the application of the Incurrence Test, shall be excluded, *pro forma*, for the entire Reference Period; and
- (c) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA) of any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Reference Period.

16.2.3 The figures for Net Interest Bearing Debt and Finance Charges for the Reference Period ending on the last day of the period covered by the most recent Financial Report shall be used for the Incurrence Test (as applicable), but shall be:

- (a) calculated *pro forma* including the new Financial Indebtedness provided that such Financial Indebtedness is an interest bearing obligation;
- (b) reduced to reflect any Net Interest Bearing Debt attributable to a disposed entity or which has been repaid, repurchased or otherwise discharged as a result of or in connection with a disposal of an entity (to the extent such Net Interest Bearing Debt is included in the relevant financial statements);
- (c) increased on a *pro forma* basis by an amount equal to the Net Interest Bearing Debt directly attributable to:
  - (i) any Financial Indebtedness owed by acquired entities; and
  - (ii) any Financial Indebtedness incurred to finance the acquisition of entities, in each case calculated as if all such debt had been incurred at the beginning of the relevant test period; and
- (d) increased on a *pro forma* basis by an amount equal to the Net Interest Bearing Debt directly attributable to any Financial Indebtedness incurred, calculated as if such debt had been incurred at the beginning of the relevant Reference Period,

however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce Net Interest Bearing Debt.

## **17. GENERAL UNDERTAKINGS**

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 17.

### **17.1 Authorisations**

The Issuer shall, and shall procure that each other Group Company will, in all material respects obtain, maintain and comply with the terms of any authorisation, approval, license and consent required for the conduct of its business as carried out at the date of these Terms and Conditions.

### **17.2 Compliance with laws**

The Issuer shall, and shall procure that each other Group Company will, comply in all material respects with all laws and regulations to which it may be subject from time to time.

### **17.3 Continuation of business**

17.3.1 The Issuer shall procure that no material change is made to the general nature of the business from that carried on by the Group at the Issue Date.

17.3.2 Nothing in these terms shall prevent the dissolution of a Subsidiary of the Issuer as part of a solvent reorganization of the Group.

### **17.4 Corporate status**

The Issuer shall not change its type of organization or jurisdiction of incorporation.

### **17.5 Mergers and de-mergers**

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

(a) any merger or other business combination or corporate reorganisation involving the consolidation of assets and obligations of the Issuer or any other Group Company with any other person other than with a Group Company; or

(b) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer and any Group Company;

17.5.2 if such merger, demerger, combination or reorganisation would have a Material Adverse Effect.

### **17.6 Financial Indebtedness**

The Issuer shall not, and shall procure that no other Group Company will, incur any additional Financial Indebtedness or maintain or prolong any existing Financial Indebtedness, other than any Permitted Financial Indebtedness.

### **17.7 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 Security over any of its/their assets (whether present or future), other than any Permitted Security over assets not being subject to Transaction Security (subject to paragraph (b) of the definition of Permitted Security).

## **17.8 Loans or credit**

The Issuer shall not, and shall procure that no other Group Company will, be a creditor in respect of any Financial Indebtedness, other than any Permitted Loan.

## **17.9 No guarantees or indemnities**

The Issuer shall not, and shall procure that no other Group Company will, incur or allow to remain outstanding any guarantee in respect of any obligation of any person, other than any Permitted Guarantee.

## **17.10 Disposals**

The Issuer shall not, and shall procure that no other Group Company will, sell, transfer or otherwise dispose of its assets (including shares or other securities in any person) or operations (other than to another Group Company), unless such sale, transfer or disposal would not have a Material Adverse Effect and in each case provided that the provisions relating to an Asset Disposals Event shall be complied with.

## **17.11 Distributions**

The Issuer may not make any Distributions other than a Permitted Distribution.

## **17.12 Dealings with related parties**

Without limiting Clause 17.2 (*Compliance with laws*), the Issuer shall, and shall procure that each other Group Company will, conduct all business transactions with any Affiliate at market terms and otherwise on an arm's length basis.

## **17.13 Agency Agreement**

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

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

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

## **17.14 Maintenance Test**

The Issuer shall ensure that the Maintenance Test is met on each Quarter Date.

## **17.15 CSD related undertakings**

The Issuer shall keep the Bonds affiliated with a CSD and comply with all CSD regulation applicable to the Issuer from time to time.

## **18. TERMINATION OF THE BONDS**

Each of the events or circumstances set out in this Clause 18 is an Event of Default (save for Clause 18.10 (*Termination*)).

### **18.1 Non-payment**

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

### **18.2 Other obligations**

- (a) A Material Group Company does not comply with its obligations under the Finance Documents (other than those referred to in Clause 18.1 (*Non-payment*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of being remedied and is remedied within fifteen (15) Business Days, within three (3) Business Days of the earlier of:
  - (i) the Agent giving notice to the Issuer; and
  - (ii) the Issuer becoming aware of the non-compliance.

### **18.3 Cross-acceleration**

- (a) Any Financial Indebtedness of a Material Group Company is not paid when due as extended by any originally applicable grace period.
- (b) Any Financial Indebtedness of a Material Group Company is declared to be due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) No Event of Default will occur under this Clause 18.3 if:
  - (i) the Financial Indebtedness is owed by the Issuer to another Group Company;
  - (ii) the aggregate amount of Financial Indebtedness falling within paragraphs (a) to (b) above is less than SEK 50,000,000 (or equivalent in any other currency or currencies).

### **18.4 Insolvency**

- (a) Any Material Group Company:
  - (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 or illiquidity, commences negotiations with its creditors generally (except for the Secured Parties) with a view to rescheduling its Financial Indebtedness.

- (b) A moratorium is declared in respect of the Financial Indebtedness of the any Material Group Company.
- (c) No Event of Default will occur under this Clause 18.3 if the assets of the relevant Material Group Company, individually or in the aggregate, have a value of less than SEK 50,000,000 (or its equivalent in any other currency or currencies).

#### **18.5 Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedures are taken in relation to:
  - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
  - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
  - (iii) any security interest securing Financial Indebtedness over any asset of any Material Group Company is enforced,
 or any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company.
- (b) Paragraph (a) shall not apply to proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) days of commencement or, if earlier, the date on which it is advertised.
- (c) No Event of Default will occur under this Clause 18.5 if the assets of the relevant Material Group Company, individually or in the aggregate, have a value of less than SEK 50,000,000 (or its equivalent in any other currency or currencies).

#### **18.6 Mergers and demergers**

- (a) The Issuer merges with any other Person, or is subject to a demerger, with the effect that the Issuer is not the surviving entity.
- (b) A Group Company merges with any other Person, or is subject to a demerger, and such merger or demerger would have an adverse effect on the Transaction Security or otherwise materially adversely affect the rights of the Bondholders.

#### **18.7 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 having an aggregate value of an amount equal to or exceeding SEK 50,000,000 (or its equivalent in any other currency or currencies) and is not discharged within sixty (60) calendar days.

#### **18.8 Impossibility or illegality**

- (a) It is or becomes impossible or unlawful for a Material Group Company 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.

- (b) No Event of Default will occur under this Clause 18.8 due to illegality of the Issuer to perform its obligations under the Finance Documents:
  - (i) until expiry of the period for notice of redemption pursuant to Clause 13.4 (*Early redemption due to illegality (call option)*); and
  - (ii) if the Issuer has given notice of a redemption pursuant to Clause 13.4 (*Early redemption due to illegality (call option)*) and provided that such redemption is duly exercised.

## **18.9 Cessation of business**

A Material Group Company ceases to carry on its business, except if due to;

- (a) A solvent liquidation of a Material Group Company other than the Issuer; or
- (b) A disposal, merger or demerger permitted pursuant to Clause 17.10 (*Disposals*) and Clause 17.5 (*Mergers and de-mergers*),

and provided, in relation to discontinuation of a Material Group Company other than the Issuer, that such discontinuation is likely to have a Material Adverse Effect.

## **18.10 Termination**

- 18.10.1 If an Event of Default has occurred and is continuing the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Bondholder on the second Business Day following the day on which the demand is received by the Agent and shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 18.10.5 or 18.10.7, on behalf of the Bondholders, terminate the Bonds and to declare all, but not only some, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than twenty (20) Business Days from the date on which the Agent made such declaration).
- 18.10.2 The Agent may not terminate the Bonds in accordance with Clause 18.10.1 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 ground mentioned under Clause 18.10.1.
- 18.10.3 If the right to terminate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 18.10.4 The Issuer is obliged to inform the Agent immediately if any circumstance of the type specified in Clause 18.10.1 should occur. Should the Agent not receive such information, the Agent is entitled to assume that no such circumstance exists or can be expected to occur,

provided that the Agent does not have knowledge of such circumstance. The Agent is under no obligations to make any investigations relating to the circumstances specified in Clause 18.10.1. The Issuer shall further, at the request of the Agent, provide the Agent with details of any circumstances referred to in Clause 18.10.1 and provide the Agent with all documents that may be of significance for the application of this Clause 18.

- 18.10.5 If the Bondholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 20 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.
- 18.10.6 If the Bonds are declared due and payable in accordance with the provisions in this Clause 18, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 18.10.7 If the Agent has been notified by the Issuer or has otherwise received actual knowledge that there is a default under the Finance Documents according to Clause 18.10.1, the Agent shall (i) notify, within five (5) Business Days of the day of notification or actual knowledge, the Bondholders of the default and (ii) decide, within twenty (20) Business Days of the day of notification or actual knowledge, if the Bonds shall be declared terminated. If the Agent has decided not to terminate the Bonds, the Agent 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 20 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 18.10.8 If the Bonds are declared due and payable in accordance with this Clause 18, the Issuer shall redeem all Bonds with an amount per Bond equal to the applicable Call Option Amount plus accrued but unpaid Interest.

## **19. DISTRIBUTION OF PROCEEDS**

- 19.1 If the Bonds have been declared due and payable in accordance with Clause 18 (*Termination of the Bonds*) all payments by the Issuer relating to the Bonds and any proceeds received from an enforcement of the Transaction Security shall be distributed in accordance with the following order:
- (a) *first*, in or towards payment *pro rata* of:
- (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance

Documents (other than any indemnity given for liability against the Bondholders);

- (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds, the enforcement of the Transaction Security or the protection of the Bondholders' rights as may have been incurred by the Agent;
  - (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 24.2.6; and
  - (iv) any costs and expenses incurred by the Agent that have not been reimbursed by the Issuer in accordance with Clause 20.14,
  - (v) together with default interest in accordance with Clause 12.4 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the 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, including default interest in accordance with Clause 12.4 on delayed payments of Interest and repayments of principal under the Bonds.
- 19.2 Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.
- 19.3 If the Issuer or the Agent shall make any payment under this Clause 19, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 11.1 shall apply.

## **20. DECISIONS BY BONDHOLDERS**

- 20.1 A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 20.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the

decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.

- 20.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (a) the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Agent that an approval will not be given, or (b) the suggested decision is not in accordance with applicable laws.
- 20.4 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 22.3, 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.
- 20.5 The following matters shall require consent of Bondholders representing at least two thirds ( $\frac{2}{3}$ ) 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 22.3:
- (a) waive a breach of or amend an undertaking set out in Clause 17 (*General undertakings*);
  - (b) release any Transaction Security, in whole or in part;
  - (c) a mandatory exchange of 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 20.5 or Clause 20.6.
- 20.6 Any matter not covered by Clause 20.5 shall require the consent of Bondholders representing more than fifty (50.00) 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 22.3. This includes, but is not limited to, any amendment to or waiver of the terms of any Finance Documents that does not require a higher majority (other than an amendment permitted pursuant to paragraph (a), (b), (c) or (d) of Clause 23.1), or a termination of the Bonds or the enforcement of the Transaction Security in whole or in part.

- 20.7 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 Agent in a Written Procedure, will prevail.
- 20.8 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20.00) 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.
- 20.9 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 21.1) or initiate a second Written Procedure (in accordance with Clause 22.1), 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 20.8 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 20.10 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 20.11 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.
- 20.12 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 the Finance Documents, 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.
- 20.13 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.
- 20.14 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 20.15 If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent 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 Agent shall not be responsible for the accuracy of

such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.

- 20.16 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 Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

## **21. BONDHOLDERS' MEETING**

- 21.1 The Agent 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 Bondholder's Meeting has been requested by the Bondholder(s), the Agent shall send a copy of the notice to the Issuer.

- 21.2 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 21.1 with a copy to the Agent. After a request from the Bondholders pursuant to Clause 24.4.3, 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 21.1.

- 21.3 The notice pursuant to Clause 21.1 shall include:

- (a) the time for the meeting;
- (b) the place for the meeting;
- (c) an agenda for the meeting (including each request for a decision by the Bondholders); and
- (d) a form of power of attorney.

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

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

- 21.5 If the Agent, in breach of these Terms and Conditions, has not convened a Bondholders' Meeting within five (5) Business Days after having received such notice, the requesting Person may convene the Bondholders' Meeting itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the register kept by the CSD and, if no Person to open the Bondholders' Meeting has been appointed by the Agent, the meeting shall be opened by a Person appointed by the requesting Person.

- 21.6 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Agent 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. 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.
- 21.7 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

## **22. WRITTEN PROCEDURE**

- 22.1 The Agent 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 Agent shall send a copy of the communication to the Issuer.
- 22.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 22.1 to each Bondholder with a copy to the Agent.
- 22.3 A communication pursuant to Clause 22.1 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 (such Business Day not to fall earlier than the effective date of the communication pursuant to Clause 22.1), (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, and (e) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least four (4) Business Days but not more than twenty (20) Business Days from the communication pursuant to Clause 22.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- 22.4 If the Agent, in breach of these Terms and Conditions, has not instigated a Written Procedure within five (5) Business Days after having received such notice, the requesting Person may instigate a Written Procedure itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the register kept by the CSD.
- 22.5 When the requisite majority consents of the Adjusted Nominal Amount pursuant to Clauses 20.5 and 20.6 have been received in a Written Procedure, the relevant decision

shall be deemed to be adopted pursuant to Clause 20.5 or 20.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **23. AMENDMENTS AND WAIVERS**

23.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in the Finance Documents, provided that such amendment or waiver:

- (a) is not detrimental to the interest of the Bondholders as a group;
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by applicable law, a court ruling or a decision by a relevant authority; or
- (d) has been duly approved by the Bondholders in accordance with Clause 20 (*Decisions by Bondholders*).

23.2 The consent of the Bondholders is not necessary to approve the particular form of any amendment or waiver to the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.

23.3 The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 23.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

23.4 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 Agent, as the case may be.

## **24. APPOINTMENT AND REPLACEMENT OF THE AGENT AND THE SECURITY AGENT**

### **24.1 Appointment of Agent**

24.1.1 By subscribing for Bonds, each initial Bondholder:

- (a) appoints the Agent and the Security Agent to act as its agent and security agent (as applicable) in all matters relating to the Bonds and the Finance Documents, and authorises each of the Agent and the Security Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the 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 including, for the avoidance of doubt, any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security; and
- (b) Appoints the Security Agent to act as its agent in all matters relating to the Transaction Security and the Transaction Security Documents, including any legal

or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Transaction Security Documents.

24.1.2 By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Agent and the Security Agent to act on its behalf, as set forth in Clause 23.1.1.

24.1.3 Each Bondholder shall immediately upon request provide the Agent and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent or the Security Agent (as applicable), that the Agent or the Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Agent nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request.

24.1.4 The Issuer shall promptly upon request provide the Agent and the Security Agent with any documents and other assistance (in form and substance satisfactory to the Agent or the Security Agent, as applicable), that the Agent or the Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

24.1.5 Each of the Agent and the Security Agent is entitled to fees for its respective work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agent's and the Security Agent's respective obligations as Agent and Security Agent (as applicable) under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

24.1.6 The Agent may act as agent and/or security agent for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## **24.2 Duties of the Agent and the Security Agent**

24.2.1 Each of the Agent and the Security Agent shall represent the Bondholders in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Transaction Security Documents on behalf of the Secured Parties and, where relevant, enforcing the Transaction Security on behalf of the Bondholders. However, neither the Agent nor the Security Agent is responsible for the contents, execution, legal validity or enforceability of the Finance Documents. Each of the Agent and the Security Agent shall keep the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) available on its respective website.

24.2.2 Neither the Agent nor the Security Agent is obliged to actively assess or monitor (i) the financial condition of the Issuer or any Group Company, (ii) the compliance by the Issuer of the Finance Documents (unless expressly set out in the Finance Documents) or (iii) whether an Event of Default (or any event that may lead to an Event of Default) has occurred or not. Until it has actual knowledge to the contrary, each of the Agent and the Security Agent is entitled to assume that no Event of Default has occurred.

- 24.2.3 Each of the Agent and the Security Agent may assume that any information, documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and neither the Agent nor the Security Agent has to verify or assess the contents of any such information, documentation or evidence. Neither the Agent nor the Security Agent reviews any information, documents and evidence from a legal or commercial perspective of the Bondholders.
- 24.2.4 Each of the Agent and the Security Agent shall upon request by a Bondholder disclose the identity of any other Bondholder who has consented to the Agent or the Security Agent (as applicable) in doing so.
- 24.2.5 When acting in accordance with the Finance Documents, each of the Agent and the Security Agent is always acting with binding effect on behalf of the Bondholders. Each of the Agent and the Security Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 24.2.6 Each of the Agent and the Security Agent is entitled to delegate its duties to other professional parties, but each of them shall remain liable for the actions of such parties under the Finance Documents.
- 24.2.7 Each of the Agent and the Security Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 24.2.8 Each of the Agent and the Security Agent shall be entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, each of the Agent and the Security Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- 24.2.9 Each of the Agent and the Security Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent and/or the Security Agent pay all costs for external experts engaged (a) after the occurrence of an Event of Default, (b) for the purpose of investigating or considering an event which the Agent and/or the Security Agent reasonably believes is or may lead to an Event of Default or a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents or (c) when the Agent is to make a determination under the Finance Documents. Any compensation for damages or other recoveries received by the Agent and/or the Security Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 19 (*Distribution of proceeds*).
- 24.2.10 The Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.

- 24.2.11 Notwithstanding any other provision of the Finance Documents to the contrary, neither the Agent nor the Security Agent is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 24.2.12 If in the Agent's or the Security Agent's (as applicable) reasonable opinion the cost, loss or liability which it may incur (including its respective reasonable fees to the Agent) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent or the Security Agent (as applicable) 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.
- 24.2.13 Each of the Agent and the Security Agent shall give a notice to the Bondholders (a) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents, or (b) if it refrains from acting for any reason described in Clause 24.2.12.
- 24.2.14 Each of the Agent's and the Security Agent's duties under the Terms and Conditions are solely mechanical and administrative in nature and the Agent and the Security Agent only act in accordance with the Terms and Conditions and upon instructions from the Bondholders, unless otherwise set out in the Terms and Conditions. In particular, neither the Agent nor the Security Agent is acting as an advisor (whether legal, financial or otherwise) to the Bondholders or any other person.

### **24.3 Limited liability for the Agent and the Security Agent**

- 24.3.1 Neither the Agent nor the Security Agent will 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. Neither the nor the Security Agent shall be responsible for indirect loss.
- 24.3.2 Neither the Agent nor the Security Agent shall be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts or if it has has acted with reasonable care in a situation when it considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 24.3.3 Neither the Agent nor the Security Agent shall 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 it to the Bondholders, provided that the it 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 it for that purpose.
- 24.3.4 Neither the Agent nor the Security Agent shall have any liability to the Bondholders for damage caused by it acting in accordance with instructions of the Bondholders.
- 24.3.5 Any liability towards the Issuer which is incurred by the Agent or the Security Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

- 24.3.6 The Agent is not liable for information provided to the Bondholders by or on behalf of the Issuer or by any other person.

#### **24.4 Replacement of the Agent and the Security Agent**

- 24.4.1 Subject to Clause 24.4.6, each of the Agent and the Security Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent and/or successor Security Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 24.4.2 Subject to Clause 24.4.6, if the Agent and/or the Security Agent is insolvent or becomes subject to bankruptcy proceedings, the Agent and/or the Security Agent (as applicable) shall be deemed to resign as Agent and/or Security Agent (as applicable) and the Issuer shall within ten (10) Business Days appoint a successor Agent and/or successor Security Agent (as applicable) which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 24.4.3 A Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and/or the Security Agent and appointing a new Agent and/or Security Agent (as applicable). 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 Agent and/or the Security Agent be dismissed and a new Agent and/or new Security Agent (as applicable) be appointed.
- 24.4.4 If the Bondholders have not appointed a successor Agent and/or successor Security Agent within ninety (90) calendar days after (a) the earlier of the notice of resignation was given or the resignation otherwise took place or (b) the Agent and/or the Security Agent was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Agent and/or successor Security Agent (as applicable) which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 24.4.5 The retiring Agent and/or the retiring Security Agent (as applicable) shall, at its own cost, make available to the successor Agent and/or successor Security Agent (as applicable) such documents and records and provide such assistance as the successor Agent and/or successor Security Agent may reasonably request for the purposes of performing its functions as Agent and/or Security Agent (as applicable) under the Finance Documents.
- 24.4.6 The Agent's and or the Security Agent's (as applicable) resignation or dismissal shall only take effect upon the appointment of a successor Agent and/or successor Security Agent (as applicable) and acceptance by such successor Agent and/or successor Security Agent (as applicable) of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent and/or the retiring Security Agent (as applicable).
- 24.4.7 Upon the appointment of a successor, the retiring Agent and/or the retiring Security Agent (as applicable) shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain

liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent and/or Security Agent (as applicable). 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 Agent and/or the Security Agent.

- 24.4.8 In the event that there is a change of the Agent and/or the Security Agent in accordance with this Clause 24.4, the Issuer shall execute such documents and take such actions as the new Agent and/or the new Security Agent may reasonably require for the purpose of vesting in such new Agent and/or new Security Agent (as applicable) the rights, powers and obligation of the Agent and/or the Security Agent and releasing the retiring Agent and/or the retiring Security Agent (as applicable) from its respective further obligations under the Finance Documents. Unless the Issuer and the new Agent and/or the new Security Agent agrees otherwise, the new Agent and/or the new Security Agent shall be entitled to the same fees and the same indemnities as the retiring Agent and/or the retiring Security Agent (as applicable).

## **25. APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT**

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

## **26. APPOINTMENT AND REPLACEMENT OF THE CSD**

- 26.1 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.
- 26.2 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. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*).

## **27. NO DIRECT ACTIONS BY BONDHOLDERS**

- 27.1 A Bondholder may not take any steps whatsoever against the Issuer or a Subsidiary or with respect to the Transaction Security to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up,

dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer or another Group Company in relation to any of the liabilities of the Issuer or a Subsidiary under the Finance Documents. Such steps may only be taken by the Agent.

- 27.2 Clause 27.1 shall not apply if the Agent 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 24.1.2), such actions within a reasonable period of time and such failure or inability is continuing, however, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or by any reason described in Clause 24.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 24.2.13 before a Bondholder may take any action referred to in Clause 27.1.
- 27.3 The provisions of Clause 27.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 13.5 (*Mandatory repurchase due to a Change of Control Event or an Asset Disposal Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

## **28. TIME-BAR**

- 28.1 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.
- 28.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new time-bar 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.

## **29. NOTICES AND PRESS RELEASES**

### **29.1 Notices**

- 29.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to such email address as notified by the Agent to the Issuer from time to time;

- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) or, if sent by email by the Agent, to such email address as notified by the Issuer to the Agent from time to time;
  - (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 Agent.
- 29.1.2 Any notice or other communication made by one Person to another under or in connection with these Terms and Conditions shall be sent by way of courier, personal delivery or letter (and, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 29.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 29.1.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause 29.1.1.
- 29.1.3 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.

## 29.2 Press releases

- 29.2.1 Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clauses 13.3, 13.4, 15.3(b), 18.10.7, 19.3, 20.16, 21.1, 22.1, 23.3, 24.2.13 and 24.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 29.2.2 In addition to Clause 29.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Agent shall send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the 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 Agent 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 Agent shall be entitled to issue such press release.

## 30. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 30.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 30.2 The Issuing Agent shall have no liability to the Bondholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.

- 30.3 Should a Force Majeure Event arise which prevents the Agent, the Security Agent or the Issuing Agent from taking any action required to comply with the Finance Documents, such action may be postponed until the obstacle has been removed.
- 30.4 The provisions in this Clause 30 apply unless they are inconsistent with the provisions of the Central Securities Depositories and Financial Instruments Accounts Act which provisions shall take precedence.

### **31. GOVERNING LAW AND JURISDICTION**

- 31.1 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.
- 31.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 31.3, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
- 31.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Bondholders, as applicable) to take proceedings against the Issuer or any of its assets in any court which may exercise jurisdiction over the Issuer or any of its assets pursuant to Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), or the 2007 Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. To the extent allowed by law, the Agent (or the Bondholders, as applicable) may take concurrent proceedings in any number of jurisdictions.

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

Place:

**The Issuer**

Ellos Holding AB

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

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

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

Place:

**The Agent**

Nordic Trustee & Agency AB (publ)

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

## **SCHEDULE 1**

### **AGREED SECURITY PRINCIPLES**

1. The Secured Parties shall be granted security over same assets and guarantees from the same entities.
2. The Issuer shall not be under an obligation to grant Transaction Security over any assets which would impose a stamp duty, taxes, notary fees, translation fees, registration fees or similar costs or charges on any Group Company or the Agent unless such costs amounts to less than SEK 100,000.
3. Any assets subject to pre-existing third party arrangements which are permitted by the Finance Documents or any other contractual restrictions on assignments and which prevent those assets from being charged, will be excluded from any relevant Transaction Security Document but the Issuer must use reasonable endeavours to obtain consent to charging any such assets if the relevant asset is material.
4. The Transaction Security Documents shall operate to create security rather than to impose any new commercial obligations and shall, accordingly, not contain additional or duplicate representations or undertakings to those contained in these Terms and Conditions unless required for the creation, perfection, ranking or preservation of the security and shall not be unduly burdensome on the Group Company or interfere unreasonably with the operation of its business.
5. Perfection of security will not be required if it would materially adversely affect the commercial reputation or ability of the Issuer to conduct its operations or business in the ordinary course.
6. No perfection action will be required in jurisdictions where the Issuer is not located.
7. Transaction Security will not be enforceable until an Event of Default has occurred and is continuing and (i) the relevant agent has given notice of acceleration under the relevant finance document and (ii) the relevant agent has given notice of its intention to enforce in accordance with the relevant Transaction Security Document.
8. In case the ownership to security assets is transferred to a Secured Party (or any of their Affiliates) (or a Secured Party or the Security Agent has taken control over the security assets as a stage of the enforcement process), the fair market value of the transferred security assets, supported by independent valuation, shall be set off against the Secured Obligations.
9. The Secured Parties shall only be able to exercise the powers of attorney (including, but not limited to, in respect of voting rights appertaining to any shares) granted under any Transaction Security Document or have the right to receive any dividends if an Event of Default has occurred and is continuing.
10. The Issuer shall be permitted to pay interest (but not principal) in relation to any Intra-Group Loans being subject to Transaction Security unless an Event of Default has occurred and is continuing.

11. The Issuer shall not be under an obligation to grant any Transaction Security if there is a requirement for such company or the Agent to obtain or maintain licenses, permissions, establish a place of business or similar in any jurisdiction for the purpose of granting or holding such Transaction Security (as confirmed by a reputable local legal counsel in such jurisdiction).
12. The Issuer shall not be under an obligation to grant any Transaction Security if there is a requirement for such company or its shareholder or the Agent to deposit cash in any jurisdiction for the purpose of granting or holding such Transaction Security (as confirmed by a reputable local legal counsel in such jurisdiction).
13. An acknowledgement, countersignature or confirmation on a notice of pledge or similar to be delivered in connection with the granting of Transaction Security by another party than a Group Company shall only be required to be collected and delivered by the relevant Group Company on a best effort basis.
14. *Share security.* Subject to the Agreed Security Principles, security in respect of the shares in a direct Subsidiary shall be granted, provided that the pledgors in respect such security shall be entitled to exercise voting rights and receive dividends unless an Event of Default has occurred and is continuing. The Bonds shall have security over the shares in the direct Subsidiaries of the Issuer and claims against such entities, and no provision of the Agreed Security Principles shall serve to release such security.
15. *Security over receivables.* Subject to the Agreed Security Principles, security in respect of receivables (other than Swedish receivables) may be assigned or charged, unless notice to the debtors are required by local law to perfect the Security or such security is otherwise encompassed by any business mortgage.
16. *Intra-Group Loans.* The Issuer shall not be under an obligation to grant Transaction Security over any claims pursuant to any cash pool arrangement or over any intra-group loans other than Intra-Group Loans.
17. Notwithstanding anything to the contrary in the Finance Documents, if the Security Agent is not satisfied that it does not need to be resident, incorporated (including by way of a branch office), registered or authorised in any jurisdiction or deposit any funds in any jurisdiction where the Security Agent, at the time the relevant Transaction Security shall be granted, is not resident, incorporated (including by way of a branch office), registered or authorised in, the Security Agent shall have a right to (without consent from any Secured Party) waive the requirement in any Finance Document to grant that Transaction Security. Satisfaction in this respect should either be through the inclusion of such statement in a legal opinion or by any other legal statement from a well reputable law firm which in form and substance is acceptable to the Security Agent (acting reasonably).

**The Agent shall have a right to consult with a local legal counsel in a relevant jurisdiction in order to verify and confirm compliance with the Agreed Security Principles in relation to any Transaction Security. The costs for such local legal counsel shall be borne or reimbursed by the Issuer and the Agent is not required to seek the Issuer's confirmation or approval prior to engaging such local legal counsel.**

**SCHEDULE 2**  
**ADDITIONAL AMENDMENTS TO THE ICA TERM SHEET**

## ICA TERM SHEET

SEK 750,000,000 senior secured callable floating rate bonds 2019/2028 (the "**Bonds**") with ISIN SE0012827996

This intercreditor term sheet (this "**ICA Term Sheet**") should be read together with the terms and conditions in respect of the Bonds.

- Original Parties:** To establish the relative rights of creditors under various financing arrangements, the Intercreditor Agreement will be entered into by:
- (1) Ellos Group Sweden AB, reg. no. 556217-1925 (the "**Company**");
  - (2) DNB Sweden AB (the "**RCF Lender**");
  - (3) DNB Bank ASA, Sweden Branch (the "**RCF Agent**"); and
  - (4) Nordic Trustee & Agency AB (publ), reg. no. 556882-1879 (the "**Bonds Agent**").
- Background:** The Original Parties to this ICA Term Sheet will enter into the Intercreditor Agreement to provide a bondholder purchase option over the RCF Debt and related security.
- The Intercreditor Agreement will incorporate, among other, the principles set out in the following paragraphs
- Definitions:** "**Closing Date**" means the date on which the Debt Disposal is completed.
- "**Debt Disposal**" means a disposal of RCF Debt effected by a purchase by way of assignment or transfer to the transferee nominated by the Bonds Agent (acting on the instructions of the Bondholders).
- "**Event of Default**" shall have the meaning ascribed to the term in the RCF Agreement.
- "**RCF Agreement**" means the revolving credit facility agreement to be entered into between, the Company as borrower, the RCF Creditor as lender and the RCF Agent as agent.
- "**RCF Creditors**" means (i) the RCF Creditor and (ii) any person who is or becomes a lender under the RCF Agreement.
- "**RCF Debt**" means:
- (a) the outstanding principal amount together with any accrued but unpaid interest or fees due, owing or incurred from time to time by the Company to the RCF Creditors under or in connection with the RCF Agreement; and
  - (b) all security interests, guarantees, indemnities and other credit support granted to or held by the RCF Creditors in respect of

the obligations referred to in paragraph (a) above.

**"RCF Transfer Documents"** means any transfer certificate, assignment agreement or other instrument required under the RCF Agreement to effect an assignment of the RCF Debt which shall be substantially in the form of the LMA standard transfer documentation (or such other form as the Bonds Agent may reasonably approve).

**Purchase Option:** Upon a continuing Event of Default under the RCF Agreement and before any acceleration or transfer of the RCF Debt, the RCF Creditor shall offer the Bonds Agent a Debt Disposal of all but not part of the rights and obligations (including all RCF Debt) to a transferee nominated by the Bonds Agent.

**Purchase Option Notice** The RCF Creditors may send a purchase option notice (a "**Purchase Option Notice**") to the Bonds Agent, confirming that the Purchase Option has been offered to the Bondholders (acting through the Bonds Agent).

**Consultation Period** During 10 Business Days after a Purchase Option Notice; the Company, the RCF Agent ~~and~~, the RCF Creditor and the Bonds Agent shall discuss potential remedies/waivers/amendments; the Purchase Option cannot be exercised during this period.

**Exercise Period** Within ~~40~~25 Business Days after the end of the Consultation Period; the Bonds Agent must deliver an exercise notice to the RCF Agent identifying the transferee and/or specifying that the Company shall issue bonds to refinance the RCF Debt; failure to deliver in time causes the Purchase Option to lapse.

**Conditions Precedent:** The RCF Agent's satisfaction (acting reasonably) that any sanctions, "know your customer" or similar requirements under all applicable laws and regulations in relation to the transfer to the transferee have been complied with.

**Closing:** Following exercise of the Purchase Option, the parties to execute RCF Transfer Documents and complete the Debt Disposal as soon as practically possible.

**CP Back-Stop Date** If conditions precedent are not fulfilled to the satisfaction of the RCF Agent and the Bonds Agent within ~~20~~5 Business Days after the end of the Exercise Period, the RCF Creditors have no obligation to complete the Debt Disposal.

**Purchase Price** Purchase Price equals the aggregate amount of all RCF Debt on the Closing Date (whether or not due), including amounts payable as if prepaid on that date and all costs/expenses (including legal fees) arising from the transfer.

**Standstill** From delivery of the Purchase Option Notice until the earlier of (i) the first Business Day after the CP Back-Stop Date (if CPs not fulfilled by then) and (ii) the lapse of the Exercise Period (including during the Consultation Period), the RCF Creditors shall not accelerate or enforce (including legal or insolvency actions) or assign or transfer any rights and obligations under the RCF Agreement to a third party, except (a) as reasonably necessary to preserve the value of Security, prevent material diminution or avoid material detriment to RCF Creditors' rights, or (b) if required by law.

**Information** From delivery of the Purchase Option Notice, the Company shall provide the Bonds Agent with all information reasonably requested to enable Bondholders to

<b><u>Obligation</u></b>	<u>evaluate whether to participate in the purchase or refinancing of the RCF Debt.</u>
<b><u>Transfers</u></b>	<p><u>The RCF Creditors may not assign or transfer any of their rights or obligations under the RCF Agreement to a third party (a "<b>Transferee</b>") without using its commercially reasonable efforts to procure that such Transferee becomes a party to the Intercreditor Agreement.</u></p> <p><u>Should such Transferee not agree to become a party to the Intercreditor Agreement, the Bondholders shall be provided a right to buy the relevant rights or obligations under the RCF Agreement on the same terms as the Transferee (on equivalent terms as under the Purchase Option). If the Bondholders elect not to buy the relevant rights or obligations under the RCF Agreement or fail to complete such purchase within the applicable timeline, the RCF Creditors shall have the right to assign or transfer any of their rights or obligations under the RCF Agreement to such Transferee without such Transferee becoming a party to the Intercreditor Agreement.</u></p>
<b>Governing Law and Jurisdiction</b>	Swedish law; Swedish courts with Stockholm City Court as first instance; without prejudice to proceedings where the Company or assets are located and concurrent proceedings to the extent allowed by law.