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Stockholm, 8 July 2020

To the noteholders in:

ISIN: SE0009664949 – Kvalitena AB (publ)'s up to SEK 1,000,000,000 Senior Floating Rate Notes 2017/2020

NOTICE OF WRITTEN PROCEDURE – AMENDMENT REQUEST

This voting request for procedure in writing has been sent on 8 July 2020 to Noteholders directly registered in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Notes on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 3 (*Voting rights and authorisation*) of Schedule 3 (*Instructions for Written Procedure*).

Nordic Trustee & Agency AB (publ) acts as agent (the "**Agent**") for the holders of the notes (the "**Noteholders**") in the above mentioned bond issue ISIN SE0009664949 issued by Kvalitena AB (publ) (the "**Issuer**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Noteholders can vote for or against the Issuer's requests.

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice**") shall have the meanings assigned to them in the terms and conditions of the Notes (the "**Terms and Conditions**").

Noteholders participate in this written procedure (the "**Written Procedure**") by completing and sending the voting form, attached hereto as Schedule 1 (*Voting Form*) (the "**Voting Form**"), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (*Power of Attorney/Authorisation*) (the "**Power of Attorney**") or other sufficient evidence, if the Notes are held in custody other than by the CSD, to the Agent. Please contact the securities firm you hold your Notes through if you do not know how your Notes are registered or if you need authorisation or other assistance to participate.

The Agent must receive the Voting Form no later than **15:00 (CEST) on 27 July 2020** either by mail, courier or email to the Agent using the contact details set out in Section 7 (*Address for sending replies*) of Schedule 3 (*Instructions for the Written Procedure*). Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Noteholder on **14 July 2020** (the "**Record Date**"). This means that the person must be

registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Notes.

The Issuer has appointed ABG Sundal Collier AB as manager (the "**Manager**") for the purpose of the Written Procedure. The Manager is agent of the Issuer and owes no duty to any Noteholder or person authorised by a Noteholder. Nothing herein shall constitute a recommendation to the Noteholders by the Manager. The Proposal (as defined below) is made solely by the Issuer and is presented to the Noteholders without any evaluation, advice or recommendations from the Manager. Each Noteholder must independently evaluate whether the Proposal is acceptable or not and vote accordingly.

Please note that as of the date of this Notice, the Issuer has informed the Agent that Noteholders representing more than forty-two (42) per cent. of the Adjusted Nominal Amount have expressed their support to vote in favour of the Proposal.

1. Background

Reference is made to the Notes. The Final Maturity Date of the Notes is 30 September 2020.

Governments and authorities' containment measures to reduce the spread of covid-19 have significantly impacted the world economy, which in turn has resulted in a negative effects on the capital markets in general and particularly the Nordic credit market. Hence, in the current market, a refinancing of the Notes at reasonable terms may prove challenging. Consequently, the Issuer seeks to find a solution that reduces the refinancing risk of the Issuer and provides comfort to the Noteholders. Such solution includes a suggested postponement of the Final Maturity Date which will substantially reduce the refinancing risk and allow sufficient time to increase and improve refinancing options of the Issuer in a more steady market.

2. Proposal

2.1 Proposed amendments to the Terms and Conditions

The Issuer proposes and requests that the Noteholders consent to amend and restate the Terms and Conditions in accordance with the changes set out in Schedule 5 (Draft Amended and Restated Terms and Conditions (changes only)), in summary, as follows (the "**Proposal**"):

- (a) A new definition of "Disposal Proceeds" is added in clause 1.1 of the Terms and Conditions with the following wording:

"Disposal Proceeds" means 20 per cent. of the net cash proceeds received by the Issuer from any disposal of assets of the Issuer made after 30 June 2020.

- (b) A new definition of "Excluded Disposal Proceeds" is added in clause 1.1 of the Terms and Conditions with the following wording:

"Excluded Disposal Proceeds" means any Disposal Proceeds which, when aggregated with Disposal Proceeds not applied towards redemption of the Notes pursuant to Clause

10.6 (Mandatory Redemption due to Asset Disposals), is less than SEK 10,000,000 (or its equivalent in other currencies).

- (c) A new definition of “Initial Nominal Amount” is added in clause 1.1 of the Terms and Conditions with the following wording:

“Initial Nominal Amount” has the meaning set forth in Clause **Fel! Hittar inte referenskölla..**

- (d) The definition of “Nominal Amount” set out in clause 1.1 of the Terms and Conditions is amended to read as follows:

“Nominal Amount” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been redeemed in part pursuant to Clause 10.6 (Mandatory Redemption due to Asset Disposals).

- (e) A new definition of “Texas Property Portfolio” is added in clause 1.1 of the Terms and Conditions with the following wording:

“Texas Property Portfolio” means a real property portfolio comprising of 41 properties located in the state of Texas, United States of America, having a total market value of approximately USD 102 million at 23 June 2020 with a leverage of approximately USD 58 million.

- (f) A new definition of “Texas Property Portfolio Transferring Failure Event” is added in clause 1.1 of the Terms and Conditions with the following wording:

“Texas Property Portfolio Transferring Failure Event” means a failure to transfer the Texas Property Portfolio from Dorco International B.V. to the Issuer prior to 1 January 2021, for a purchase price equal to the equity value of the Texas Property Portfolio (i.e. the difference between the market value of, and the outstanding debt relating to, the Texas Property Portfolio) at the time of such transfer which is paid by setting off the purchase price against a receivable of the Issuer against Dorco International B.V.

- (g) The definition of “Final Maturity Date” set out in clause 1.1 of the Terms and Conditions is amended to read as follows:

“Final Maturity Date” means the date falling four (4) years and six (6) months after the First Issue Date.

- (h) Clause 2.3 of the Terms and Conditions is amended to read as follows:

The nominal amount of each Initial Note is SEK 1,000,000 (the **“Initial Nominal Amount”**). The aggregate maximum nominal amount of the Initial Notes as at the First Issue Date is SEK 800,000,000. All Initial Notes are issued on a fully paid basis at an issue price of 98.50 per cent. of the Initial Nominal Amount.

- (i) Clause 10.1 of the Terms and Conditions is amended to read as follows:

The Issuer shall redeem all, but not some only, of the outstanding Notes, in full on the Final Maturity Date, with an amount per Note equal to 103 per cent. of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

- (j) Clause 10.3.1 of the Terms and Conditions is amended to read as follows:

The Issuer may redeem all, but not some only, of the outstanding Notes in full at any time at an amount per Note equal to:

- (a) the Applicable Premium, if the Notes are redeemed during a period starting on the First Issue Date and ending on a day falling immediately prior to the First Call Date;*
- (b) 101 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on the First Call Date and ending on 30 March 2021;*
- (c) 102 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on 31 March 2021 and ending on 30 June 2021; or*
- (d) 103 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on 1 July 2021 and ending on the day falling immediately prior to the Final Maturity Date,*

in each case together with accrued but unpaid Interest.

- (k) The heading of clause 10.5 of the Terms and Conditions is amended to read as follows:

Mandatory repurchase due to a Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event

- (l) Clause 10.5.1 of the Terms and Conditions is amended to read as follows:

Upon the occurrence of a Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event pursuant to Clause 11.1.2 (after which time period such right shall lapse) have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 105 per cent. of the Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event.

- (m) A new clause 10.6 with the heading “Mandatory Redemption due to Asset Disposals” is added in the Terms and Conditions with the following wording:

10.6.1 The Issuer shall on each Interest Payment Date falling after 30 June 2020 apply any Disposal Proceeds, except for Excluded Disposal Proceeds, towards

redemption of all, but not some only, of the outstanding Notes together with a premium of:

- (a) 1 per cent. of the redeemed amount, if the redemption is made during a period starting on the First Call Date and ending on 30 March 2021;*
- (b) 2 per cent. of the redeemed amount, if the redemption is made during a period starting on 31 March 2021 and ending on 30 June 2021; or*
- (c) 3 per cent. of the redeemed amount, if the redemption is made during a period starting on 1 July 2021 and ending on the day falling immediately prior to the Final Maturity Date.*

10.6.2 Redemption in accordance with Clause 10.6.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes at the applicable amount on the specified Redemption Date. The applicable amount shall reduce the Nominal Amount by a minimum of SEK 1 and integral multiples of SEK 1.

- (n) Clause 11.1.2 of the Terms and Conditions is amended to read as follows:

The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event. Such notice may be given in advance of the occurrence of a Change of Control Event, and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event.

- (o) Clause 12.6 of the Terms and Conditions is amended to reads as follows:

The Issuer shall not declare, make or pay 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 attributable to common shares (or any class of its share capital attributable to common shares).

- (p) A new clause 12.8 with the heading "Loans out" is added in the Terms and Conditions with the following wording:

The Issuer shall not make any loans to Dorco International B.V. other than any loans from the Issuer to Dorco International B.V. existing on 30 June 2020.

- (q) Clause 17.4 of the Terms and Conditions is amended to reads as follows

If the Issuer or the Agent shall make any payment under this Clause 17, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 8.1 shall apply and for any partial redemption in accordance with Clause 10.6 (Mandatory Redemption due to Asset Disposals) due but not made, the Record Date specified in Clause 10.6.2 shall apply.

(r) Paragraph (c) of clause 18.7 of the Terms and Conditions is amended to read as follows:

(c) a change to the Interest Rate or the Nominal Amount (other than as a result of an application of Clause 10.6 (Mandatory Redemption due to Asset Disposals)).

(s) Clause 25.3 of the Terms and Conditions is amended to reads as follows:

The provisions of Clause 25.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 10.5 (Mandatory repurchase due to a Change of Control Event, Listing Failure Event or Texas Property Portfolio Transferring Failure Event (put option)) or other payments which are due by the Issuer to some but not all Noteholders.

(t) Clause 27.2.1 of the Terms and Conditions is amended to reads as follows

Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 10.3 (Voluntary total redemption (call option)), 10.4 (Early redemption due to illegality (call option)), 10.6 (Mandatory Redemption due to Asset Disposals), 11.1.2, 16.3, 18.17, 19.1, 20.1 and 21.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.

2.2 Execution

The Proposal shall be deemed to be approved

1. immediately upon expiry of the voting period and receipt of the required quorum and majority as set forth in Sections 5 and 6 of Schedule 3 (Instructions for Written Procedure); or
2. if earlier, when a requisite majority of consents from the Noteholders have been received by the Agent.

Provided that the requisite majority has voted in favor of the Proposal, the Issuer and the Agent shall, upon the Issuer's request, amend and restate the Terms and Conditions accordingly as well as enter into and deliver any other agreements and/or documents that are necessary and/or desirable for the purpose of effectuating the proposals and requests set out in this Notice. The Issuer shall, following the execution of such amendment and restatement

(the “**Execution**”), procure that the duly executed amended and restated Terms and Conditions are registered with the CSD.

The Noteholders' give the Agent the power to enter into all agreements and take all actions that the Agent deems necessary for the Execution.

Please note that although the Issuer intends to implement the amendments as proposed pursuant to the Proposal, it has no obligation to do so even if the Proposal is approved by the Noteholders.

3. Instructions for the Written Procedure and Indicative Timetable

The instructions set out in Schedule 3 (*Instructions for the Written Procedure*) need to be adhered to under the Written Procedure.

The indicative timetable for the Written Procedure is set out in Schedule 4 (*Indicative Timetable*).

4. Fees

4.1 Consent fee

Subject to the occurrence of the Execution, the Issuer will pay a consent fee in an amount equal to one (1) per cent. of the Nominal Amount of each Bond (the “**Consent Fee**”) to the Noteholders. Please note that this means that a Noteholder will not be entitled to the Consent Fee if no Execution occurs.

The Agent does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

4.2 Payment of the Consent Fee

To be eligible to receive of the Consent Fee, you must be a Noteholder on the date falling three (3) Business Days from the date of Execution (the “**Fee Record Date**”)

The Consent Fee shall be calculated based on the aggregate principal amount held by the relevant Noteholder on the Fee Record Date and settlement of the Consent Fee is expected to occur on the date falling five (5) Business Days from the Fee Record Date.

Any payment of the Consent Fee will be effected to the Noteholders through the CSD, which will credit the income account (Sw. *avkastningskonto*) to which interest payments on the Notes are made to the relevant Noteholder.

Payment is expected to be made without withholding or deduction for any applicable taxes and each Noteholder must make its own determination as to whether or not it is required to pay tax on any amounts it receives in connection with the Proposal.

5. Non-reliance

The Proposal is presented to the Noteholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed the Proposal (and its effects, should it be adopted) from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of the Proposal (and its effects, should it be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Proposal (and its effects) is acceptable or not.

6. Further information

For further questions to the Issuer, regarding the request, please contact the Issuer at jonas.vestin@kvalitena.se / se or + 46 8 121 317 00.

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

Stockholm, 8 July 2020

NORDIC TRUSTEE & AGENCY AB (PUBL)

As Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation
Schedule 3	Instructions for the Written Procedure
Schedule 4	Indicative Timetable
Schedule 5	Draft Amended and Restated Terms and Conditions (changes only)

VOTING FORM
Schedule 1

For the procedure in writing for Kvalitena AB (publ)'s up to SEK 1,000,000,000 Senior Floating Rate Notes 2017/2020 ISIN: SE0009664949.

The undersigned Noteholder or authorised person/entity (the "**Voting Person**"), votes either **For** or **Against** the Proposal by marking the applicable box below.

NOTE: *If the Voting Person is not registered as Noteholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2. Noteholders should note that a Voting Form given in respect of the Written Procedure shall remain valid for any second Written Procedure initiated, should the quorum requirement not be met.*

For the Proposal

Against the Proposal

The undersigned hereby confirms (by putting a cross in the appropriate box above) that this Voting Form shall constitute a vote also for a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Proposal.

Name of the Voting Person: _____

Capacity of the Voting Person: Notholder: ¹ authorised person: ²

Voting Person's reg.no/id.no
and country of incorporation/domicile: _____

Securities Account number at Euroclear Sweden:
(if applicable) _____

Name and Securities Account number of custodian(s):
(if applicable) _____

Nominal Amount voted for (in SEK): _____

Day time telephone number, e-mail address and contact person:

Authorised signature and Name ³

Place, date:

¹ When voting in this capacity, no further evidence is required.

² When voting in this capacity, the person/entity voting must also enclose Power of Attorney/Authorisation (*Schedule 2*) from the Noteholder or other proof of authorisation showing the number of votes held on the Record Date.

POWER OF ATTORNEY/AUTHORISATION
Schedule 2

For the Written Procedure in Kvalitena AB (publ)'s up to SEK 1,000,000,000 Senior Floating Rate Notes 2017/2020 ISIN: SE0009664949.

NOTE: *This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Noteholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Noteholder. I.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Noteholder.*

Name of person/entity that is given authorisation (Sw. *befullmäktigad*) to vote as per the Record Date:

Nominal Amount (in SEK) the person/entity is authorised to vote for as per the Record Date:

Name of Noteholder or other intermediary giving the authorisation (Sw. *fullmaktsgivaren*):

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: SEK _____

We are:

Registered as Noteholder on the Securities Account

Other intermediary and holds the Notes through (specify below):

Place, date: _____

Name:

Authorised signature of Noteholder / other intermediary (Sw. *fullmaktsgivaren*)

³ If the undersigned is not a Noteholder according the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Noteholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

INSTRUCTIONS FOR WRITTEN PROCEDURE

Schedule 3

1. Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or email to the address indicated below no later than **15:00 (CEST) on 27 July 2020**. Votes received thereafter may be disregarded.

2. Decision procedure

The Agent will determine if received replies are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Proposal shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken under the Written Procedure will: i) be sent by notice to the Noteholders and ii) be published on the websites of a) the Issuer and b) the Agent.

A matter decided under the Written Procedure will be binding for all Noteholders, irrespective of them responding in the Written Procedure.

3. Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (14 July 2020) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account; or
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Notes.

4. Notes registered with a nominee

If you are not registered as a direct registered owner, but your Notes are held through a registered authorised nominee or another intermediary, you may have two different options to influence the voting for the Notes:

1. You can ask the authorised nominee or other intermediary that holds the Notes on your behalf to vote in its own name as instructed by you.
2. You can obtain a Power of Attorney from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Noteholder of the Securities Account, or from each intermediary in the chain of Noteholders, starting with the intermediary that is registered in the debt register as a Noteholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Notes on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Notes on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Notes are registered or need authorisation or other assistance to participate. Notes owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

5. Quorum

To approve the Proposal, Noteholders representing at least fifty (50) per cent of the Adjusted Nominal Amount must reply to the Proposal under the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

6. Majority

More than two thirds (2/3) of the Adjusted Nominal Amount for which Noteholders reply under the Written Procedure must consent to the Proposal.

7. Address for sending replies

Return the Voting Form and, if applicable, the Power of Attorney/Authorisation or other sufficient evidence, if the Notes are held in custody other than Euroclear Sweden, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure / Kvalitena AB (publ)
P.O. Box 7329
S-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure / Kvalitena AB (publ)
Norrländsgatan 23
111 43 Stockholm

By email: voting.sweden@nordictrustee.com

INDICATIVE TIMETABLE

Schedule 4

Announcement of Written Procedure	8 July 2020
Record Date for the Noteholders to be eligible to vote	14 July 2020
Deadline for receipt by the Agent of a valid vote from Noteholders to participate in the Written Procedure	15:00 CEST on 27 July 2020 (at the latest)
Announcement of result of Written Procedure	28 July 2020 (at the latest)
Expected Fee Record Date for the Consent Fee	31 July 2020 (at the latest)
Expected Date for payment of the Consent Fee	7 August 2020 (at the latest)

DRAFT AMENDED AND RESTATED TERMS AND CONDITIONS (CHANGES ONLY)
Schedule 5

(Separate document)

~~Execution Version~~



AMENDED AND RESTATED TERMS AND CONDITIONS FOR

KVALITENA AB (PUBL)

SEK 1,000,000,000

SENIOR FLOATING RATE NOTES

ISIN: SE0009664949

**— ORIGINALLY DATED 27 MARCH 2017
AS AMENDED AND RESTATED ON [●] 2020**

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

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*With effect from and including [**] the terms and conditions of the Notes were amended and restated. This document incorporates such amendments and restates the terms and conditions as amended and restated on [**].*

1 Definitions and construction

1.1 Definitions

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

“**Account Bank**” means Swedbank AB (publ).

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

“**Accounting Principles**” means generally accepted accounting principles, standards and practices in Sweden, including international financial reporting standards (IFRS), if applicable.

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

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other person or entity owning any Notes (irrespective of whether such person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i).

For the purposes of this definition, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

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

“**Applicable Premium**” means an amount equal to:

- (a) the present value on the relevant record date of 101 per cent. of the outstanding Nominal Amount as if such payment originally should have taken place on the First Call Date; plus

P.O. Box 191, 101 23 Stockholm, Sweden or another party replacing it, as CSD, in accordance with these Terms and Conditions.

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

["Disposal Proceeds" means 20 per cent. of the net cash proceeds received by the Issuer from any disposal of assets of the Issuer made after 30 June 2020.](#)

“**Escrow Account**” means a bank account held by the Issuer with the Account Bank for the purpose of the arrangement specified in Clause 5 (*Escrow of proceeds*).

“**Escrow Account Pledge Agreement**” means the agreement for first ranking Security over the funds from time to time standing to the credit on the Escrow Account, entered into between the Issuer and the Agent.

“**Equity Ratio**” means, at any time, the equity of the Group as a percentage of the aggregate value of the Total Assets (in each case calculated in accordance with the Accounting Principles and in line with the principles for the audited financial statements).

“**Event of Default**” means an event or circumstance specified in Clause 16.1.

["Excluded Disposal Proceeds" means any Disposal Proceeds which, when aggregated with Disposal Proceeds not applied towards redemption of the Notes pursuant to Clause 10.6 \(Mandatory Redemption due to Asset Disposals\), is less than SEK 10,000,000 \(or its equivalent in other currencies\).](#)

“**Existing Market Loan**” means each the SEK 600,000,000 Market Loan raised by the Issuer on 29 October 2015 with ISIN SE0007666102.

“**Existing Notes**” means the outstanding notes under the Existing Market Loan.

“**Existing Pledge**” means the pledge over the shares in Fastighets AB Bodarne 11, Reg. No. 556685-8097, which are currently pledged to the Agent on its own behalf and in its capacity as agent as security for the Issuer’s obligations under the Existing Market Loan.

“**Final Maturity Date**” means the date falling ~~three (3)~~four (4) years and six (6) months after the First Issue Date. “**Finance Documents**” means these Terms and Conditions, the Escrow Account Pledge Agreement, the Agency Agreement any Compliance Certificate and any other document designated as a “Finance Document” by the Agent and the Issuer.

“**Financial Indebtedness**” means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability), provided that any existing or future leases which would at the First Issue Date

have been treated as operating leases, shall not be considered as being finance leases due to any subsequent change in the Accounting Principles;

- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) without double-counting, liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

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

“Financial Year” means the annual accounting period of the Group.

“First Call Date” means the date falling thirty-six (36) months after the First Issue Date.

“First Issue Date” means 30 March 2017.

“Force Majeure Event” has the meaning set forth in Clause 28.1.

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

“Initial Nominal Amount” [has the meaning set forth in Clause 2.3.](#)

“Initial Notes” means the Notes issued on the First Issue Date.

“Insolvent” means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (*konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Noteholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*lag (1996:764) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“Interest” means the interest on the Notes calculated in accordance with Clauses 9.1 to 9.3.

“Interest Payment Date” means 5 January, 5 April, 5 July and 5 October of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 5 July 2017 and the last Interest Payment Date shall be the relevant Redemption Date.

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

“Interest Rate” means 3-month STIBOR plus 6 per cent. *per annum*.

“Issuer” means Kvalitena AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556527-3314.

“Issuing Agent” means ABG Sundal Collier ASA, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“Listing Failure Event” means (i) a failure to list the Notes on NASDAQ Stockholm within sixty (60) calendar days after the relevant Issue Date and (ii) in case a successful listing has occurred, that the Notes cease to be listed on NASDAQ Stockholm or another Regulated Market (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes).

“Market Loan” means any loan or other indebtedness where an entity issues commercial paper, certificates, convertibles, subordinated debentures, bonds or other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), which is or is intended by the Issuer to be admitted for trading on a Swedish or foreign Regulated Market or MTF.

“Material Adverse Effect” means material adverse effect on:

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

“MTF” means any Multilateral Trading Facility (as defined in the Swedish Securities Markets Act).

“NASDAQ Stockholm” means NASDAQ Stockholm AB, Reg. No. 556420-8394.

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

“Nominal Amount” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been redeemed in part pursuant to Clause 10.6 (Mandatory Redemption due to Asset Disposals).

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

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

“Noteholders’ Meeting” means a meeting among the Noteholders held in accordance with Clause 19 (*Noteholders’ Meeting*).

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

“Real Estate Related Investments” means any investment related to acquisition, development, ownership, renovation or management of real properties and site leasehold rights and acquisition of shares or other interests in entities directly or indirectly carrying out (or intending to carry out) such activities.

“Record Date” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 17 (*Distribution of proceeds*), or (iv) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“Redemption Date” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 10 (*Redemption and Repurchase of the Notes*).

“Refinancing Proceeds” means an amount equal to the aggregate amounts required to redeem the Existing Market Loan (after deducting the amount (if any) of Existing Notes committed to be used as payment in kind for any Notes in the Initial Notes Issue) in full including interest, costs and fees thereunder, in accordance with their respective terms and conditions.

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

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

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

“**STIBOR**” means:

- (a) the applicable percentage rate *per annum* displayed on NASDAQ Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no rate is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (c) if no quotation is available pursuant to paragraph (b), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period; and

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

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

“**Subsidiary**” means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (*dotterföretag*) to such person, directly or indirectly, as defined in the Swedish Companies Act (*aktiebolagslagen (2005:551)*).

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

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

“**Texas Property Portfolio**” means a real property portfolio comprising of 41 properties located in the state of Texas, United States of America, having a total market value of approximately USD 102 million at 23 June 2020 with a leverage of approximately USD 58 million.

“**Texas Property Portfolio Transferring Failure Event**” means a failure to transfer the Texas Property Portfolio from Dorco International B.V. to the Issuer prior to 1 January 2021, for a purchase price equal to the equity value of the Texas Property Portfolio (i.e. the difference between the market value of, and the outstanding debt relating to, the Texas Property Portfolio) at the time of such transfer which is paid by setting off the purchase price against a receivable of the Issuer against Dorco International B.V.

- 2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.
- 2.3 The nominal amount of each Initial Note is SEK 1,000,000 (the “**Initial Nominal Amount**”). The aggregate maximum nominal amount of the Initial Notes as at the First Issue Date is SEK 800,000,000. All Initial Notes are issued on a fully paid basis at an issue price of 98.50 per cent. of the Initial Nominal Amount.
- 2.4 Provided that no Event of Default is continuing or would result from such issue, the Issuer may, on one or several occasions, issue Subsequent Notes. Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. The issue price of the Subsequent Notes may be set at a discount or at a premium compared to the Nominal Amount. The maximum aggregate nominal amount of the Notes (the Initial Notes and all Subsequent Notes) may not exceed SEK 1,000,000,000. Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 9 (*Interest*), and otherwise have the same rights as the Initial Notes
- 2.5 The Notes constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory law and except as otherwise provided in the Finance Documents.
- 2.6 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.7 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3 Use of proceeds

- 3.1 The Issuer shall use the proceeds from the issue of the Initial Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Initial Notes, for refinancing of existing debt (including the Existing Market Loan), debt service and general corporate purposes of the Group.
- 3.2 The Issuer shall use the proceeds from the issue of any Subsequent Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Subsequent

cent. higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

10 Redemption and Repurchase of the Notes

10.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the outstanding Notes ~~in full~~ on the Final Maturity Date ~~with an amount per Note equal to 103 per cent. of the Nominal Amount together with accrued but unpaid Interest.~~ If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

10.2 Purchase of Notes by the Issuer

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

10.3 Voluntary total redemption (call option)

10.3.1 The Issuer may redeem all, but not some only, of the outstanding Notes in full at any time at an amount per Note equal to:

- (a) the Applicable Premium, if the Notes are redeemed during a period starting on the First Issue Date and ending on a day falling immediately prior to the First Call Date;
- (b) 101 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on the First Call Date and ending on ~~the day falling immediately prior to the Final Maturity Date;~~ and 30 March 2021;
- (c) 102 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on 31 March 2021 and ending on 30 June 2021; or
- (d) 103 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on 1 July 2021 and ending on the day falling immediately prior to the Final Maturity Date,
- ~~(e) 100 per cent. of the Nominal Amount, if the Notes are redeemed during a period starting on the first Business Day falling thirty-nine (39) months after the Issue Date and ending on the day falling immediately prior to the Final Maturity Date, provided that the redemption is financed by way of one or more Market Loan issues and that each Noteholder is offered to participate in such issues;~~

in each case together with accrued but unpaid Interest.

10.3.2 Redemption in accordance with Clause 10.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as

a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

10.4 Early redemption due to illegality (call option)

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

10.4.2 The Issuer may give notice of redemption pursuant to Clause 10.4.1 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 Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date

10.5 Mandatory repurchase due to a Change of Control Event ~~or~~ Listing Failure Event ~~(put option)~~ or Texas Property Portfolio Transferring Failure Event

10.5.1 Upon the occurrence of a Change of Control Event ~~or~~ Listing Failure Event ~~occurring~~ or Texas Property Portfolio Transferring Failure Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event ~~or~~ Listing Failure Event or Texas Property Portfolio Transferring Failure Event pursuant to Clause 11.1.2 (after which time period such right shall lapse) have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to ~~101~~ 105 per cent. of the Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event ~~or~~ Listing Failure Event or Texas Property Portfolio Transferring Failure Event.

10.5.2 The notice from the Issuer pursuant to Clause 11.1.2 shall specify the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a person designated by the Issuer, shall repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 11.1.2. The Redemption Date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 10.5.1.

10.5.3 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 10.5, the Issuer may comply with the applicable securities laws and regulations and will not

be deemed to have breached its obligations under this Clause 10.5 by virtue of the conflict.

- 10.5.4 Any Notes repurchased by the Issuer pursuant to this Clause 10.5 may at the Issuer's discretion be retained, sold or cancelled.

10.6 **Mandatory Redemption due to Asset Disposals**

10.6.1 The Issuer shall on each Interest Payment Date falling after 30 June 2020 apply any Disposal Proceeds, except for Excluded Disposal Proceeds, towards redemption of all, but not some only, of the outstanding Notes together with a premium of:

- (a) 1 per cent. of the redeemed amount, if the redemption is made during a period starting on the First Call Date and ending on 30 March 2021;
- (b) 2 per cent. of the redeemed amount, if the redemption is made during a period starting on 31 March 2021 and ending on 30 June 2021; or
- (c) 3 per cent. of the redeemed amount, if the redemption is made during a period starting on 1 July 2021 and ending on the day falling immediately prior to the Final Maturity Date.

10.6.2 Redemption in accordance with Clause 10.6.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes at the applicable amount on the specified Redemption Date. The applicable amount shall reduce the Nominal Amount by a minimum of SEK 1 and integral multiples of SEK 1.

11 Information to Noteholders

11.1 Information from the Issuer

11.1.1 The Issuer shall make the following information available to the Noteholders by way of press release and by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within five (5) months after the end of each financial year, its audited consolidated financial statements for that financial year prepared in accordance with the Accounting Principles;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, its unaudited consolidated financial statements or the year-end report (*bokslutskommuniké*) (as applicable) for such period prepared in accordance with the Accounting Principles;
- (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by Group Companies, or the amount of Notes cancelled by the Issuer; and

(d) any other information required by the Swedish Securities Markets Act (*lag (2007:528) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading.

11.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event ~~or a~~ Listing [Failure Event or Texas Property Portfolio Transferring](#) Failure Event. Such notice may be given in advance of the occurrence of a Change of Control Event, and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event.

11.1.3 When the financial statements and other information are made available to the Noteholders pursuant to Clause 11.1.1, the Issuer shall send copies of such financial statements and other information to the Agent. Together with the financial statements, the Issuer shall submit to the Agent a Compliance Certificate attaching copies of any notices sent to the Regulated Market on which the Notes are admitted to trading.

11.2 Information from the Agent

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

11.3 Publication of Finance Documents

11.3.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

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

12 General Undertakings

12.1 Disposals

The Issuer shall not, and shall ensure that no other Group Company will, enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or a substantial part of the assets or operations of the Group where such disposal is reasonably likely to have an adverse effect on the ability of the Issuer to perform its obligations under the Finance Documents.

12.2 Restrictions regarding pledge of assets

The Issuer shall not create or permit to subsist any Security over any of its assets for any Market Loan raised by the Issuer, other than (i) the Escrow Account Pledge Agreement

and (ii) until the Existing Market Loan is redeemed in accordance with Clause 12.7 (*Voluntary Early Redemption*), the Existing Pledge.

12.3 **Change of Business**

12.3.1 The Issuer shall procure that no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on at the date of the Terms and Conditions.

12.3.2 The Issuer shall procure that as an aggregate during each Financial Year, not less than 85% of all investments (based on the gross amounts applied towards such investments) made by the Issuer are Real Estate Related Investments.

12.4 **Pari Passu ranking**

The Issuer shall ensure that at all times its obligations under the Terms and Conditions rank at least *pari passu* with the claims of all its unsubordinated and unsecured creditors, except those whose claims are mandatorily preferred by laws of general application.

12.5 **Term of Market Loans**

The Issuer shall not raise any new Market Loan where such Market Loan has a final maturity date falling before the Final Maturity Date or which otherwise is scheduled to be repaid before the Final Maturity Date.

12.6 **Dividends**

The Issuer shall not declare, make or pay 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 attributable to common shares (or any class of its share capital attributable to common shares) ~~("Restricted Payment") unless, at the time of such payment, the aggregate amount of all Restricted Payments in any fiscal year does not exceed the lower of (i) SEK 30,000,000 or (ii) fifty (50) per cent. of the Group's consolidated net profit for the previous Financial Year.~~

12.7 **Voluntary Early Redemption of Existing Market Loan**

No later than seven (7) Business Days after the First Issue Date, the Issuer shall give notice to the agent and the noteholders under the Existing Market Loan to redeem all notes outstanding under the Existing Market Loan in accordance with the terms and conditions of the Existing Market Loan.

12.8 **Loans out**

The Issuer shall not make any loans to Dorco International B.V. other than any loans from the Issuer to Dorco International B.V. existing on 30 June 2020.

Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 8.1 shall apply and for any partial redemption in accordance with Clause 10.6 (Mandatory Redemption due to Asset Disposals) due but not made, the Record Date specified in Clause 10.6.2 shall apply.

18 Decisions by Noteholders

- 18.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 18.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 18.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 18.4 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 18.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuing Agent shall upon request provide the Issuer or the convening Noteholder(s) with the information available in the debt register (*skuldbok*) kept by the CSD in respect of the Notes in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be.
- 18.5 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 19.1 or (ii) instigate a Written Procedure by sending communication in accordance with Clause 20.1, in both cases with a copy to the Agent. After a request from the Noteholders pursuant to Clause 22.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 19.1. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and shall, on the request of the Agent, append information from the Agent together with the notice or the communication. The Issuing Agent shall provide the Issuer with the information available in the debt register

(*skuldbok*) kept by the CSD in respect of the Notes in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be.

18.6 Only a person who is, or who has been provided with a power of attorney pursuant to Clause 7 (*Right to act on behalf of a Noteholder*) from a person who is, registered as a Noteholder:

- (a) on the Business Day specified in the notice pursuant to Clause 19.2, in respect of a Noteholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 20.2, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the definition of Adjusted Nominal Amount.

18.7 The following matters shall require the consent of Noteholders representing at least two thirds (2/3) of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 20.2:

- (a) a change to the terms of any of Clause 2.1, and Clauses 2.5 to 2.7;
- (b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 10 (*Redemption and repurchase of the Notes*);
- (c) a change to the Interest Rate or the Nominal Amount (other than as a result of an application of Clause 10.6 (*Mandatory Redemption due to Asset Disposals*));
- (d) a change to the terms for the distribution of proceeds set out in Clause 17 (*Distribution of proceeds*);
- (e) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 18 (*Decisions by Noteholders*);
- (f) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (g) a mandatory exchange of the Notes for other securities; and
- (h) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 16 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

18.8 Any matter not covered by Clause 18.7 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 20.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 21.1(a) or (b)), an acceleration of the Notes.

- 25.3 The provisions of Clause 25.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 10.5 (*Mandatory repurchase due to a Change of Control Event* ~~or~~ Listing [Failure Event or Texas Property Portfolio Transferring](#) Failure Event (put option)) or other payments which are due by the Issuer to some but not all Noteholders.

26 Prescription

- 26.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been prescribed and has become void.

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

27 Notices and Press releases

27.1 Notices

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

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (*Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to such email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to such email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the date such person shall be a Noteholder in order to receive the communication, (or if no such date is specified, one Business Day prior to dispatch), and by either courier delivery (to the extent it is possible to deliver by courier to the relevant address) or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

- 27.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter or, if between the Agent and the Issuer, by email, and will only be

effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 27.1.1, in case of letter three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 27.1.1 or, in case of email to the Agent or the Issuer, when received in readable form by the email recipient.

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

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

27.2 **Press releases**

27.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 10.3 (*Voluntary total redemption (call option)*), 10.4 (*Early redemption due to illegality (call option)*), [10.6 \(Mandatory Redemption due to Asset Disposals\)](#), 11.1.2, 16.3, 18.17, 19.1, 20.1 and 21.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.

27.2.2 In addition to Clause 27.2.1, if any information relating to the Notes or the Group contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release.

28 **Force Majeure and Limitation of Liability**

28.1 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.

28.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.

28.3 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.

28.4 The provisions in this Clause 28 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

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

Place: Stockholm

Date: _____~~March 2017~~_____

KVALITENA AB (PUBL)

as Issuer

Name:

Name:

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

Place: Stockholm

Date: _____~~March 2017~~_____

NORDIC TRUSTEE & AGENCY AB (PUBL)

as Agent

Name:

Name: