

NOTICE TO A WRITTEN PROCEDURE

Denna kallelse till obligationsinnehavarna är endast utformad på engelska.

Stockholm, 1 March 2024

To the bondholders in:

ISIN: SE0015530712 – HLRE Holding Oyj up to SEK 400,000,000 Senior Secured Bonds 2021/2024 (the "Bonds")

NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND CERTAIN PROVISIONS IN THE TERMS AND CONDITIONS OF THE BONDS AND THE INTERCREDITOR AGREEMENT

This voting request for procedure in writing will be sent by regular mail on 1 March 2024 to holders of the Bonds directly registered in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden AB (the "CSD"). This voting request has also been published on the websites of the Issuer and the Agent (as defined below), in accordance with the terms and conditions of the Bonds (the "Terms and Conditions"). If you are an authorised nominee under the Swedish Financial Instruments Accounts 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. For further information, please see below under Clause 4.3 (*Voting rights and authorisation*).

Key information:

Record Date for being eligible to vote:	4 March 2024
Deadline for voting:	15:00 CET 22 March 2024
Quorum requirement:	At least fifty (50) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least sixty six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount

Nordic Trustee & Agency AB (publ) in its capacity as agent (the "**Agent**") for the holders of the Bonds (the "**Bondholders**") in the above mentioned bond issue with ISIN: SE0015530712 issued by HLRE Holding Oyj (previously HLRE Holding Oy) (the "**Issuer**" and together with its direct and indirect subsidiaries, the "**Group**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Bondholders can vote for or against the Issuer's request to amend the Terms and Conditions of the Bonds and the Intercreditor Agreement (as defined in the Terms and Conditions).

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.

Bondholders participate 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**"), if the Bonds are held in custody other than by the CSD, to the Agent. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

The Agent must **receive the Voting Form no later than 15:00 CET on 22 March 2024** either by mail, courier or email to the Agent using the contact details set out in Clause 4.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 4 March 2024 (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 Bonds.

Disclaimer: *The Request (as defined below) is presented to the Bondholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Request (and its effects, should it be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and its effects, should it be adopted). All Bondholders are encouraged to review the investor presentation taken as Schedule 5 (Investor Presentation) hereto before participating in the Written Procedure. The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.*

1. Background

As described in the notice of written procedure dated 30 January 2024, the Group started to face challenges during 2023 with decreasing demand stemming from *inter alia* low consumer sentiment and decreasing household disposable income, driven by *inter alia* increasing interest rates and inflation. To adapt to the new market situation, the Group initiated a streamlining programme, expected to generate cost savings and working capital improvements. However, due to the short time frame until the maturity of the outstanding bonds, being 12 February 2024 at that time (the "**Original Maturity Date**"), and the financial performance of the Group, a refinancing was deemed challenging. Please see Schedule 5 (*Investor Presentation*) for additional information.

Thus, the Group initiated discussions with the largest holder of the Group's outstanding bonds, representing approximately 66.7% of the votes (the "**Majority Holder**"), to explore the possibility of amending certain provisions of the Terms and Conditions, including *inter alia* a maturity extension. This was also announced by the Group in the quarterly report for the third quarter in 2023 (August – October).

The negotiations between the Group and the Majority Holder were successfully concluded and the parties reached an agreement on certain amendments to the Terms and Conditions. However, as there were certain practical aspects and details still to be resolved, and the maturity of the outstanding bonds was approaching, on 30 January 2024, the Group requested the bondholders to i.a. extend the maturity by one month in order to provide time to finalize the updated documentation, as described in the notice of written procedure dated 30 January 2024. The Original Maturity Date was subsequently extended to 12 March 2024.

The Group and the Majority Holder have now resolved the outstanding items and agreed on the finalized documentation. In order to implement the agreed amendments, the Group hereby asks the Bondholders to approve the amendments to the Terms and Conditions and the Intercreditor Agreement as described in Clause 2 (*Amendments of the Terms and Conditions and the Intercreditor Agreement*) below and as set out in full in Schedule 3 (*Changes to the Terms and Conditions*) and Schedule 4 (*Changes to the Intercreditor Agreement*).

2. Amendments of the Terms and Conditions and the Intercreditor Agreement

The Issuer requests (the "**Request**") that the Terms and Conditions are amended as described below:

- (i) an extension of the Final Maturity Date so that the new Final Maturity Date shall be 12 February 2027;

- (ii) a consent fee in the amount of 1.50 per cent. of the nominal amount which will be paid in connection with redemption of Bonds;
- (iii) inclusion of a minimum liquidity covenant in the Maintenance Covenants, which shall be at least EUR 2,000,000;
- (iv) amending the testing, and the level, of Leverage Ratio for the Maintenance Covenants;
- (v) an increase of the Floating Rate Margin to 7.85 per cent. per annum from (but excluding) 12 February 2024 of which up to 30 per cent. may be deferred at the option of the Issuer, subject to the period of postponement of payment of interest described in paragraph (vi) below;
- (vi) postponement of the payment of the Floating Rate Margin (but, for the avoidance of doubt, not STIBOR) otherwise payable on the Interest Payment Dates falling on 12 February 2024 to, and including, the Interest Payment Date falling on 12 May 2025, and which will be subordinated to certain convertible shareholder loans;
- (vii) an amendment of the call structure and the premium payable upon redemption from and including the Original Maturity Date to, but excluding, the new extended Final Maturity Date;
- (viii) an increase of the redemption price, being 104.00 per cent., on the new Final Maturity Date;
- (ix) no dividends may be paid during the remainder of the tenor;
- (x) the possibility for the Group to dispose of the Orimattila property and the Lieto property provided that the net proceeds from the disposal of the Orimattila property shall be applied towards repurchase and/or partial redemption of Bonds; and
- (xi) the possibility for the Issuer to make voluntary partial redemptions; and

that the Intercreditor Agreement is amended as described below:

- (i) amendment to the ranking of debt and the waterfall provisions so that the subordinated interest shall be subordinated to the principal of certain shareholder loans; and
- (ii) certain other amendments of technical nature to facilitate the above.

For complete disclosure of the content of the amendments, each Bondholder is referred to the Terms and Conditions as detailed in the mark-up set out in Schedule 3 (*Changes to the Terms and Conditions*) and to the Intercreditor Agreement as detailed in the mark-up set out in Schedule 4 (*Changes to the Intercreditor Agreement*) (the "**Amendments**").

If the Request is approved in the Written Procedure, the Bondholders give the Agent the power to enter into all agreements and take all actions that the Agent deems necessary in

order to implement the Amendments (including any additional technical and/or administrative changes needed to the Terms and Conditions and the Intercreditor Agreement), including an amendment and restatement agreement. The Agent and the Issuer may agree to technical amendments due to the CSD.

3. Condition

- (i) The consent to the Request will become effective on the date (the "**Effective Date**") that the Agent is satisfied that it has received the following documents or evidence:
 - (A) constitutional documents of the Issuer and each company that has provided Transaction Security and the Guarantees;
 - (B) resolutions by the board of directors of the Issuer and each company that has provided Transaction Security and the Guarantees approving the transactions contemplated by the Request;
 - (C) confirmations that the Guarantees and the Transaction Security extend to and cover the extended obligations and liabilities from each relevant company;
 - (D) legal opinions on the capacity, validity and enforceability of the amendment and restatement agreement(s) relating to the amendments to the Terms and Conditions and the Intercreditor Agreement, issued by reputable law firms; and
 - (E) evidence that the EUR 3,000,000 First Amendment Shareholder Loan (as defined in the amended Terms and Conditions) has been granted by the relevant shareholders and received for the disposition of the Issuer and the Group.
- (ii) The consent to the Request will lapse if the Effective Date has not occurred on or before 11 March 2024.

4. Written Procedure

The following instructions need to be adhered to under the Written Procedure.

4.1 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 (CET), 22 March 2024. Votes received thereafter may be disregarded.

4.2 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 Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired. The Issuer and the Agent shall, in order to implement and effectuate the amendments, enter into amended and restated Terms and Conditions and the Intercreditor Agreement (and amendment and restatement agreement(s), as necessary).

Information about the decision taken under the Written Procedure will: (i) be sent by notice to the Bondholders 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 Bondholders, irrespective of them responding in the Written Procedure.

4.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (4 March 2024) in the debt register:

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

4.4 Bonds registered with a nominee

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

- (i) You can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you.
- (ii) You can obtain a power of attorney as set out in Schedule 2 (*Power of Attorney/Authorisation*) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as bondholder of the Securities Account, or from each intermediary in the chain of bondholders, starting with the intermediary that is registered in the debt register as a Bondholder 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 Bonds 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 Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

4.5 Quorum

To approve the Request, Bondholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must reply to the Request 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.

4.6 Majority

At least sixty six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Request.

4.7 Address for sending replies

Return the voting form as set out in Schedule 1 (*Voting Form*), and, if applicable, the power of attorney as set out in Schedule 2 (*Power of Attorney/Authorisation*) or other sufficient evidence, if the Bonds are held in custody other than the CSD, by regular mail, scanned copy by email, or by courier to:

By regular mail:

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

By courier:

Nordic Trustee & Agency AB
Attn: Written Procedure HLRE Holding Oyj
Norrandsgatan 23
111 43 Stockholm

By email:

E-mail: voting.sweden@nordictrustee.com

5. FURTHER INFORMATION

For further questions to the Issuer, regarding the Request, please contact Jari Raudanpää, CFO, jari.raudanpaa@vesivek.fi or +358 (0)40 566 6399.

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, 1 March 2024

NORDIC TRUSTEE & AGENCY AB (PUBL)
as Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation
Schedule 3	Changes to the Terms and Conditions
Schedule 4	Changes to the Intercreditor Agreement
Schedule 5	Investor Presentation

VOTING FORM

Schedule 1

For the Written Procedure in HLRE Holding Oyj's up to SEK 400,000,000 Senior Secured Floating Rate Bonds 2021/2024 with ISIN: SE0015530712.

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

NOTE: If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

For the Request

Against the Request

Name of the Voting Person: _____

Capacity of the Voting Person: Bondholder: 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 Bondholder or other proof of authorisation showing the number of votes held on the Record Date.

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

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the Written Procedure in HLRE Holding Oyj's up to SEK 400,000,000 Senior Secured Floating Rate Bonds 2021/2024 with ISIN: SE0015530712.

NOTE: This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Bondholder. 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 Bondholder.

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 Bondholder 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 Bondholder on the Securities Account

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

Place, date: _____

Name:

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

CHANGES TO THE TERMS AND CONDITIONS

Schedule 3

Insertions are shown as underlined text in blue and deletions are shown as strikethrough text in red



Terms and Conditions

HLRE Holding Oyj

Up to SEK 400,000,000

Senior Secured Floating Rate Bonds

ISIN: SE0015530712

originally dated 9 February 2021 ~~and~~, as amended and restated on 5 February 2024 and as further amended and restated on [**] 2024

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

PRIVACY NOTICE

The Issuer, the Security Agent, the Issuing Agent and 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 the Finance Documents (name, contact details and, when relevant, holding of Bonds). The personal data relating to the Bondholders is primarily collected from the registry kept by the CSD. The personal data relating to other persons is primarily collected directly from such persons.

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

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

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

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

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

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1. Definitions and Construction

1.1 Definitions

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

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

"**Accounting Principles**" means the generally accepted accounting principles, standards and practices in Finland as applied by the Issuer in preparing its annual consolidated financial statements.

"**Acquisition**" means the acquisition of Salaojakympit Oy by the Issuer or any of its Subsidiaries.

"**Additional Guarantor**" means each Group Company that has acceded to the Guarantee and Adherence Agreement pursuant to Clause 13.13 (*Additional Guarantors*).

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

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

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

"**Agency Agreement**" means the agency agreement entered into on or prior to 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), reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden or another party replacing it, as Agent, in accordance with these Terms and Conditions.

"**Bond**" means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act

and which are governed by and issued under these Terms and Conditions, including the Initial Bonds and any Subsequent Bonds.

"Bond Issue" means the Initial Bond Issue and any Subsequent Bond Issue.

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

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

~~"Bond Issue" means the Initial Bond Issue and any Subsequent Bond Issue.~~

"Bonds Refinancing Debt" means any Financial Indebtedness incurred by the Issuer for the purpose of refinancing the Bonds.

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

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

"**Call Option Amount**" mean the amount set out in Clause 9.3 (*Voluntary total redemption (call option)*), as applicable.

"Cash and Cash Equivalents" means, at any time, (i) cash in hand held by the Group or with a reputable bank credited to an account in the name of the Issuer or another Group Company and in each case to which the Issuer or a Group Company is sole beneficially and legally entitled and which is immediately available to be applied in repayment or prepayment of the Bonds or payment of interest (for the avoidance of doubt, not including e.g. any cash subject to a pledge or similar arrangement (excluding the Issuer's and any Group Company's account bank's customary right to set-off) or any amount standing on client accounts) and (ii) short-term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value held by the Issuer or a Group Company.

"Cash Interest Margin" means the cash component of the Floating Rate Margin set in the discretion of the Issuer, however being a minimum of seventy (70) per cent.

"**Change of Control Event**" means the occurrence of an event or series of events whereby one or more Persons, not being the Main Shareholders (or an Affiliate of the Main Shareholders), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the voting shares of the Issuer, or (b) the right to, directly or

indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

"Compliance Certificate" means a certificate to the Agent, in the agreed form between the Agent and the Issuer, signed by the CFO, the CEO or an authorised signatory of the Issuer, certifying (as applicable):

- (a) that so far as it is aware no Event of Default is continuing or, if it is aware that an Event of Default is continuing, specifying the event and steps, if any, being taken to remedy it;
- (b) if the Compliance Certificate is provided in connection with an Incurrence Test, that the relevant Incurrence Test is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated);
- (c) if the Compliance Certificate is provided in connection with that a Financial Report is made available, that the Maintenance ~~Covenant is~~ Covenants are met (including figures in respect of the relevant financial tests and the basis on which they have been calculated; and
- (d) if the Compliance Certificate is provided in connection with that audited annual financial statements are made available, the Material Group Companies, confirmation of the Guarantor Coverage and details of any existing Material Intra-Group Loan.

"Consent Fee" means a consent fee in an amount equal to 1.50 per cent. of the Nominal Amount which will be paid to the Bondholders in connection with any redemption of Bonds and calculated based on the Nominal Amount so redeemed, to such persons that are Bondholders at that point in time.

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

"CSD Business Day" means a day on which the CSD's book-entry securities system is open in accordance with the regulations of the CSD.

~~"Dividend Incurrence Test" means the dividend incurrence test set out in Clause 12.4(b).~~

"Deferred Interest Margin" means the portion of the Floating Rate Margin which may be deferred in accordance with paragraph (e) of Clause 8 (Interest).

"Disbursement Date" means the date of disbursement of the Net Proceeds from the Initial Bond Issue from the Proceeds Account pursuant to Clause 4(d).

"Divestment Proceeds" means the cash proceeds received as part of the purchase price in connection with the divestment of the Orimattila Property and the Lieto Property.

"Divestment Net Proceeds" means Divestment Proceeds less the amount of debt attributable to the relevant property to be repaid in connection with the relevant divestment including any break costs, fees, premiums, penalties and similar, taxes relating to the relevant divestment and transaction costs relating to the relevant divestment.

"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 member of the Group;
- (b) before deducting any Net Finance Charges;
- (c) before taking into account any extraordinary items which are not in line with the ordinary course of business provided that such items are not in excess of an amount equal to ten (10.00) per cent. of EBITDA in the Reference Period;
- (d) before taking into account any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;
- (e) not including any accrued interest owing to any Group Company;
- (f) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (g) 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;
- (h) 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;
- (i) plus or minus the Group's share of the profits or losses of entities which are not part of the Group; and
- (j) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.

"EUR" means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

"Event of Default" means an event or circumstance specified in any of the Clauses 14.1 (*Non-Payment*) to and including Clause 14.10 (*Continuation of the Business*).

"Final Maturity Date" means 12 ~~March 2024~~ February 2027.

"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 member of the Group according to the latest Financial Reports (calculated on a consolidated basis) other than Transaction Costs, any interest in respect of any loan owing to any member of the Group or capitalised interest in respect of any Shareholder Debt 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:

- (a) these Terms and Conditions;
- (b) the Agency Agreement;
- (c) the Proceeds Account Pledge Agreement;
- (d) the Security Documents;
- (e) the Guarantee and Adherence Agreement;
- ~~(f) the Sponsor Equity Guarantee Agreement;~~
- (f) ~~(g)~~ the Intercreditor ~~Agreement~~Agreement; and
- (g) ~~(h)~~ any other document designated by the Issuer and the Agent or the Security Agent as a Finance Document.

"Finance Leases" means any finance leases, to the extent the arrangement is or would have been treated as a finance or a capital lease in accordance with the Accounting Principles applicable on the First Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability), and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles as applicable on the First Issue Date shall not, regardless of any subsequent changes or amendments of the Accounting Principles, be considered as a finance 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 Leases;
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the

value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);

- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above paragraphs (a)-(f).

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

"Financial Report" means the Group's annual audited financial statements or quarterly interim unaudited reports, which shall be prepared and made available according to Clauses 11.1(a)(i) and 11.1(a)(ii).

"First Amendment and Restatement Agreement" means the amendment and restatement agreement in relation to these Terms and Conditions between the Issuer and the Agent, dated ~~[**]~~ 2024.

"First Amendment Shareholder Loan" means one or more convertible shareholder loans in the total principal amount of EUR 3,000,000 from the shareholders granted in connection with the First Amendment and Restatement Agreement to the Issuer.

"First Effective Date" means the date when the Agent confirms that the conditions precedent pursuant to the First Amendment and Restatement Agreement have been satisfied (or waived).

"First Issue Date" means 12 February 2021.

"Floating Rate Margin" means ~~6.60 per cent. per annum.~~

(a) from the First Effective Date to, and including, 12 February 2024, 6.60 per cent. per annum; and

(b) from, but excluding, 12 February 2024, the aggregate of the Cash Interest Margin and the Deferred Interest Margin, being a total margin of 7.85 per cent. per annum.

"Force Majeure Event" has the meaning set forth in Clause 26(a).

"Group" means the Issuer and each of its Subsidiaries from time to time and **"Group Company"** means any of them.

"Guarantee and Adherence Agreement" means the guarantee and adherence agreement pursuant to which the Guarantors shall, amongst other, (i) guarantee all amounts outstanding under the Senior Finance Documents, including but not limited to the Bonds, plus accrued interests and expenses, (ii) agree to subordinate all

subrogation claims, and (iii) undertake to adhere to the terms of the Senior Finance Documents.

"**Guarantees**" means the guarantees provided by the Guarantors under the Guarantee and Adherence Agreement.

"**Guarantors**" means each Original Guarantor and each Additional Guarantor.

"**Hedging Agreement**" shall have the meaning given thereto in the Intercreditor Agreement.

"**Hedging Obligations**" shall have the meaning given thereto in the Intercreditor Agreement.

"**Incurrence Test**" means the incurrence test set out in Clause ~~12.4(a)~~12.3 (Incurrence Test).

~~"**Incurrence Tests**" means the Incurrence Test and the Dividend Incurrence Test or one of these tests as the context permits.~~

"**Initial Bond Issue**" means the issuance of the Initial Bonds.

"**Initial Bonds**" means the Bonds issued on the First Issue Date.

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

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

"**Intercreditor Agreement**" means the intercreditor agreement entered into between, amongst other, the Issuer, the super senior RCF creditors under the Super Senior RCF, the facility agent under the Super Senior RCF, certain hedging counterparties, the shareholders in respect of any Shareholder Debt and any provider of New Debt (as defined therein) and the Agent (representing the Bondholders) and the Security Agent.

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

"**Interest Payment Date**" means 12 February, 12 May, 12 August and 12 November each year. The first Interest Payment Date shall be 12 May 2021. The last Interest Payment Date shall be the Final Maturity Date (or such earlier date on which the Bonds are redeemed in full). To the extent any of the above dates is not a CSD

Business Day, the CSD Business Day following from an application of the Business Day Convention.

"**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 STIBOR (three (3) months) plus the Floating Rate Margin.

"**Issuer**" means HLRE Holding Oy Oyj, a limited liability company incorporated in Finland with reg. no. 2611405-7.

"**Issuing Agent**" means Pareto Securities AB, 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 EBITDA.

"**Lieto Property**" means [the real estate property with property no. 423-428-13-1 located in Lieto, Finland and owned by Vesivek Oy, referred to in paragraph \(I\) of the definition Transaction Security.](#)

"**Main Shareholders**" means Sentica Buyout IV Ky and Sentica Buyout IV Co-Investment Ky, acting separately or jointly, or an Affiliate thereof.

"**Maintenance ~~Covenant~~Covenants**" means the maintenance ~~covenant~~[covenants](#) set out in Clause 12.1 (*Maintenance Covenants*).

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

"**Material Adverse Effect**" means a material adverse effect on:

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

"**Material Group Company**" means the Issuer, any Guarantor and any other Group Company with earnings before interest, tax, depreciation and amortisation calculated on the same basis as EBITDA representing five (5.00) per cent. or more of EBITDA, or which has assets representing five (5.00) per cent. or more of the total assets of the Group, calculated on a consolidated basis according to the latest annual audited consolidated financial statements of the Group.

"Material Intercompany Loan" means any intercompany loans provided by the Issuer to any of its Subsidiaries where:

- (a) the term of the intercompany loan is at least twelve (12) months (the term to be determined by the Issuer); and
- (b) the principal amount thereof is at least in an amount exceeding EUR 500,000.

"Minimum Liquidity" means the aggregate of (i) Cash and Cash Equivalents and (ii) any available but undrawn commitments under a Super Senior RCF.

"MTF" means any multilateral trading facility as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended.

"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 member of the Group and any interest income relating to cash or cash equivalent investment (and excluding any interest capitalised on Shareholder Debt).

"Net Interest Bearing Debt" means the aggregate interest bearing Financial Indebtedness less cash and cash equivalents of the Group in accordance with the Accounting Principles (for the avoidance of doubt, excluding any Bonds owned by the Issuer, guarantees, bank guarantees, Shareholder Debt, any claims subordinated pursuant to a subordination agreement on terms and conditions satisfactory to the Agent and interest bearing Financial Indebtedness borrowed from any Group Company).

"Net Proceeds" means the proceeds from a Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer to the Sole Bookrunner (if the Sole Bookrunner has requested that their fees and costs shall be deducted) and the Issuing Agent for the services provided in relation to the placement and issuance of the Bonds.

"Nominal Amount" ~~has the meaning set forth in Clause 2(c).~~ means in respect of each Bond the Initial Nominal Amount, less the aggregate amount by which that Bond has been redeemed in part pursuant to Clause 9.4 (Voluntary partial redemption (call option)).

"Obligors" means the Issuer and each Guarantor.

"Original Guarantors" means HLRE Group Oy, a limited liability company incorporated in Finland with business ID 2607255-5, Vesivek Oy, a limited liability company incorporated in Finland with business ID 0951383-0, Nesco Oy, a limited liability company incorporated in Finland with business ID 0432656-9 and Vesivek Sverige AB, a limited liability company incorporated in Sweden with reg. no. 559043-6118.

"Original Maturity Date" means 12 February 2024.

"Orimattila Property" means the real estate property with property no. 560-418-9-942 located in Orimattila, Finland and owned by Vesivek Tuotteet Oy (previously Nesco Oy) referred to in paragraph (k) of the definition Transaction Security.

"Permitted Debt" means any Financial Indebtedness:

- (a) incurred under the Bonds (other than Subsequent Bonds);
- (b) incurred under a Super Senior RCF in an amount not exceeding the Super Senior Headroom as defined in the Intercreditor Agreement;
- (c) arising under a foreign exchange transaction or a commodity transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions and/or any Super Senior RCF, but not any transaction for investment or speculative purposes;
- (d) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions and/or the Super Senior RCF, but not any transaction for investment or speculative purposes;
- (e) incurred under the Refinancing Debt until the Disbursement Date;
- (f) of the Group incurred pursuant to any Finance Leases incurred in the ordinary course of the Group's business and relating to real estate;
- (g) incurred pursuant to any Finance Leases entered into in the ordinary course of the Group's business and relating to equipment, in a maximum aggregate amount not exceeding the higher of (i) EUR 7,000,000 or (ii) sixty (60.00) per cent. of EBITDA;
- (h) incurred by a Group Company from another Group Company (including any cash pool arrangements);
- (i) incurred under any Shareholder Debt;
- (j) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested *pro forma* including such incurrence, and:
 - (i) is incurred as a result of a Subsequent Bond Issue; or
 - (ii) ranks *pari passu* with the obligations of the Issuer under the Finance Documents and has a final maturity date or, when applicable, early redemption dates or instalment dates which occur on or after the Final Maturity Date; or
 - (iii) is subordinated to the obligations of the Issuer under the Finance Documents and has a final maturity date or, when applicable, early

redemption dates or instalment dates which occur after the Final Maturity Date;

- (k) incurred under Advance Purchase Agreements;
- (l) incurred under any pension liabilities;
- (m) arising under any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability in the ordinary course of business of a Group Company;
- (n) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, *inter alia*, the redemption of the Bonds; and
- (o) not covered under paragraphs (a)-(n) above in an aggregate maximum amount of EUR 1,000,000.

"Permitted Security" means any Security:

- (a) provided under the Finance Documents and otherwise permitted pursuant to the Intercreditor Agreement;
- (b) provided for any foreign exchange transaction or commodity transaction, permitted under paragraph (c) of the definition of "Permitted Debt";
- (a) under the Refinancing Debt, up until the Disbursement Date;
- (b) provided in relation to any lease agreement entered into by a Group Company in the ordinary course of business and on normal commercial terms;
- (c) arising under any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements, including cash pool arrangements, for the purpose of netting debit and credit balances of Group Companies;
- (d) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or Security in respect of any monies borrowed or raised);
- (e) provided over bank accounts and/or proceeds pertaining to sold receivables with respect to factoring on a non-recourse basis;
- (f) provided for any letter of credit, guarantee or indemnity, permitted under paragraph (m) of the definition "Permitted Debt"; and

(g) provided for any interest rate hedging transactions permitted under paragraph (d) of the definition "Permitted Debt".

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

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

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

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

"Record Date" means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Bondholders is to be made under Clause 15 (*Distribution of Proceeds*), (iv) the date of a Bondholders' Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

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

"Reference Date" means 31 January, 30 April, 31 July and 31 October in each year for as long as any Bonds are outstanding.

"Reference Period" means each period of twelve (12) consecutive calendar months.

"Refinancing Debt" means the existing senior loan in an aggregated amount of approximately EUR 24,600,000 granted by Danske Bank A/S, Finland Branch.

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

"Restricted Payment" has the meaning set forth in Clause 13.2(a).

"Secured Obligations" shall have the meaning given to such term in the Intercreditor Agreement.

"Secured Parties" shall have the meaning given to such term in the Intercreditor Agreement.

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

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

"**Security Agent**" means the security agent, appointed by the Secured Parties pursuant to the Intercreditor Agreement, holding the Transaction Security on behalf of the Secured Parties, being Nordic Trustee & Agency AB (publ), reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden on the First Issue Date.

"**Security Documents**" means the security documents pursuant to which the Transaction Security is created and any other document designated as a Security Document by the Issuer and the Security Agent.

"**Senior Finance Documents**" shall have the meaning given to the term in the Intercreditor Agreement.

"**Shareholder Debt**" means any shareholder loan made to the Issuer as debtor, if such loan:

- (a) (i) according to the Intercreditor Agreement or, (ii) other than shareholder loans from the Main Shareholder, according to the terms of such Shareholder Debt, is subordinated to the obligations of the Issuer under the Senior Finance Documents (to the satisfaction of the Agent);
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Maturity Date unless a Restricted Payment is permitted under the Finance Documents.

"**Sole Bookrunner**" means Pareto Securities AB.

~~"**Sponsor Equity Guarantee**" means the sponsor equity guarantee set out in Clause 12.3 (Sponsor Equity Guarantee).~~

~~"**Sponsor Equity Guarantee Agreement**" means the sponsor equity guarantee agreement entered into between, amongst other, the Issuer, the Agent and the Main Shareholder pursuant to which the Main Shareholder shall provide the Sponsor Equity Guarantee for any Restricted Payment following the First Issue Date.~~

"**STIBOR**" means:

- (a) the applicable percentage rate *per annum* of the Stockholm interbank offered rate for STIBOR fixing administered and calculated by the Swedish Financial

Benchmark Facility (or any other person which takes over the administration of that rate) and displayed on the appropriate Reuters screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or

- (b) if no rate 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 (0).

"Subordinated Deferred Interest" means the portion of the Interest Rate that is deferred in accordance with paragraph (f) of Clause 8 (Interest), and which will be subordinated pursuant to the Intercreditor Agreement to the First Amendment Shareholder Loan (however, not to any interest pertaining to the First Amendment Shareholder Loan), provided that once the First Amendment Shareholder Loan has been repaid in full, the Subordinated Deferred Interest shall be paid.

"Subsequent Bond Issue" has the meaning set forth in Clause 2(e).

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

"Subsidiary" means, in respect of which such Person, 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; or
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

"Super Senior Debt" has the meaning given thereto in the Intercreditor Agreement.

"Super Senior RCF" has the meaning given thereto in the Intercreditor Agreement.

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

"Target Company" means Salaojakympit Oy, a limited liability company incorporated in Finland with business ID 2801523-9 and each of its Subsidiaries from time to time.

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

"Transaction Costs" means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with (i) a Bond Issue, (ii) the Super Senior RCF and (iii) the refinancing of the Refinancing Debt.

"Transaction Security" means the Security provided for the Secured Obligations pursuant to the Security Documents, initially being:

- (a) a Finnish law governed pledge over all the shares in Vesivek Oy granted by HLRE Group Oy;
- (b) a Finnish law governed pledge over all the shares in Nesco Oy granted by Nesco Invest Oy;
- (c) a Finnish law governed pledge over all the shares in HLRE Group Oy granted by the Issuer;
- (d) a Swedish law governed pledge over all the shares owned by Vesivek Oy in Vesivek Sverige AB, being approximately 91 per cent. of the shares issued in Vesivek Sverige AB, granted by Vesivek Oy;
- (e) a Finnish law governed business mortgage over the assets in HLRE Group Oy in the amount of EUR 57,200,000, with best priority;
- (f) a Finnish law governed business mortgage over the assets in Vesivek Oy in the amount of EUR 57,200,000, with best priority;
- (g) a Finnish law governed business mortgage over the assets in Nesco Invest Oy in the amount of EUR 57,200,000, with best priority;
- (h) a Finnish law governed business mortgage over the assets in Nesco Oy in the amount of EUR 57,200,000, with best priority;
- (i) a Swedish law governed business mortgage over the assets in Vesivek Sverige AB in the amount of SEK 20,000,000, with best priority;
- (j) pledge over any current and future Material Intercompany Loans;
- (k) a Finnish law governed pledge over real estate mortgage certificates in the total amount of EUR 13,673,208.07 in respect of Orimattila production plant with property no. 560-418-9-942, granted by Nesco Oy; and
- (l) a Finnish law governed pledge over real estate mortgage certificates in the total amount of EUR 46,800,000 in respect of Lieto industrial hall with property no. 423-428-13-1, granted by Vesivek Oy.

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

1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
 - (i) "assets" includes present and future properties, revenues and rights of every description;
 - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
 - (iii) a "regulation" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (iv) an Event of Default is continuing if it has not been remedied or waived;
 - (v) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vi) a time of day is a reference to Stockholm time.
- (b) When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.
- (c) A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.
- (d) No delay or omission of the Agent, the Security 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.
- (e) The privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Bondholders and the Agent.

2. Status of the Bonds

- (a) The Bonds are denominated in Swedish Kronor and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.
- (b) By subscribing for Bonds, each 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.
- (c) The initial nominal amount of each Initial Bond is SEK 1,250,000 (the "**Initial Nominal Amount**"). The total nominal amount of the Initial Bonds is SEK 300,000,000. All Initial Bonds are issued on a fully paid basis at an issue price of ninety-nine (99.00) per cent. of the Nominal Amount.
- (d) The minimum permissible investment in a Bond Issue is SEK 1,250,000.
- (e) Provided that the Incurrence Test is met, the Issuer may, at one or several occasions, issue Subsequent Bonds (each such issue, a "**Subsequent Bond Issue**"). Subsequent Bonds shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount and the Final Maturity Date applicable to the Initial Bonds shall apply to Subsequent Bonds. The price of the Subsequent Bonds may be set at a discount or at a premium compared to the Nominal Amount. The maximum total nominal amount of the Bonds (the Initial Bonds and all Subsequent Bonds) may not exceed SEK 400,000,000 unless a consent from the Bondholders is obtained in accordance with Clause 16(e)(i). Each Subsequent Bond shall entitle its holder to Interest in accordance with Clause 8(a), and otherwise have the same rights as the Initial Bonds.
- (f) The Bonds constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) without any preference among them and (ii) at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except (A) those obligations which are mandatorily preferred by law and (B) the super senior ranking of the Super Senior Debt in accordance with the Intercreditor Agreement.
- (g) The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- (h) 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.

3. Use of Proceeds

- (a) The proceeds from the Initial Bond Issue shall be used to:
 - (i) refinance the Refinancing Debt and finance the purchase of leased assets;
 - (ii) finance the Acquisition;
 - (iii) finance Transaction Costs; and
 - (iv) finance general corporate purposes, including acquisitions and investments.
- (b) The proceeds from any Subsequent Bond Issue shall be used to finance general corporate purposes, including acquisitions and investments.

4. Conditions Precedent

- (a) The payment of the Net Proceeds from the Initial Bond Issue to the Proceeds Account is subject to the Agent having received documents and evidence of the Proceeds Account Pledge Agreement being duly executed and perfected.
- (b) The Issuer shall provide, or procure the provision of, to the satisfaction of the Agent:
 - (i) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for the Issuer and each other party to a Finance Document (other than the Agent), together constituting evidence that the Finance Documents have been duly executed;
 - (ii) copies of the Finance Documents, duly executed;
 - (iii) evidence that any Financial Indebtedness and/or existing Security not constituting Permitted Debt or Permitted Security, as applicable, incurred or granted by or over any Group Company has been or will simultaneously be repaid or released, as applicable, on or prior to the Disbursement Date;
 - (iv) evidence by way of a release letter that the security existing in favour of the Refinancing Debt will be released and discharged upon repayment of the Refinancing Debt;
 - (v) evidence that the Transaction Security either has been or will be perfected in accordance with the terms of the Finance Documents;
 - (vi) an agreed form Compliance Certificate;

- (vii) legal opinion(s) on the capacity and due execution, in respect of any non-Finnish and non-Swedish entity being party to a Finance Document issued by a reputable law firm; and
 - (viii) legal opinion(s) on the validity and enforceability of any Finance Document not governed by Finnish or Swedish law issued by a reputable law firm.
- (c) The Agent may assume that the documentation and evidence delivered to it pursuant to Clause 4(b) is 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. The Agent does not have any obligation to review the documentation and evidence referred to in Clause 4(b) above from a legal or commercial perspective of the Bondholders.
 - (d) When the conditions precedent for disbursement set out in Clause 4(b) have been received to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the bank (with which the Issuer holds the Proceeds Account) to transfer the funds from the Proceeds Account for the purpose set out in Clause 3 (*Use of Proceeds*), and the Agent shall thereafter or in connection therewith release the pledge over the Proceeds Account.
 - (e) If the conditions precedent for disbursement set out in Clause 4(b) have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Bonds at a price equal to one hundred (100.00) per cent. of the Nominal Amount together with any accrued Interest. Any funds distributed by the Agent to the Bondholders in accordance with the Proceeds Account Pledge Agreement shall be deemed to be paid by the Issuer for the redemption under this Clause 4(e). Any shortfall shall be covered by the Issuer. The repurchase date shall fall no later than thirty (30) Business Days after the ending of the sixty (60) Business Days period referred to above.

5. Bonds in Book-Entry Form

- (a) The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator.
- (b) Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*Sw. föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- (c) 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.

- (d) 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.
- (e) 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.

6. Right to Act on Behalf of a Bondholder

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

7. Payments in Respect of the Bonds

- (a) Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bonds, shall be made to such Person who is registered as a Bondholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other Person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- (b) If a Bondholder has registered, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Bondholders on the

relevant Record Date as soon as possible after such obstacle has been removed.

- (c) If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue without any default interest in accordance with Clause 8(d) during such postponement.
- (d) If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount.
- (e) The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

8. Interest

- (a) Each Initial Bond carries Interest at the Interest Rate from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate from (but excluding) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- (b) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- (c) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- (d) ~~Subject to paragraph (e) below, if~~ the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2.00) per cent. higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.
- (e) Starting with the Interest payable on the Interest Payment Date falling on 12 August 2025, the Issuer may, in its sole discretion with no less than fifteen (15) Business Days' notice to the Bondholders and the Agent, decide to defer up to 30 per cent. of the Floating Rate Margin with the effect that such deferred Interest shall be paid upon redemption of the Bonds as further set out in Clause 9 (Redemption and Repurchase of the Bonds).
- (f) ~~(e)~~ Notwithstanding anything to the contrary herein, ~~only STIBOR will be payable on~~ from (and including) the Interest Payment Date falling on 12

February 2024 ~~to (and, for the avoidance of doubt, not including)~~ the Interest Payment Date falling on 12 May 2025, only the applicable STIBOR will be payable and the Floating Rate Margin which shall be postponed and paid on the Final Maturity Date deferred.

- (g) The Subordinated Deferred Interest shall be paid by the Issuer without undue delay but in any case within fifteen (15) Business Days following the earlier of:
- (i) the repayment in full of the First Amendment Shareholder Loan;
 - (ii) the relevant Main Shareholders, shareholders or any of their Affiliates have received:
 - (A) repayment in part of the First Amendment Shareholder Loan;
 - (B) sales proceeds in relation to a divestment of shares or other interests in any Group Company; and/or
 - (C) dividends or other transfers of value (or similar) from any Group Company,

in an aggregate amount of EUR 3,000,000; and
 - (iii) the Final Maturity Date, subject to either limb (i) or (ii) above being fulfilled.

9. Redemption and Repurchase of the Bonds

9.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to one hundred and four (104.00) per cent. of the Nominal Amount together with any accrued Deferred Interest Margin, any accrued but unpaid Interest and the Consent Fee and, to the extent the First Amendment Shareholder Loan is or has been repaid directly or indirectly in any way described in Clauses 8(g)(i) and 8(g)(ii) above, the accrued Subordinated Deferred Interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the first following CSD Business Day.

9.2 Issuer's purchase of Bonds

The Issuer may, subject to applicable law, at any time and at any price purchase Bonds on the market or in any other way. The Bonds held by the Issuer may at the Issuer's discretion be retained or sold but not cancelled.

9.3 Voluntary total redemption (call option)

- (a) The Issuer may redeem all, but not only some, of the outstanding Bonds in full on any CSD Business Day:

- (i) any time from and including the First Issue Date to, but excluding, the first CSD Business Day falling eighteen (18) months after the First Issue Date at an amount per Bond equal to one hundred and three point thirty (103.30) per cent. of the Nominal Amount plus the remaining interest payments, calculated in accordance with Clause 9.3(c), up to, but excluding, the first CSD Business Day falling eighteen (18) months after the First Issue Date, together with accrued but unpaid Interest;
- (ii) any time from and including the first CSD Business Day falling eighteen (18) months after the First Issue Date to, but excluding, the first CSD Business Day falling twenty-four (24) months after the First Issue Date at an amount per Bond equal to one hundred and three point thirty (103.30) per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (iii) any time from and including the first CSD Business Day falling twenty-four (24) months after the First Issue Date to, but excluding, the first CSD Business Day falling twenty-seven (27) months after the First Issue Date at an amount per Bond equal to one hundred and two point thirty-one (102.31) per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (iv) any time from and including the first CSD Business Day falling twenty-seven (27) months after the First Issue Date to, but excluding, the first CSD Business Day falling thirty (30) months after the First Issue Date at an amount per Bond equal to one hundred and one point sixty-five (101.65) per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (v) any time from and including the first CSD Business Day falling thirty (30) months after the First Issue Date to, but excluding, the first CSD Business Day falling thirty-three (33) months after the First Issue Date at an amount per Bond equal to one hundred point ninety-nine (100.99) per cent. of the Nominal Amount, together with accrued but unpaid Interest; ~~and~~
- (vi) any time from and including the first CSD Business Day falling thirty-three (33) months after the First Issue Date to, but excluding, the ~~Final Maturity~~ first CSD Business Day falling forty-eight (48) months after the First Issue Date at an amount per Bond equal to one hundred ~~point sixty-six (100.66)~~ (100.00) per cent. of the Nominal Amount, together with accrued but unpaid and capitalised Interest and the Consent Fee;
- (vii) any time from and including the first CSD Business Day falling forty-eight (48) months after the First Issue Date to, but excluding, the first CSD Business Day falling fifty-four (54) months after the First Issue Date at an amount per Bond equal to one hundred and one (101.00) per cent. of the aggregate of (A) the Nominal Amount and (B) any

accrued Deferred Interest Margin, together with accrued but unpaid Interest and the Consent Fee;

(viii) any time from and including the first CSD Business Day falling fifty-four (54) months after the First Issue Date to, but excluding, the first CSD Business Day falling sixty (60) months after the First Issue Date at an amount per Bond equal to one hundred and two (102.00) per cent. of the aggregate of (A) the Nominal Amount and (B) any accrued Deferred Interest Margin, together with accrued but unpaid Interest and the Consent Fee; and

(ix) any time from and including the first CSD Business Day falling sixty (60) months after the First Issue Date to, but excluding, the Final Maturity Date at an amount per Bond equal to one hundred and three (103.00) per cent. of the aggregate of (A) the Nominal Amount and (B) any accrued Deferred Interest Margin, together with accrued but unpaid Interest and the Consent Fee.

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

(c) For the purpose of calculating the remaining interest payments pursuant to Clause 9.3(a)(i) it shall be assumed that the Interest Rate for the period from the relevant record date to the first CSD Business Day falling eighteen (18) months after the First Issue Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Bondholders. The relevant record date shall be agreed upon between the Issuer, the CSD and the Agent in connection with such repayment.

(d) Any redemption shall, to the extent the First Amendment Shareholder Loan is or has been repaid directly or indirectly in any way described in Clauses 8(g)(i) and 8(g)(ii) above, be made together with payment of all accrued Subordinated Deferred Interest.

9.4 Voluntary partial redemption (call option)

(a) The Issuer may redeem the Bonds in part in a minimum aggregate amount of SEK 5,000,000 at each time. The repayment per Bond shall be equal the repaid percentage of the Nominal Amount and any accrued Deferred Interest Margin (if any) (rounded down to the nearest SEK 1.00) plus, as applicable considering when the repayment occurs, a premium on the repaid amount equal to the Call Option Amount for the relevant period. For the avoidance of doubt, the

Consent Fee shall be paid in connection with each partial redemption pursuant to this Clause 9.4.

- (b) Partial redemption in accordance with this Clause 9.4 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. The notice 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. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfillment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.

9.5 **9.4-Mandatory repurchase due to a Change of Control Event (put option)**

- (a) Upon the occurrence of a Change of Control Event each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to one hundred and one (101.00) per cent. of the aggregate of (A) the Nominal Amount and (B) any accrued Deferred Interest Margin, together with accrued but unpaid Interest, during a period of sixty (60) days following a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1(d) (after which time period such rights lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- (b) The notice from the Issuer pursuant to Clause 11.1(d) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 11.1(d). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause ~~9.4(a)~~9.5(a).
- (c) The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause ~~9.49.5~~9.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause ~~9.49.5~~9.5 by virtue of the conflict.
- (d) Any Bonds repurchased by the Issuer pursuant to this Clause ~~9.49.5~~9.5 may at the Issuer's discretion be retained or sold but not cancelled.

9.6 **Payment of deferred Interest**

- (a) In connection with any payment of Deferred Interest Margin, an amount shall be added to the amount payable as if Interest had accrued on such Deferred Interest Margin at the Interest Rate applicable at the relevant times from each

relevant date of deferral and that such Interest had been capitalised on each Interest Payment Date.

- (b) In connection with any payment of Subordinated Deferred Interest, an amount shall be added to the amount payable as if Interest had accrued on such Subordinated Deferred Interest at the Interest Rate applicable at the relevant times from each relevant date of deferral and that such Interest had been capitalised on each anniversary of the First Effective Date.

10. Transaction Security and Guarantees

- (a) Subject to the Intercreditor Agreement, as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer, the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement grants the Transaction Security and the Guarantees (as applicable) to the Secured Parties as represented by the Security Agent on the terms set out in the Security Documents and the Guarantee and Adherence Agreement (as applicable).
- (b) The Security Agent shall hold the Transaction Security and the Guarantees on behalf of the Secured Parties in accordance with the Security Documents, the Guarantee and Adherence Agreement and the Intercreditor Agreement (as applicable). The Issuer shall, and shall procure that the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement (as applicable) will, enter into the Security Documents and/or the Guarantee and Adherence Agreement (as applicable) and perfect the Transaction Security in accordance with the Security Documents.
- (c) Unless and until the Security Agent has received instructions to the contrary in accordance with the Intercreditor Agreement, the Security Agent shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders', the super senior RCF creditor's under the Super Senior RCF, the creditors' under any New Debt, the hedge counterparties' under the Hedging Agreement or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents and provided that such agreements or actions are not detrimental to the interest of the Bondholders.
- (d) The Agent shall be entitled to give instructions relating to the Transaction Security and the Guarantees to the Security Agent in accordance with the Intercreditor Agreement.
- (e) Notwithstanding anything to the contrary herein or in the other Finance Documents, the Security Agent shall be entitled to release the relevant

[Transaction Security in order to effectuate any disposal permitted pursuant to paragraph \(c\) of Clause 13.6 \(Disposal of Assets\).](#)

11. Information to Bondholders

11.1 Information from the Issuer

- (a) The Issuer shall make the following information available in the English language by publication on the website of the Group:
 - (i) as soon as the same become available, but in any event within four (4) months after the end of each financial year, the annual audited consolidated financial statements of the Group, 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;
 - (ii) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, the quarterly unaudited consolidated reports or the year-end report (Sw. *bokslutskommuniké*) (as applicable), 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, with the first Financial Report pursuant to this paragraph (ii) to be delivered in respect of the financial quarter ending on 31 January 2021; and
 - (iii) any other information required by the Swedish Securities Markets Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market or MTF on which the Bonds are admitted to trading.
- (b) When the Bonds have been listed on a Regulated Market:
 - (i) the information set out in Clause 11.1(a) shall also be made available by way of press release; and
 - (ii) the reports referred to in Clause 11.1(a)(i) and Clause 11.1(a)(ii) shall be prepared in accordance with IFRS.
- (c) When the financial statements and other information are made available to the Bondholders pursuant to Clause 11.1(a), the Issuer shall send copies of such financial statements and other information to the Agent.
- (d) The Issuer shall promptly notify the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control Event and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice. A notice regarding a Change of Control Event may be given in advance of the occurrence of a Change of Control Event, conditioned upon the occurrence of such Change of

Control Event, if a definitive agreement is in place providing for a Change of Control Event.

- (e) The Issuer shall promptly notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- (f) The Issuer shall submit a duly executed Compliance Certificate to the Agent:
 - (i) in connection with the testing of the Incurrence ~~Tests~~Test;
 - (ii) in connection with that a Financial Report is made available;
 - (iii) in connection with that the annual financial statements is made available; ~~and~~
 - (iv) in connection with the testing of the Maintenance Covenant pursuant to paragraph (b) of Clause 12.1 (Maintenance Covenants); and
 - (v) ~~(iv)~~ at the Agent's request, within twenty (20) days from such request.
- (g) The Agent may assume that any information provided by the Issuer in the Compliance Certificate delivered pursuant to paragraph (f) above is correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such information.
- (h) The Issuer is only obliged to inform the Agent according to this Clause 11.1 if informing the Agent would not conflict with any applicable laws or, when the Bonds are listed, the Issuer's registration contract with the Regulated Market. If such a conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall however be obliged to either seek approval from the Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 11.1.

11.2 Information from the Agent

- (a) Subject to applicable laws, regulations and the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 11.2(b), the Agent is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the 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.

- (b) If a committee representing the Bondholders' interests under the Finance Documents has been appointed by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Bondholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

11.3 Publication of Finance Documents

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

12. Financial Undertakings

12.1 Maintenance ~~Covenant~~Covenants

The Issuer shall ensure that ~~the Leverage Ratio is:~~

- (a) the Leverage Ratio is:
- (i) ~~(a)~~ equal to or less than 5.00:1 for the period from the First Issue Date to (and including) the date falling one (1) year after the First Issue Date;
- (ii) ~~(b)~~ equal to or less than 4.50:1 for the period from (but excluding) the date falling one (1) year after the First Issue Date to (and including) the date falling two (2) years after the First Issue Date; ~~and~~
- (iii) ~~(c)~~ equal to or less than 4.00:1 for the period from (but excluding) the date falling two (2) years after the First Issue Date to (and including) the Final Maturity Reference Date; ~~falling on 31 October 2023;~~
- (iv) equal to or less than 5.00:1 for the period from (and including) 1 August 2025 to (and including) 31 January 2026;
- (v) equal to or less than 4.50:1 for the period from (and including) 1 February 2026 to (and including) 31 July 2026; and

(vi) equal to or less than 4.00:1 for the period from (and including) 1 August 2026 to the Final Maturity Date.

(b) the Minimum Liquidity is at least EUR 2,000,000

12.2 Testing of the Maintenance ~~Covenant~~Covenants

(a) The Maintenance Covenant pursuant to paragraph (a) of Clause 12.1 (Maintenance Covenants) shall be calculated in accordance with the Accounting Principles applicable to the Issuer and tested by reference to each of the Financial Reports on each Reference Date with respect to the Reference Period ending on such Reference Date. The first test date shall be 31 July 2021.

~~12.3 Sponsor Equity Guarantee~~

~~(a) Any Restricted Payment (other than (i) loans granted in the ordinary course of business, (ii) loans granted to employees in an aggregate outstanding amount not exceeding EUR 250,000 or (iii) any Restricted Payment in accordance with Clause 13.2(b)(i) and/or Clause 13.2(b)(ii)) following the First Issue Date shall be covered by a Sponsor Equity Guarantee.~~

~~(b) If, in connection with the testing of the Maintenance Test the Leverage Ratio exceeds 2.25:1, the Main Shareholder shall within twenty (20) Business Days of the earlier of (i) a delivery of the relevant Compliance Certificate evidencing that breach and (ii) the date when such Compliance Certificate should have been delivered at the latest~~The Maintenance Covenant pursuant to paragraph (b) of Clause 12.1 (Maintenance Covenants) shall be calculated in accordance with the Terms and Conditions, inject equity into the Issuer in an amount corresponding to the lower of:Accounting Principles applicable to the Issuer and tested on the last day of each calendar month, and shall be evidenced by a Compliance Certificate to be delivered in accordance with paragraph (f)(iv) of Clause 11.1 (Information from the Issuer) within ten (10) Business Days from the end of each calendar month.

~~(i) the aggregate Restricted Payments (other than (i) loans granted in the ordinary course of business, (ii) loans granted to employees in an aggregate outstanding amount not exceeding EUR 250,000 or (iii) any Restricted Payment in accordance with Clause 13.2(b)(i) and/or Clause 13.2(b)(ii)) paid by the Issuer or any of its Subsidiaries to the Issuer's direct or indirect shareholders or equity investors following the First Issue Date; or~~

~~(ii) the amount required to attain a Leverage Ratio of equal to or less than 2.25:1 (tested pro forma).~~

~~(c) The calculation of the Leverage Ratio shall be adjusted so that the Net Interest Bearing Debt for the Reference Period is reduced with an amount equal to the amount injected in accordance with paragraph 12.3(b).~~

12.3 ~~12.4~~ Incurrence ~~Tests~~ Test

~~(a)~~ The Incurrence Test is met if:

(a) ~~(i)~~ the Leverage Ratio is:

(i) ~~(A)~~ equal to or less than 3.00:1 for the period from the First Issue Date to (and including) the date falling one (1) year after the First Issue Date;

(ii) ~~(B)~~ equal to or less than 2.75:1 for the period from (but excluding) the date falling one (1) year after the First Issue Date to (and including) the date falling two (2) years after the First Issue Date;

(iii) ~~(C)~~ equal to or less than 2.50:1 for the period from (but excluding) the date falling two (2) years after the First Issue Date to the Final ~~Redemption~~ Maturity Date; and

(b) ~~(ii)~~ no Event of Default is continuing or would occur upon the incurrence or payment.

~~(b) The Dividend Incurrence Test is met if:~~

~~(i) the Leverage Ratio is equal to or less than 2.25:1; and~~

~~(ii) no Event of Default is continuing or would occur upon the payment.~~

12.4 ~~12.5~~ Testing of the Incurrence ~~Tests~~ Test

The Leverage Ratio for purpose of the Incurrence ~~Tests~~ Test shall be calculated as follows:

- (a) the calculation shall be made as per a testing date determined by the Issuer, falling no more than three (3) months prior to the incurrence of the new Financial Indebtedness or the making of a Restricted Payment (as applicable); and
- (b) the amount of Net Interest Bearing Debt shall be measured on the relevant testing date so determined, but include any new Financial Indebtedness and exclude any Financial Indebtedness to the extent refinanced with the new Financial Indebtedness incurred (however, any cash balance resulting from the incurrence of any new Financial Indebtedness shall not reduce the Net Interest Bearing Debt).

12.5 ~~12.6~~ Calculation Adjustments

The figures for 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 Maintenance ~~Covenant~~ Covenants and the Incurrence ~~Tests~~ Test, but adjusted so that:

- (a) entities acquired or disposed of by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date, shall be included or excluded (as applicable), *pro forma*, for the entire Reference Period; and
- (b) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Reference Period.

13. General Undertakings

13.1 General

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

13.2 Restricted Payments

- (a) No Obligor shall, and shall procure that none of its Subsidiaries will:
 - (i) pay any dividend in respect of its shares;
 - (ii) repurchase or redeem any of its own shares;
 - (iii) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to its shareholders;
 - (iv) repay any Shareholder Debt or pay any interest thereon;
 - (v) grant any loans except (A) in the ordinary course of business or (B) to employees in an aggregate outstanding amount not exceeding EUR 250,000; or
 - (vi) make any other similar distribution or transfers of value to the direct or indirect shareholders of the Issuer, or any Affiliates of the Issuer (other than to the Issuer or a wholly-owned, direct or indirect, Subsidiary of the Issuer and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis),

(paragraphs (i)-(vi) above are together and individually referred to as a "**Restricted Payment**").

~~(b) Notwithstanding the above, a Restricted Payment may be made:~~

- (b) ~~(i)~~ Notwithstanding the above, a Restricted Payment may be made if made to the Issuer or a direct or indirect Subsidiary of the Issuer but, if made by a

Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis; ~~and/or~~.

~~(ii) if, in relation to paragraph (ii) of Clause 13.2(a), it is made pursuant to the Group's incentive program, provided that the aggregate maximum amount until the Final Maturity Date may not exceed EUR 500,000; and/or~~

~~(iii) to the Issuer's direct or indirect shareholders or equity investors if the Dividend Incurrence Test is met (calculated on a *pro forma* basis including the relevant Restricted Payment).~~

13.3 Listing

- (a) The Issuer shall use its best efforts to ensure that:
- (i) the Initial Bonds are listed on:
 - (A) a Regulated Market within twelve (12) months after the issuance of such Bonds; and
 - (B) Frankfurt Stock Exchange Open Market no later than sixty (60) days after the First Issue Date and with an intention to complete such listing within thirty (30) days,
 - (ii) any Subsequent Bonds are listed on:
 - (A) the relevant Regulated Market no later than sixty (60) days after the issuance of such Subsequent Bonds and with an intention to complete such listing within thirty (30) days (unless such Subsequent Bonds are issued prior to the date falling twelve (12) months after the First Issue Date in which case they shall be listed within twelve (12) months after the First Issue Date); and
 - (B) Frankfurt Stock Exchange Open Market no later than sixty (60) days after the issuance of such Subsequent Bonds and with an intention to complete such listing within thirty (30) days, and
 - (iii) the Bonds, if admitted to trading on a Regulated Market and/or Frankfurt Stock Exchange Open Market, continue being listed thereon for as long as any Bond is outstanding (however, taking into account the rules and regulations of the relevant Regulated Market and/or Frankfurt Stock Exchange Open Market and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

13.4 Nature of Business

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

13.5 Financial Indebtedness

No Obligor shall, and shall procure that none of its Subsidiaries will, incur any Financial Indebtedness, other than Permitted Debt.

13.6 Disposal of Assets

- (a) Subject to the terms of the Intercreditor Agreement, no Obligor shall, and shall procure that no Subsidiary, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any Person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction (i) is carried out at fair market value and on arm's length terms and (ii) does not have a Material Adverse Effect.
- (b) No asset that is subject to Transaction Security may be disposed of other than in accordance with the terms of the Intercreditor Agreement.
- (c) Notwithstanding paragraphs (a)-(b) above, the relevant Obligors may dispose of the Orimattila Property and the Lieto Property provided that (i) such transaction is carried out at fair market value, (ii) on arm's length terms, (iii) the Bondholders and the Agent are informed no later than ten (10) Business Days prior to the transfer of ownership of the Orimattila Property and the Lieto Property, including information about the date the Divestment Proceeds will be settled and (iv) in respect of the Orimattila Property, the transfer take place in compliance with Clause 13.15 (Property Divestment).

13.7 Holding Company

The Issuer shall not trade, carry on any business, own any assets or incur any liabilities expect for:

- (a) the provision of administrative service (excluding treasury services) to other members of the Group of a type customarily provided by a holding company to its Subsidiaries;
- (b) ownership of shares in its Subsidiaries and holding bank account with cash to the extent necessary to meet its payment obligations under the Finance Documents; and
- (c) any liabilities under the Finance Documents to which it is a party and professional fees and administration costs in the ordinary course of business as a holding company.

13.8 Negative Pledge

No Obligor shall, and shall procure that none of its Subsidiaries will, provide, prolong or renew any Security over any of its/their assets (present or future), other than any Permitted Security.

13.9 Dealings at arm's length terms

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

13.10 Compliance with laws and authorisations

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

13.11 Nomination of Material Group Companies

At

- (a) the First Issue Date and thereafter once every year (starting in 2022) (simultaneously with the publication by the Issuer of the audited annual financial statements of the Group); and
- (b) the date of acquisition of any assets by a Group Company financed (in whole or in part) by Permitted Debt for a consideration in excess of five (5.00) per cent. of EBITDA of the Group (calculated on a consolidated basis) (simultaneously with the delivery by the Issuer of the Compliance Certificate related the incurrence of such Permitted Debt),

the Issuer shall ensure that:

- (a) each Group Company which (on a consolidated basis in the case of a Group Company which itself has Subsidiaries) has EBITDA representing five (5.00) per cent. or more of EBITDA of the Group (calculated on a consolidated basis); and
- (b) such Group Companies as are necessary to ensure that the Issuer and the Material Group Companies (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Company) in aggregate account for at least eighty-five (85.00) per cent. of EBITDA of the Group (calculated on a consolidated basis),

in each case, determined by reference to the most recent audited annual financial statements from and including the calendar year ending 2021, are listed as Material

Group Companies in the relevant Compliance Certificate delivered in connection thereto.

13.12 Additional Security over Material Group Companies

The Issuer shall procure that Security over each Material Group Company (subject to customary financial assistance and corporate benefit limitations) is granted no later than ninety (90) days after its nomination in accordance with the Clause 13.11 (*Nomination of Material Group Companies*) above and in connection therewith provide to the Agent:

- (a) constitutional documents and corporate resolutions (approving the relevant Security Document and authorising a signatory/-ies to execute that Security Document) for the relevant security provider and each other party to that Security Document (other than the Agent);
- (b) copies of the relevant Security Documents duly executed;
- (c) evidence that the Transaction Security either has been or will be perfected in accordance with the terms of the relevant Security Documents;
- (d) any legal opinion on the capacity and due execution in respect of any entity being party to the relevant Security Document unless it is incorporated in Finland or Sweden, issued by a reputable law firm; and
- (e) any legal opinion on the validity and enforceability in respect of the relevant Security Document unless it is governed by Finnish or Swedish law which, if requested by the Agent, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm.

13.13 Additional Guarantors

The Issuer shall procure that each Material Group Company accedes to the Guarantee and Adherence Agreement no later than ninety (90) days after its nomination in accordance with Clause 13.11 (*Nomination of Material Group Companies*) above and in connection therewith provides to the Agent:

- (a) Security pursuant to the terms hereof and the Intercreditor Agreement;
- (b) duly executed accession letters to the Guarantee and Adherence Agreement;
- (c) duly executed accession letters to the Intercreditor Agreement;
- (d) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for it and each other party to a Finance Document (other than the Agent);

- (e) any legal opinion on the capacity and due execution unless such Material Group Company is incorporated in Finland or Sweden, issued by a reputable law firm; and
- (f) any legal opinion on the validity and enforceability in respect of any Finance Documents unless it is governed by Finnish or Swedish law which, if requested by the Agent, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm.

13.14 Additional Security Material Intercompany Loans

Each Obligor shall and shall procure that each Group Company will, no later than ninety (90) days upon the incurrence of a Material Intercompany Loan, grant a pledge over that Material Intercompany Loan as Security (subject to customary financial assistance and corporate benefit limitations) for all amounts outstanding under the Senior Finance Documents and simultaneously therewith deliver to the Agent (unless previously provided):

- (a) constitutional documents and corporate resolutions (approving the relevant Security Documents and authorising a signatory/-ies to execute the relevant Security Document) for the relevant security provider, and each other party to that Security Document (other than the Agent);
- (b) a legal opinion on the capacity and due execution, in respect of any entity being party to the relevant Security Document unless it is incorporated in Finland or Sweden, issued by a reputable law firm; and
- (c) any legal opinion on the validity and enforceability in respect of the relevant Security Document unless it is governed by Finnish or Swedish law which, if requested by the Agent, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm.

13.15 Property Divestment

Upon a divestment of the Orimattila Property, the Issuer shall ensure that:

- (a) a sale and leaseback arrangement is entered into in relation to the property on market terms; and
- (b) all Divestment Net Proceeds received in relation to such divestment are, within one (1) month from receipt of such Divestment Net Proceeds, applied towards:
 - (i) repurchase of Bonds at fair market value and on arm's length terms; and/or

- (ii) partial redemption of the Bonds in accordance with the terms set out in Clause 9.4 (Voluntary partial redemption (call option)) provided that such redemption shall be made at an amount per Bond equal to one hundred and one (101.00) per cent. of the Nominal Amount, plus any accrued Deferred Interest Margin, together with accrued but unpaid Interest and the Consent Fee.

14. Events of Default and Acceleration of the Bonds

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.11 (*Acceleration of the Bonds*)) is an Event of Default.

14.1 Non-Payment

The Issuer or a Guarantor fails to pay an amount on the date it is due in accordance with the Finance Documents unless:

- (a) its failure to pay is caused by administrative or technical error; and
- (b) payment is made within five (5) CSD Business Days of the due date.

14.2 Maintenance ~~Covenant~~Covenants

The Issuer has failed to comply with the Maintenance ~~Covenant~~Covenants.

14.3 Other Obligations

A party (other than the Agent) fails to comply with the Finance Documents, in any other way than as set out in Clause 14.1 (*Non-Payment*) and 14.2 (*Maintenance Covenants*), provided that no Event of Default will occur if the failure to comply is capable of being remedied and the Issuer or that party has remedied the failure within twenty (20) Business Days of the earlier (i) the Issuer or that party becoming aware of the failure to comply and (ii) the Agent requesting the Issuer in writing to remedy such failure.

14.4 Cross payment default and Cross-acceleration

Any Financial Indebtedness of a Group Company is:

- (a) not paid when due as extended by any originally applicable grace period (if there is one); or
- (b) declared to be due and payable prior to its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur under this Clause 14.4 if (i) the aggregate amount of Financial Indebtedness that has fallen due is less than EUR 1,000,000 or (ii) it is owed to a Group Company.

14.5 Insolvency

- (a) Any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (except for Bondholders) with a view to rescheduling its Financial Indebtedness.
- (b) A moratorium is declared in respect of the Financial Indebtedness of any Group Company.

14.6 Insolvency Proceedings

Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) Business Days of commencement or, if earlier, the date on which it is advertised, (ii) proceedings or petitions concerning a claim which is less than EUR 1,000,000 (or the equivalent thereof in any other currency), and (iii), in relation to Subsidiaries of the Issuer not being an Obligor or subject to Transaction Security, solvent liquidations) in relation to:

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

14.7 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value of an amount equal to or exceeding EUR 1,000,000 (or the equivalent thereof in any other currency) and is not discharged within sixty (60) Business Days.

14.8 Mergers and demergers

A decision is made that any Group Company shall be demerged or merged if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger subject to existing security between Subsidiaries only or between the Issuer and a Subsidiary, where the Issuer is the surviving entity, shall not be an Event of Default and a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged.

14.9 Impossibility or Illegality

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

14.10 Continuation of the Business

The Issuer or any other Group Company ceases to carry on its business and such discontinuation is likely to have a Material Adverse Effect.

14.11 Acceleration of the Bonds

- (a) Upon the occurrence of an Event of Default which is continuing but subject to the terms of the Intercreditor Agreement, 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 Business Day immediately 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 given pursuant to Clause 14.11(d), on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- (b) The Agent may not accelerate the Bonds in accordance with Clause 14.11(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (c) The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Agent decides not to accelerate the Bonds, the Agent shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (d) If the Bondholders (in accordance with these Terms and Conditions) instruct the Agent to accelerate the Bonds, the Agent shall promptly declare the Bonds due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.

- (e) If the right to accelerate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (f) Subject to the Intercreditor Agreement, in the event of an acceleration of the Bonds in accordance with this Clause 14.11, the Issuer shall up to, but excluding, the date falling eighteen (18) months after the First Issue Date redeem all Bonds at an amount per Bond equal to the Call Option Amount set out in Clause 9.3(a)(ii) and thereafter, as applicable considering when the acceleration occurs, redeem all Bonds at an amount per Bond equal to the Call Option Amount for the relevant period.

15. Distribution of Proceeds

- (a) All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security or the Guarantees (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the Secured Obligations) shall be distributed in accordance with the Intercreditor Agreement.
- (b) Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security or the Guarantees constitute escrow funds (*Sw. redovisningsmedel*) and must be promptly turned over to the Security Agent to be applied in accordance with the Intercreditor Agreement.
- (c) If the Issuer or the Agent shall make any payment under this Clause 15, 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 7(a) shall apply.

16. Decisions by Bondholders

- (a) 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.
- (b) 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 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.

- (c) The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- (d) Only a Person who is, or who has been provided with a power of attorney or other authorisation pursuant to Clause 6 (*Right to Act on Behalf of a Bondholder*) from a Person who is, registered as a Bondholder:
 - (i) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
 - (ii) on the Business Day specified in the communication pursuant to Clause 18(c), in respect of a Written Procedure,

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

- (e) The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c):
 - (i) the issue of any Subsequent Bonds, if the total nominal amount of the Bonds exceeds, or if such issue would cause the total nominal amount of the Bonds to at any time exceed, SEK 400,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Bonds are issued);
 - (ii) a change to the terms of any of Clause 2(a), and Clauses 2(f) to 2(h);
 - (iii) a reduction of the premium payable upon the redemption or repurchase of any Bond pursuant to Clause 9 (*Redemption and Repurchase of the Bonds*);
 - (iv) a change to the Interest Rate or the Nominal Amount;
 - (v) waive a breach of or amend an undertaking set out in Clause 13 (*General Undertakings*);

- (vi) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of Proceeds*);
 - (vii) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 16;
 - (viii) a change of issuer, an extension of the tenor of the Bonds or any delay of the due date for payment of any principal or interest on the Bonds;
 - (ix) a release of the Transaction Security or the Guarantees, except in accordance with the terms of the Security Documents and/or the Guarantee and Adherence Agreement (as applicable);
 - (x) a mandatory exchange of the Bonds for other securities; and
 - (xi) early redemption of the Bonds, other than upon an acceleration of the Bonds pursuant to Clause 14 (*Events of Default and Acceleration of the Bonds*) or as otherwise permitted or required by these Terms and Conditions.
- (f) Any matter not covered by Clause 16(e) 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 18(c). This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19(a)(i) or 19(a)(ii)), an acceleration of the Bonds, the enforcement of any Transaction Security or Guarantees.
- (g) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16(e), and otherwise twenty (20.00) per cent. of the Adjusted Nominal Amount:
- (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (ii) if in respect of a Written Procedure, reply to the request.
- If a quorum exists for some, but not all, of the matters to be dealt with at a Bondholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.
- (h) 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 17(a)) or initiate a second Written Procedure (in accordance with Clause 18(a)), as the case may be,

provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 16(g) shall not apply to such second Bondholders' Meeting or Written Procedure.

- (i) Any decision which extends or increases the obligations of the Issuer or the 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.
- (j) A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (k) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (l) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- (m) All costs and expenses incurred by the Issuer or the 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.
- (n) If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The 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.
- (o) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Group and the 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.

17. Bondholders' Meeting

- (a) 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).
- (b) Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 17(a) with a copy to the Agent. After a request from the Bondholders pursuant to Clause 20.4(c), the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 17(a).
- (c) The notice pursuant to Clause 17(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders) and (iv) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (d) The Bondholders' Meeting shall be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days from the notice.
- (e) Without amending or varying these Terms and Conditions, the 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.

18. Written Procedure

- (a) The Agent shall instigate a Written Procedure (which may be conducted electronically) no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such Person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent.
- (b) Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 18(a) to each Bondholder with a copy to the Agent.
- (c) A communication pursuant to Clause 18(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a Person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv)

instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 18(a)). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- (d) When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 16(e) and 16(f) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16(e) or 16(f), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

19. Amendments and Waivers

- (a) The Issuer and the Agent and/or the Security Agent (as applicable) (in each case acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
 - (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*).
- (b) The consent of the Bondholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.
- (c) The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19(a), setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority, to the extent such registration is possible with the rules of the relevant CSD.
- (d) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Agent, as the case may be.

20. Appointment and Replacement of the Agent

20.1 Appointment of Agent

- (a) By subscribing for Bonds, each initial Bondholder:
 - (i) appoints the Agent to act as its agent in all matters relating to the Bonds and the Finance Documents, and authorises each of the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder; and
 - (ii) confirms the appointment under the Intercreditor Agreement of the Security Agent to act as its agent in all matters relating to the Transaction Security, the Security Documents, the Guarantees and the Guarantee and Adherence Agreement, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantees and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Intercreditor Agreement.
- (b) 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 paragraph (a) above.
- (c) Each Bondholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is not under any obligation to represent a Bondholder which does not comply with such request.
- (d) The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- (e) The 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 obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (f) The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 Duties of the Agent

- (a) The Agent shall represent the Bondholders subject to and in accordance with the Finance Documents. The Agent is not responsible for the content, valid execution, legal validity or enforceability of the Finance Documents.
- (b) When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature and the Agent only acts in accordance with the Finance Documents and upon instructions from the Bondholders, unless otherwise set out in the Finance Documents. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Bondholders or any other Person.
- (d) The Agent is not obligated to assess or monitor the financial condition of the Issuer or compliance by the Issuer of the terms of the Finance Documents unless to the extent expressly set out in the Finance Documents, or to take any steps to ascertain whether any Event of Default (or any event that may lead to an Event of Default) has occurred. Until it has actual knowledge to the contrary, the Agent is entitled to assume that no Event of Default (or any event that may lead to an Event of Default) has occurred.
- (e) The 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.
- (f) The 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.
- (g) The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Agent reasonably believes is or may lead to an Event of Default, (ii) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents or (iii) as otherwise agreed between the Agent and the Issuer. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of Proceeds*).

- (h) Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (i) If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including its respective reasonable fees) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, or the Bondholders (as applicable), the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (j) Unless it has actual knowledge to the contrary, the Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- (k) The Agent shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or (ii) if it refrains from acting for any reason described in Clause 20.2(i).

20.3 Limited liability for the Agent

- (a) The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall not be responsible for indirect loss.
- (b) The Agent shall not be considered to have acted negligently if it has acted in accordance with advice addressed to it from or opinions of reputable external experts or if it 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.
- (c) The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by it to the Bondholders, provided that 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 it for that purpose.
- (d) The Agent shall not have any liability to the Bondholders for damage caused by it acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- (e) Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against

the obligations of the Issuer to the Bondholders under the Finance Documents.

- (f) The Agent is not liable for information provided to the Bondholders by or on behalf of the Issuer or any other Person.

20.4 Replacement of the Agent

- (a) Subject to Clause 20.4(f), the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- (b) Subject to Clause 20.4(f), if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (c) 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 appointing a new Agent. 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 be dismissed and a new Agent be appointed.
- (d) If the Bondholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (e) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (f) The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the

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.

- (h) In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents. Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

21. Appointment and Replacement of the CSD

- (a) The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD regulations and the other regulations applicable to the Bonds.
- (b) 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 authorized to professionally conduct clearing operations pursuant to the Swedish Securities Markets Act (*Iag (2007:528) om värdepappersmarknaden*) or Regulation (EU) no. 909/2014 and be authorized as a central securities depository in accordance with the Financial Instruments Accounts Act.

22. Appointment and Replacement of the Issuing Agent

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

23. No Direct Actions by Bondholders

- (a) A Bondholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security or the Guarantees to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its

equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under the Finance Documents.

- (b) Clause 23(a) 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 20.1(c)), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or by any reason described in Clause 20.2(i), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2(k) before a Bondholder may take any action referred to in Clause 23(a).
- (c) The provisions of Clause 23(a) shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause ~~9.49.5~~ 9.49.5 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

24. Prescription

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

25. Notices and Press Releases

25.1 Notices

- (a) Any notice or other communication to be made under or in connection with the Finance Documents:
 - (i) 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 the email address notified by the Agent from time to time;

- (ii) if to the Issuer, shall be given at the address registered with the Finnish Companies Registration Office on the Business Day prior to dispatch or if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
 - (iii) if to the Bondholders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery (if practically possible) or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Group and the Agent.
- (b) Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or if between the Issuer and the Agent, by email, and will only be effective:
- (i) in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1(a);
 - (ii) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1(a); or
 - (iii) in case of email, on the day of dispatch (unless a delivery failure message was received by the sender), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.
- (c) Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

25.2 Press releases

- (a) Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clauses 9.3 (*Voluntary total redemption (call option)*), 11.1(d), 14.11(c), 16(o), 17(a), 18(a) and 19(c) shall also be published by way of press release by the Issuer or the Agent, as applicable.
- (b) In addition to Clause 25.2(a), if any information relating to the Bonds or the Group contained in a notice the Agent may 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.

26. Force Majeure and Limitation of Liability

- (a) None of the Agent or 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.
- (b) The Issuing Agent shall have no liability to the Bondholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and willful misconduct.
- (c) 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.
- (d) The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27. Governing Law and Jurisdiction

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

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

[Signature page has intentionally been left blank – these Terms and Conditions have been executed by an amendment and restatement agreement to which these Terms and Conditions are appended.]

CHANGES TO THE INTERCREDITOR AGREEMENT

Schedule 4

Insertions are shown as underlined text in blue and deletions are shown as strikethrough text in red

Intercreditor Agreement

HLRE HOLDING ~~OY~~OYJ (PREVIOUSLY KNOWN AS HLRE HOLDING OY)

as Issuer

DANSKE BANK A/S, FINLAND BRANCH

as Original Super Senior RCF Creditor

NORDIC TRUSTEE & AGENCY AB (PUBL)

as Original Bonds Agent

NORDIC TRUSTEE & AGENCY AB (PUBL)

as Original Security Agent

DANSKE BANK A/S

as Original Hedge Counterparty

and

CERTAIN ENTITIES

as Original ICA Group Companies

originally dated 12 February 2021

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List of Schedules

Schedule 1	The Original ICA Group Companies
Schedule 2	Form of ICA Group Company Accession Agreement
Schedule 3	Form of Creditor/Representative Accession Undertaking

This **Intercreditor Agreement** (the "**Agreement**") is originally entered into on 12 February 2021, and amended and restated pursuant to an amendment and restatement agreement dated [] 2024 ("the **Amendment and Restatement Agreement**") so as to apply as of the Effective Date (as defined below) in the form set out below. This Agreement is originally made by and between:

- (a) **HLRE Holding Oy**, Finnish Reg. No. 2611405-7 as issuer (previously known as HLRE Holding Oy) (the "**Issuer**");
- (b) **THE COMPANIES** set out in Schedule 1 (*The Original ICA Group Companies*) as original ICA Group Companies (the "**Original ICA Group Companies**");
- (c) **Sentica Buyout IV Ky, Sentica Buyout IV Co-investment Ky, Mr. Kimmo Riihimäki and Mr. Timo Kautto, and other entities/persons** as Shareholder Creditors under certain Shareholder Debt (each as defined below) from time to time;
- (d) **Danske Bank A/S, Finland Branch** as super senior RCF creditor (the "**Original Super Senior RCF Creditor**");
- (e) **Danske Bank A/S** as Hedge Counterparty (the "**Original Hedge Counterparty**");
- (f) **Nordic Trustee & Agency AB (publ)** as agent for the Bondholders (the "**Original Bonds Agent**"); and
- (g) **Nordic Trustee & Agency AB (publ)** as security agent for the Secured Parties (the "**Original Security Agent**").

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

"**1992 ISDA Master Agreement**" means the Master Agreement (Multicurrency - Cross Border) as published by the International Swaps and Derivatives Association, Inc (including for avoidance of doubt a "long form confirmation" based on that document).

"**2002 ISDA Master Agreement**" means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc (including for avoidance of doubt a "long form confirmation" based on that document).

"**Acceleration Event**" means a Super Senior RCF Acceleration Event, a Bonds Acceleration Event or a New Debt Acceleration Event (as the context requires).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agents**" means the Security Agent, the Bonds Agent, the Facility Agent and any agent appointed under any New Debt Documents.

"**Bondholders**" has the meaning given to such term in the Terms and Conditions.

"**Bonds**" has the meaning given to such term in the Terms and Conditions.

"**Bonds Acceleration Event**" means the Bonds Agent (at its discretion or at the instructions of the requisite number of the Bondholders) accelerating all amounts due under the Bonds pursuant to clause 14.11 (*Acceleration of the Bonds*) of the Terms and Conditions.

"**Bonds Agent**" means (i) the Original Bonds Agent or (ii) a new agent replacing the Original Bonds Agent in accordance with the Terms and Conditions.

"**Bonds Finance Documents**" means the "Finance Documents" as defined in the Terms and Conditions.

"**Business Day**" has the meaning given to such term in the Terms and Conditions.

"**Collective Majority Senior Creditors**" means the Senior Creditors representing a majority of the Senior Debt under any Bonds and New Debt, based on the Senior Creditors under any Bonds and any New Debt voting as one creditor class.

"**Conflicting Enforcement Instructions**" means instructions (or proposed instructions) as to enforcement of the Transaction Security or the taking of any Enforcement Action delivered to the Security Agent by a Representative that are inconsistent as to the manner of enforcement (including any inconsistency as to the timeframe for realising value from an Enforcement Action in respect of the Transaction Security or the Guarantees or a distressed disposal), it being understood that, for the purpose of triggering the consultation requirements under Clause 12.2(b) (*Consultation*) only and not for any other purpose (including, without limitation, determining the Instructing Party), the failure to give instructions by either the Super Senior Representative or the Senior Representative will be deemed to be an instruction inconsistent with any other instructions given.

"**Consultation Period**" has the meaning ascribed to such term in Clause 12.2(b) (*Consultation*).

"**Creditor/Representative Accession Undertaking**" means:

- (a) an undertaking substantially in the form set out in Schedule 3 (*Form of Creditor/Representative Accession Undertaking*); or
- (b) a transfer certificate or similar agreement relating to the transfer of the rights and obligations of the Super Senior RCF Creditor under the Super Senior RCF (**provided that** it contains an accession to this Agreement which is substantially in the form set out in Schedule 3 (*Form of Creditor/Representative Accession Undertaking*)).

"Debt" means any indebtedness under or in connection with the Bonds, the Super Senior Debt (including any replacement Super Senior Debt referred to in Clause 11.3 (*Replacement of Debt*), any New Debt, the Shareholder Debt and the Intercompany Debt.

"Debt Documents" means the Super Senior RCF Documents, the Hedging Agreements, the Bonds Finance Documents, the New Debt Documents, the Shareholder Debt Documents and the Intercompany Documents.

"Effective Date" means the date when the amendments pursuant to the Amendment and Restatement Agreement become effective pursuant to the terms of the Amendment and Restatement Agreement.

"Enforcement Action" means any action of any kind to:

- (a) declare prematurely due and payable or otherwise seek to accelerate payment of or place a demand on all or any part of any Debt (notwithstanding whether such Debt has fallen due or not) or Guarantee (other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory prepayment under, the Senior Finance Documents);
- (b) recover all or any part of any Debt (including by exercising any set-off, save as required by law and normal netting and set-off transactions in the ordinary course of business);
- (c) exercise or enforce any enforcement right under the Transaction Security, in each case granted in relation to (or given in support of) all or any part of any Debt;
- (d) petition for (or take or support any other step which may lead to) an Insolvency Event;
- (e) sue, claim or bring proceedings against the Issuer, any Guarantor or any ICA Group Company in respect of recovering any Debt; or
- (f) in relation to any Hedging Obligation only, designate an Early Termination Date (as defined in the relevant Hedging Agreement) under any Hedging Agreement, or terminate, or close out any transaction under, any Hedging Agreements, prior to its stated maturity, or demand payment of any amount which would become payable on or following an Early Termination Date (as defined in the relevant Hedging Agreement) or any such termination or close-out, unless voluntary or in accordance with a partial termination in accordance with the terms of the Senior Finance Documents and not related to any default.

"Enforcement Instructions" means instructions to take Enforcement Action(s) (including the manner and timing of enforcement) given by a Representative to the Security Agent provided that instructions not to undertake enforcement or an

absence of instructions as to the effectuation of enforcement shall not constitute "Enforcement Instructions".

"**Enforcement Proposal**" has the meaning ascribed to such term in Clause 12.2(a) (*Consultation*).

"**Event of Default**" means the occurrence of an event of default (however described) under any Senior Finance Document (for as long as it is continuing).

"**First Amendment Shareholder Loan**" has the meaning given to such term in the Terms and Conditions.

"**Final Discharge Date**" means the date when all principal, interest and any other costs or outstanding amounts under the Senior Finance Documents have been irrevocably discharged in full and all commitments of the Secured Parties under the Senior Finance Documents have expired, been cancelled or terminated.

"**First Issue Date**" has the meaning given to such term in the Terms and Conditions.

"**Group**" means the Issuer and its Subsidiaries for the time being.

"**Group Company**" means a member of the Group.

"**Guarantee**" means the guarantees provided under the Guarantee and Adherence Agreement to the Secured Parties and the guarantee provided by the Issuer under the Original Super Senior RCF and/or under any Super Senior RCF.

"**Guarantee and Adherence Agreement**" shall have the meaning ascribed thereto in the Terms and Conditions.

"**Guarantors**" has the meaning given to such term in the Terms and Conditions.

"**Hedge Counterparty**" means (i) each Original Hedge Counterparty and (ii) any person who is or becomes a hedge counterparty pursuant to any Hedging Agreement and that has acceded to this Agreement.

"**Hedging Agreement**" means any and all currency or interest swaps and/or interest cap and/or hedging agreements entered into or to be entered into by the Issuer or any other Group Company with any Hedge Counterparty that have acceded to this Agreement.

"**Hedging Obligations**" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Group Company to any Hedge Counterparty under or in connection with any Hedging Agreement.

"**ICA Group Companies**" means the Original ICA Group Companies and any other entity which has acceded to this Agreement pursuant to the Senior Finance Documents and in accordance with Clause 24.3 (*Accession of Additional ICA Group Companies*).

"ICA Group Company Accession Agreement" means an agreement substantially in the form set out in Schedule 2 (*Form of ICA Group Company Accession Agreement*).

"Insolvency Event" means:

- (a) any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness;
- (b) a moratorium is declared in respect of the Financial Indebtedness of any Group Company;
- (c) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganisation of any Group Company;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Group Company; or
 - (iii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets; or
- (d) any analogous procedure or step is taken in any jurisdiction other than:
 - (i) proceedings which are vexatious or frivolous or are being disputed in good faith and are discharged, stayed or dismissed within 60 days of commencement; or
 - (ii) in relation to Group Companies (other than the Issuer), solvent liquidations that are permitted under the Senior Finance Documents.

"Instructing Party" means the Senior Representative or, following replacement in accordance with Clause 12.2 (*Consultation*), the Super Senior Representative.

"Intercompany Creditor" means each ICA Group Company (which has not ceased to be an ICA Group Company in accordance with this Agreement) in its capacity as creditor in respect of Intercompany Debt.

"Intercompany Debt" means any loan made or credit granted by an ICA Group Company to any Group Company or any loan made or credit granted to an ICA Group Company from any Group Company (other than loans that are subject to Transaction Security).

"**Intercompany Debtor**" means each ICA Group Company (which has not ceased to be an ICA Group Company in accordance with this Agreement) in its capacity as debtor in respect of Intercompany Debt.

"**Intercompany Documents**" means all documents, agreements and instruments evidencing any Intercompany Debt.

"**Issuing Agent**" has the meaning given to that term in the Terms and Conditions.

"**Legal Reservations**" means the limitations of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors and any matters which are set out as qualifications or reservations as to matters of law of general application in legal opinions issued by reputable law firms.

"**Liabilities**" means all present and future liabilities and obligations, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any debtor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"**Major Obligations**" means an obligation with respect to any Obligor under clause [19.4] (*Sanctions*), clause [19.6] (*Negative pledge*), clause [19.9] (*Disposals*), clause [19.10] (*Financial Indebtedness*), clause [19.11] (*Loans or credit*), clause [19.12] (*Distributions*), clause [19.13] (*Holding Company*), clause [19.18] (*Alignment with the Bond*) and clause [19.19] (*Use of proceeds*) of the Original Super Senior RCF (or any equivalent clauses in any Super Senior RCF) [or the Information Undertakings clause under any Super Senior RCF.](#)

"**New Debt**" means Financial Indebtedness which in accordance with the Senior Finance Documents is permitted to rank *pari passu* with the Bonds and benefit from the Transaction Security (including, for as long as the Bonds remain outstanding, under paragraph (j)(ii) in the definition of Permitted Debt in the Terms and Conditions) provided that the creditors (or a representative or agent representing such creditors) under such debt has acceded to this Agreement.

"New Debt Acceleration Event" means the Representative of any New Debt Creditors exercising any of its rights under any acceleration provisions of the relevant New Debt Documents.

"New Debt Creditors" means each creditor under and as defined in the relevant New Debt Documents (or a representative or agent representing such creditors).

"New Debt Documents" means each document or instrument entered into after the date hereof between any Group Company and a New Debt Creditor setting out the terms of any credit which creates or evidences New Debt.

"Original Super Senior RCF" means the EUR 2,000,000 multicurrency revolving credit facility agreement, between amongst others HLRE Group Oy as borrower and Danske Bank A/S, Finland Branch as lender dated on or about the date of this Agreement (as amended from time to time).

"Party" means a party to this Agreement.

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"Payment Block Event" means when the Super Senior Representative serves a written notice to the Issuer, the Security Agent, the Bonds Agent and any New Debt Creditor(s) (or any of their respective representative or agent) that an event of default (for the avoidance of doubt, after the expiry of any applicable grace period in respect of the default giving rise to the event of default) relating to:

- (a) a non payment,
- (b) a breach of financial covenants,
- (c) non-compliance with any of the Major Obligations,
- (d) a cross default,
- (e) insolvency,
- (f) insolvency proceedings,
- (g) creditors' process,
- (h) unlawfulness or
- (i) cession of business,

under the Super Senior RCF has occurred or the Super Senior Representative serves a written notice of acceleration to the Issuer, the Security Agent, the Bonds Agent and any New Debt Creditor(s) (or its/their representative/agent).

"Proceeds Account Pledge Agreement" has the meaning given to such term in the Terms and Conditions.

"Recoveries" means the aggregate of all monies and other assets received or recovered (whether by way of payment, repayment, prepayment, distribution, redemption or purchase, in cash or in kind, or the exercise of any set-off or otherwise, including as a result of any Enforcement Action) from time to time by any Party under or in connection with any Super Senior Debt, Senior Debt, Shareholder Debt or Intercompany Debt, but excluding any amount received from a person other than a Party or a Group Company under a credit derivative or sub-participation arrangement.

"Recovering Creditor" has the meaning ascribed to it in Clause 14.1 (*Payments to Secured Parties*).

"Representatives" means the Super Senior Representative and the Senior Representative.

"Secured Obligations" means all present and future, actual and contingent, liabilities and obligations at any time due, owing or incurred by the Issuer or any Group Company towards the Secured Parties outstanding from time to time under any Senior Finance Documents.

"Secured Parties" means the creditors under the Senior Finance Documents but only if such creditor (or, in the case of a Bondholder, its Representative) is a Party or has acceded to this Agreement in the appropriate capacity pursuant to the terms of this Agreement, the Bonds Agent and the Security Agent.

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

"Security Agent" means (i) the Original Security Agent or (ii) any new agent replacing the Original Security Agent as security agent in accordance with Clause 24.6 (*Resignation of Agents*).

"Security Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the ICA Group Companies creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above.

"Security Enforcement Objective" means maximising, insofar as is consistent with prompt and expeditious realisation of value from enforcement of the Transaction Security and the Guarantees, the recovery by the Secured Parties, always provided

that such enforcement is made in compliance with the fiduciary duties of the Security Agent and the Secured Parties.

"Senior Creditor" means the Bondholders, the Bonds Agent and any New Debt Creditor acceding to this Agreement as a Senior Creditor.

"Senior Debt" means all indebtedness outstanding under the Bonds Finance Documents and any New Debt.

"Senior Finance Documents" means the Bonds Finance Documents, the Super Senior RCF Documents, the Hedging Agreements and any New Debt Documents.

"Senior Representative" means, at any time, the representative of:

- (a) those Senior Creditors whose Senior Debt at that time aggregate more than 50 per cent. of the total Senior Debt at that time; or
- (b) for as long as any New Debt is larger than the debt outstanding under the Bonds, those Senior Creditors, voting for the relevant decision, whose Senior Debt at that time aggregate more than 50 per cent. of the total Senior Debt at that time, calculated based on the Senior Creditors under any Bonds and any New Debt voting as one creditor class with a representative of the majority of such creditor class being the senior representative.

The Bonds Agent shall represent all Bondholders and act on the instructions of and on behalf of the Bondholders unless the New Debt is larger than the debt outstanding under the Bonds in which case the Bonds Agent or another representative selected by the Collective Majority Senior Creditors shall represent all the Senior Creditors and act on the instructions of the Collective Majority Senior Creditors and on behalf of all the Senior Creditors.

"Shareholder Creditor" any direct or indirect shareholder of the Issuer in its capacity as creditor in respect of Shareholder Debt.

"Shareholder Debt" all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Issuer to any Shareholder Creditor, including any dividends and any advisory, monitoring or management fee.

"Shareholder Debt Documents" means all documents, agreements and instruments evidencing any Shareholder Debt.

["Subordinated Deferred Interest"](#) has the meaning given to such term in the **[Terms and Conditions](#)**.

"Subsidiary" means in relation to any company or corporation, (a **"Holding Company"**), a company or corporation:

- (a) which is controlled, directly or indirectly, by the Holding Company;

- (b) more than half the issued share capital of which is owned, directly or indirectly, by the Holding Company; or
- (c) which is a subsidiary of another Subsidiary of the Holding Company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body.

"Super Senior Credit Participation" means, in relation to a Super Senior RCF Creditor or a Hedge Counterparty the aggregate of:

- (a) its aggregate commitment under the Super Senior RCF, if any;
- (b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of this Agreement, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement) and to the extent it is a Hedging Obligation; and
- (c) after the Super Senior RCF Discharge Date only, in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement to the extent it constitutes a Hedging Obligation that has, as of the date the calculation is made, not been terminated or closed out, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement), and that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"Super Senior Creditors" means the Super Senior RCF Creditors and the Hedge Counterparties.

"Super Senior Debt" means all indebtedness to the Super Senior Creditors outstanding under the Super Senior RCF Documents and the Hedging Agreements.

"Super Senior Discharge Date" means the date when all principal, interest and any other costs or outstanding amounts under the Super Senior Debt have been irrevocably discharged in full and all commitments of the Super Senior RCF Creditor under the Super Senior RCF Documents have expired, been cancelled or terminated.

"Super Senior Headroom" means an amount not exceeding EUR 2,000,000 (plus premium, accrued and unpaid interest, fees and costs).

"Super Senior RCF" means (i) the Original Super Senior RCF and (ii) any other working capital facility agreement or similar agreement providing financing for general corporate purposes between any Group Company and a Super Senior RCF Creditor replacing a super senior RCF in accordance with Clause 11.3 (*Replacement of Debt*).

"Super Senior RCF Acceleration Event" means the Super Senior RCF Creditor exercising any of its rights under any acceleration provisions of the relevant Super Senior RCF Documents.

"Super Senior RCF Creditors" means (i) the Original Super Senior RCF Creditor and (ii) any person who is or becomes a lender under a Super Senior RCF, or any person representing any party under (i) or (ii).

"Super Senior RCF Debt" means all Liabilities due, owing or incurred from time to time by the ICA Group Companies to the Super Senior RCF Creditors under or in connection with the Super Senior RCF Documents.

"Super Senior RCF Discharge Date" means the date when all principal, interest and any other costs or outstanding amounts under the Super Senior RCF have been irrevocably discharged in full and all commitments of the Super Senior RCF Creditor under the Super Senior RCF Documents have expired, been cancelled or terminated.

"Super Senior RCF Documents" means the "Finance Documents" as defined in the Super Senior RCF.

"Super Senior Representative" means the Super Senior RCF Creditor acting on the instructions of and on behalf of the Super Senior Creditors whose Super Senior Credit Participations at that time aggregate more than 50 per cent. of the total Super Senior Credit Participations at that time.

"Terms and Conditions" means the terms and conditions of the Bonds entered into between the Issuer and the Original Bonds Agent on 10 February 2021, [as amended from time to time](#).

"Transaction Security" means the Security provided to the Secured Parties under the Security Documents.

"Transaction Security Documents" means:

- (a) a Finnish law governed pledge over all the shares in Vesivek Oy granted by HLRE Group Oy;
- (b) a Finnish law governed pledge over all the shares in Nesco Oy granted by Nesco Invest Oy;
- (c) a Finnish law governed pledge over all the shares in HLRE Group Oy granted by the Issuer;

- (d) a Swedish law governed pledge over all the shares owned by Vesivek Oy in Vesivek Sverige AB, being approximately 91 per cent. of the shares issued in Vesivek Sverige AB, granted by Vesivek Oy;
- (e) a Finnish law governed business mortgage over the assets in HLRE Group Oy in the amount of EUR 57,200,000, with best priority;
- (f) a Finnish law governed business mortgage over the assets in Vesivek Oy in the amount of EUR 57,200,000, with best priority;
- (g) a Finnish law governed business mortgage over the assets in Nesco Invest Oy in the amount of EUR 57,200,000, with best priority;
- (h) a Finnish law governed business mortgage over the assets in Nesco Oy in the amount of EUR 57,200,000, with best priority;
- (i) a Swedish law governed business mortgage over the assets in Vesivek Sverige AB in the amount of SEK 20,000,000, with best priority;
- (j) pledge over any current and future Material Intercompany Loans;
- (k) a Finnish law governed pledge over real estate mortgage certificates in the total amount of EUR 13,673,208.07 in respect of Orimattila production plant with property no. 560-418-9-942, granted by Nesco Oy; and
- (l) a Finnish law governed pledge over real estate mortgage certificates in the total amount of EUR 46,800,000 in respect of Lieto industrial hall with property no. 423-428-13-1, granted by Vesivek Oy.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Terms and Conditions have the same meaning in this Agreement.

1.3 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) any "**Agent**", any "**Super Senior RCF Creditor**", any "**Hedge Counterparty**", any "**Bondholder**", the "**Bonds Agent**" any "**Creditor**", any "**Intercompany Debtor**", any "**Intercompany Creditor**", the "**Issuer**", any "**New Debt Creditor**", any "**ICA Group Company**", any "**Party**", any "**Recovering Creditor**", any "**Secured Party**", any "**Shareholder Creditor**", any "**Super Senior RCF Creditor**" the "**Security Agent**", any "**Representative**", or any "**Senior Creditor**" shall be construed so as to include its successors in title, assigns and transferees permitted under this Agreement;
 - (ii) "**assets**" includes present and future properties, revenues and rights of every description;

- (iii) "**consent**" means any consent, approval, release or waiver or agreement to any amendment;
 - (iv) any "**Debt Document**", any "**Intercompany Document**", any "**Shareholder Debt Document**" any "**Super Senior RCF Document**", any "**Hedging Agreement**", any "**Senior Finance Document**", a "**Bonds Finance Document**", the "**Terms and Conditions**", a "**New Debt Document**" or any other document, agreement or instrument, other than a reference to a document or other agreement or instrument in its original form, is a reference to that document, agreement or instrument as amended, supplemented or restated (however fundamentally) as permitted by this Agreement;
 - (v) the "**original form**" of a document, agreement or instrument means that document, agreement or instrument as originally entered into;
 - (vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vii) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (viii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (ix) "**set-off**" includes combining accounts and payment netting except that, in relation to any Hedging Obligations, "set-off" does not include payment netting or close-out netting;
 - (x) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xi) a time of day is a reference to Stockholm time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
- (c) An event of default, a default or potential default, however described, is "**continuing**" if deemed to be continuing pursuant to the relevant agreement. A Payment Block Event shall be deemed to be continuing if not remedied or waived.
- (d) [the "date of this Agreement" shall be construed as a reference to 12 February 2021.](#)

- (e) The Parties acknowledge that Danske Bank A/S, Finland Branch is no longer a Super Senior RCF Creditor, and Danske Bank A/S is no longer an Original Hedge Counterparty, under this Agreement and that Capital Four Private Debt SA SICAV-RAIF (or any sub-fund hereof) has, on or about the date of the Amendment and Restatement Agreement, acceded to this Agreement as Super Senior RCF Creditor.

2. Superiority of Intercreditor Agreement

All Debt Documents are subject to the terms of this Agreement. In the event of any inconsistency between any Debt Document and this Agreement, this Agreement shall prevail.

3. Ranking and Priority

3.1 Ranking of Debt

Unless expressly provided to the contrary in this Agreement, the Debt shall rank in right and priority of payment in the following order:

- (a) *first*, the Super Senior Debt (*pari passu* between all indebtedness under the Super Senior RCF and the Hedging Obligations);
- (b) *secondly*, the Senior Debt (*pari passu* between all indebtedness under the Bonds and any New Debt), other than the Subordinated Deferred Interest;
- (c) *thirdly*, the principal of the First Amendment Shareholder Loan (for the avoidance of doubt, up to the total principal amount of EUR 3,000,000 *pari passu* between the relevant Shareholder Creditors and excluding any interest);
- (d) *fourthly*, the Subordinated Deferred Interest;
- (e) ~~(c)~~ *thirdly* *fifthly*, any liabilities raised in the form of Intercompany Debt; and
- (f) ~~(d)~~ *fourthly* *sixthly*, any liabilities raised in the form of Shareholder Debt (including all interest payable on the First Amendment Shareholder Loan and the principal of the same exceeding the amount of EUR 3,000,000).

3.2 Security over Proceeds Account Pledge Agreement

Any Security granted over the Proceeds Account Pledge Agreement or similar arrangement whereby the proceeds from the Bonds, the New Debt or other Debt are paid pending satisfaction of certain conditions for its disbursement shall not be subject to this Agreement and, hence, only secure the obligations and liabilities owed towards the creditor having disbursed such debt.

3.3 Transaction Security and Guarantees

Unless expressly provided to the contrary in this Agreement, the Transaction Security and the Guarantees will be granted with the following ranking and priority:

- (a) the Guarantees and the Transaction Security shall be granted with first priority ranking in respect of the Super Senior Debt and the Senior Debt (for the avoidance of doubt, including the Subordinated Deferred Interest), *pari passu* between the Super Senior Debt and the Senior Debt (for the avoidance of doubt, including the Subordinated Deferred Interest), but subject always to the allocation of proceeds provision as set out in Clause 15 (*Application of Recoveries*); and
- (b) the Intercompany Debt and any Shareholder Debt shall remain unguaranteed and unsecured.

3.4 Intercompany Debt and Shareholder Debt

- (a) Each of the Parties agrees that the Intercompany Debt and the Shareholder Debt are postponed and subordinated to the Liabilities owed by the ICA Group Companies to the Secured Parties, other than the principal of the First Amendment Shareholder Loan in relation to the Subordinated Deferred Interest as set out above in Clause 3.1 (Ranking of Debt).
- (b) This Agreement does not purport to rank any of the Intercompany Debt or the Shareholder Debt as between themselves.

3.5 Preservation of Shareholder Debt and Intercompany Debt

Notwithstanding any term of this Agreement postponing, subordinating or preventing the payment of all or any part of the Shareholder Debt and Intercompany Debt, the relevant Shareholder Debt or Intercompany Debt shall, as between the Shareholder Creditors and Intercompany Creditors, be deemed to remain owing or due and payable (and interest, default interest or indemnity payments shall continue to accrue) in accordance with the relevant Debt Documents.

4. Secured Parties and Secured Obligations

4.1 Payments of Secured Obligations

Subject to Clause 9 (*Payment Block*), the ICA Group Companies may make Payments in respect of the Secured Obligations at any time in accordance with the terms of the relevant Senior Finance Document.

4.2 Amendments and Waivers

- (a) Subject to Clause 27 (*Amendments and waivers*) and paragraph (b) below, the relevant Secured Parties and ICA Group Companies may amend or waive the

terms of the Senior Finance Documents in accordance with their terms (and subject only to any consent required under them) at any time.

- (b) No Super Senior RCF Creditor and no ICA Group Company may increase the principal amount of any Super Senior RCF Debt other than through an increase of the principal amount under the Super Senior RCF up to an amount equalling to the Super Senior Headroom.

4.3 Security and Guarantees

A Secured Party may take, accept or receive the benefit of:

- (a) any Security from any Group Company in respect of the Secured Obligations in addition to the Transaction Security and the Guarantees if at the same time it is also offered either:
 - (i) to the Security Agent as agent or common representative (or, if the trust structure is recognized in the relevant jurisdiction, as trustee) for all the other Secured Parties in respect of all the Secured Obligations; or
 - (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as agent for the Secured Parties:
 - (A) to all the Secured Parties in respect of the Secured Obligations; or
 - (B) to the Security Agent under a parallel debt structure for the benefit of the other Secured Parties or, where appropriate, the Security Agent as representative of the Secured Parties,

and ranks in the same order of priority as that contemplated in Clause 3.3 (*Transaction Security and Guarantees*); and
- (b) any guarantee, indemnity or other assurance against loss from any Group Company in respect of the Secured Obligations in addition to those in the original form of the Senior Finance Documents if and to the extent legally possible, at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 3 (*Ranking and Priority*).

5. Hedge Counterparties and Hedging Obligations

5.1 Hedge Counterparties

A person is a Hedge Counterparty and is entitled to share in any Transaction Security and the Guarantees in respect of any Hedging Obligations only if the person is a financial institution selected by the Issuer, provided that that financial institution delivers to the Security Agent a duly completed and signed Creditor/Representative

Accession Undertaking and the Security Agent executes such Creditor/Representative Accession Undertaking.

5.2 Hedging Agreements

- (a) Liabilities under a Hedging Agreement will only be treated as Hedging Obligations if the Hedging Agreement complies with this Clause 5.2.
- (b) Each Hedging Agreement shall:
 - (i) be based on the 1992 or 2002 ISDA Master Agreement and be in form and substance satisfactory to the Security Agent;
 - (ii) in the event of termination of a transaction whether upon a Termination Event or an Event of Default (each as defined in the relevant Hedging Agreement) provide for payments under the "Secured Method" (in the case of the 1992 ISDA Master Agreement) or two way payments (in the case of any other form of Hedging Agreement);
 - (iii) specify "Automatic Early Termination" as applicable where a Group Company is the "Defaulting Party", each as defined in the relevant ISDA Master Agreement, or similar in the case of any other form of Hedging Agreement, only if appropriate in view of the relevant ISDA netting opinion; and
 - (iv) each Hedge Counterparty shall promptly upon request supply the Security Agent with a copy of any Hedging Agreement to which it is a party.

5.3 Restrictions on payment and security

- (a) No Hedge Counterparty shall demand or receive, and no ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) make, any payment in respect of any Hedging Obligations or apply any money or property in or towards discharge of any Hedging Obligations (including by way of set-off) except:
 - (i) for a payment or discharge made in accordance with scheduled payments under that Hedging Agreement and this Agreement;
 - (ii) for a payment or discharge made in accordance with Clause 5.4 (*Closing out of hedging transactions*) and Clause 5.5 (*Limitations on hedging transactions*);
 - (iii) payments or deductions arising as a result of:
 - (A) any of sections 2(d) (*Deduction or Withholding for Tax*), 2(e) (*Default Interest; Other Amounts*), 8(a) (*Payment in the Contractual Currency*), 8(b) (*Judgments*) and 11 (*Expenses*) of

the 1992 ISDA Master Agreement (if the Hedging Agreement is based on a 1992 ISDA Master Agreement);

- (B) any of sections 2(d) (*Deduction or Withholding for Tax*), 8(a) (*Payment in the Contractual Currency*), 8(b) (*Judgments*), 9(h)(i) (*Prior to Early Termination*) and 11 (*Expenses*) of the 2002 ISDA Master Agreement of that Hedging Agreement (if the Hedging Agreement is based on a 2002 ISDA Master Agreement); or
- (C) any provision of a Hedging Agreement which is similar in meaning and effect to any provision listed in paragraph (A) or (B) above (if the Hedging Agreement is not based on the relevant ISDA Master Agreement),

for the avoidance of doubt, application by a Hedge Counterparty in the order permitted by Clause 15 (*Application of Recoveries*) of proceeds received by a Hedge Counterparty in connection with the enforcement of any Transaction Security or the Guarantees.

- (b) No Hedge Counterparty shall permit to subsist or receive, and no ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) create or permit to subsist, any Security or any guarantee for or in respect of any Hedging Obligations, other than under the original form of any Transaction Security Document, Super Senior RCF and the Guarantee and Adherence Agreement or if permitted by the Security Agent, provided that the granting of Security or guarantees shall always be subject to approval by the Super Senior RCF Creditor

5.4 Closing out of hedging transactions

- (a) No Hedge Counterparty or ICA Group Company may terminate or close out any hedging transaction under a Hedging Agreement prior to its originally stated maturity or rely on automatic early termination or on any other provision in the relevant Hedging Agreement so as not to make a payment under the Hedging Agreement unless:
 - (i) any Hedging Obligations has not been paid on the due date and the non-payment has not been remedied within 30 days after the Hedge Counterparty has given notice to the Security Agent of the non-payment and of its intention to terminate or close out that hedging transaction;
 - (ii) an Acceleration Event has occurred;
 - (iii) an Illegality, Tax Event, Tax Event Upon Merger or a Credit Event Upon Merger (each as defined in the relevant ISDA Master Agreement), or similar event in the case of any other form of Hedging Agreement, has occurred;

- (iv) any Event of Default has occurred under clauses 14.5 (*Insolvency*), 14.6 (*Insolvency proceedings*) or 14.8 (*Creditors' process*) of the Terms and Conditions or corresponding Clauses of any Super Senior RCF;
 - (v) the termination or closing out is carried out only to the extent required to reflect any repayment or prepayment of Debt which was hedged by the hedging transaction, and the Security Agent is notified accordingly;
 - (vi) in accordance with Clause 5.5 (*Limitations on hedging transactions*); or
 - (vii) in case of a refinancing (or repayment) and cancellation in full of the Super Senior RCF.
- (b) Promptly following an Acceleration Event each Hedge Counterparty shall:
- (i) exercise any rights it may have to terminate or close out any hedging transactions under a Hedging Agreement;
 - (ii) pay to the Security Agent any amount owed by it and any close out amount received under a Hedging Agreement for application in accordance with Clause 15.1 (*Order of Application*); and
 - (iii) exercise any right of set off or take or receive any payment in respect of any Hedging Obligations of that Group Company.

5.5 Limitations on hedging transactions

- (a) If, at any time, the aggregate notional amount of the transactions in respect of the Hedging Agreements exceeds or, as a result of a prepayment, will exceed 100 per cent. of the aggregate amount of the outstanding Senior Debt at that time, the Issuer must promptly notify the Security Agent and must, at the request of the Security Agent (acting on instruction of the Super Senior Representative), reduce the aggregate notional amount of those transactions by an amount and in a manner satisfactory to the Security Agent (acting on instruction of the Super Senior Representative) so that it no longer exceeds or will not exceed 100 per cent of the aggregate amount of the Senior Debt then outstanding.
- (b) Paragraph (a) above shall not apply to any transactions in respect of any Hedging Agreement under which the borrowers under the Senior Finance Documents have no actual or contingent indebtedness.
- (c) The Security Agent must make a request under paragraph (a) above if so required by a Hedge Counterparty.

6. Shareholder Debt

6.1 Shareholder Creditors

- (a) Until the Final Discharge Date:
- (i) no Shareholder Creditor shall demand or receive, and no Shareholder Debtor nor any ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) make, any payment, repayment or prepayment of any principal, interest or other amount on or in respect of, or any distribution in respect of, or any redemption or purchase of, any Shareholder Debt in cash or in kind (or otherwise discharge any part of the Shareholder Debt by way of set-off or otherwise), unless expressly permitted by the Senior Finance Documents;
 - (ii) no Shareholder Creditor shall claim or rank as a creditor in the insolvency, winding-up, bankruptcy or liquidation of any Group Company;
 - (iii) no Shareholder Creditor, Shareholder Debtor or ICA Group Company shall take or omit to take any action whereby the ranking and/or subordination contemplated by this Agreement may be impaired; and
 - (iv) no Shareholder Creditor or Shareholder Debtor shall amend or terminate any provision of any Shareholder Debt Document (unless the amendment is not prejudicial to the interests of the Secured Parties).
- (b) Paragraph (a) above does not apply to any action arising as a result of any prior consent of the Representatives.
- (c) Paragraph (a) above does not apply to demanding or receiving of repayment of principal of the First Amendment Shareholder Loan provided that the Secured Obligations, other than the Subordinated Deferred Interest, have been discharged in full.
- (d) ~~(c)~~ No Shareholder Creditor shall permit to subsist or receive, and no ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) create or permit to subsist, any Security or any guarantee for or in respect of any Shareholder Debt, other than Security constituting Transaction Security and except if permitted by the Security Agent (acting on instructions from the Representatives).

6.2 Permitted Subordinated Payments

Notwithstanding anything to the contrary in this Clause 6 (*Shareholder Debt*), the Issuer shall be permitted to make payments which are otherwise permitted under the Senior Finance Documents and the relevant Shareholder Creditors shall be allowed to

convert their First Amendment Shareholder Loan into shares in the Issuer upon a Change of Control Event (as defined in the Terms and Conditions).

6.3 Restrictions on enforcement by the Shareholder Creditors

- (a) Until the Final Discharge Date, no Shareholder Creditor shall, except with the prior written consent of or as required by the Security Agent, take any Enforcement Action in relation to any Shareholder Debt.
- (b) If required by the Security Agent to take Enforcement Action, the Shareholder Creditors will promptly take the relevant Enforcement Action and apply any proceeds from that Enforcement Action in accordance with Clause 8 (*Turnover of Non-Permitted Payments*).
- (c) [Paragraphs \(a\) and \(b\) above do not apply to actions relating to demanding, claiming, or recovering the repayment of the principal of the First Amendment Shareholder Loan provided that the Secured Obligations, other than the Subordinated Deferred Interest, have been discharged in full.](#)

6.4 Restrictions on ICA Group Company and Subordinated subrogation

Until the Final Discharge Date, no Shareholder Creditor, Shareholder Debtor or ICA Group Company shall, except with the prior consent of the Representatives, be subrogated to or entitled to exercise any right of any Secured Party or any Security or guarantee under any Senior Finance Document.

6.5 Release of obligations

At any time following an Acceleration Event each Shareholder Creditor must, if requested by the Security Agent, release and discharge any Shareholder Debt specified by the Security Agent, by way of shareholders' contribution (Sw: *aktieägartillskott*), forgiveness of liabilities, or in any other way deemed appropriate by the Security Agent.

7. Intercompany Debt

7.1 Intercompany Creditors

- (a) Until the Final Discharge Date:
 - (i) no Intercompany Creditor shall demand or receive, and no Intercompany Debtor nor any ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) make, any payment, repayment or prepayment of any principal, interest or other amount on or in respect of, or any distribution in respect of, or any redemption or purchase of, any Intercompany Debt in cash or in kind (or otherwise discharge any part of the Intercompany Debt by way of set-off or otherwise), except as permitted by Clause 7.2 (*Permitted*

Intercompany Payments) or Clause 10.2 (*Acceleration and Claim of Shareholder Debt and Intercompany Debt*);

- (ii) no Intercompany Creditor shall claim or rank as a creditor in the insolvency, winding-up, bankruptcy or liquidation of any Group Company other than in accordance with Clause 10.2 (*Acceleration and Claim of Shareholder Debt and Intercompany Debt*);
 - (iii) no Intercompany Creditor, Intercompany Debtor or ICA Group Company shall take or omit to take any action whereby the ranking and/or subordination contemplated by this Agreement may be impaired; and
 - (iv) no Intercompany Creditor or Intercompany Debtor shall amend or terminate any provision of any Intercompany Document (unless the amendment is not prejudicial to the interests of the Secured Parties).
- (b) Paragraph (a) above does not apply to any action arising as a result of any prior consent of the Representatives.
 - (c) No Intercompany Creditor shall permit to subsist or receive, and no ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) create or permit to subsist, any Security or any guarantee for or in respect of any Intercompany Debt except if permitted by the Security Agent (acting on instructions from the Representatives).

7.2 Permitted Intercompany Payments

- (a) Until the Final Discharge Date and subject to Clause 8 (*Turnover of Non-Permitted Payments*) and Clause 10 (*Effect of Insolvency Event*), an Intercompany Debtor may pay, and the relevant Intercompany Creditor may receive and retain, including by way of set-off:
 - (i) payments of principal and interest in respect of any Intercompany Debt not subject to Transaction Security; and
 - (ii) payments of interest in respect of any intercompany debt subject to the terms of the Transaction Security Documents,

in each case provided that at the time of Payment, no Event of Default has occurred and is continuing or would result from such Payment.
- (b) Notwithstanding paragraph (a) above, payment of principal and interest on Intercompany Debt and intercompany loans subject to Transaction Security shall always be permitted if made for the purpose of servicing Debt to the Secured Parties and such payment is made directly to the Secured Parties (represented by the Security Agent) for repayment of principal or payment of interest on such Debt owed to the Secured Parties.

7.3 Restrictions on enforcement by the Intercompany Creditors

- (a) Until the Final Discharge Date, no Intercompany Creditor shall, except with the prior written consent of or as required by the Security Agent, take any Enforcement Action in relation to any Intercompany Debt or intercompany debt subject to Transaction Security.
- (b) If required by the Security Agent to take Enforcement Action, the Intercompany Creditors will promptly take the relevant Enforcement Action and apply any proceeds from that Enforcement Action in accordance with Clause 8 (*Turnover of Non-Permitted Payments*).

7.4 Restrictions on ICA Group Company and intercompany subrogation

Until the Final Discharge Date, no Intercompany Creditor, Intercompany Debtor or ICA Group Company shall, except with the prior consent of the Representatives, be subrogated to or entitled to exercise any right of any Secured Party or any Security or guarantee under any Senior Finance Document.

7.5 Release of obligations

At any time following an Acceleration Event, each Intercompany Creditor must, if requested by the Security Agent, release and discharge any Intercompany Debt specified by the Security Agent, by way of shareholders' contribution (Sw: *aktieägartillskott*), forgiveness of liabilities, or in any other way deemed appropriate by the Security Agent.

8. Turnover of Non-Permitted Payments

8.1 Turnover by Secured Parties

A Secured Party that receives any Recovery (including by way of set-off) in excess of what is permitted pursuant to this Agreement shall notify the Security Agent and forthwith pay such amount to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*). Should such amount not be paid by the relevant Secured Party to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*)) such amount shall be considered in any application of proceeds in accordance with Clause 15.1 (*Order of Application*)) and such Secured Party's share in any such application may be reduced accordingly.

8.2 Turnover by Shareholder Creditors

A Shareholder Creditor that receives any Recovery (including by way of set-off) in excess of what is permitted pursuant to this Agreement shall notify the Security Agent and forthwith pay such amount to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*)).

8.3 Turnover by ICA Group Companies

If any of the ICA Group Companies receives or recovers any amount which, under the terms of the Debt Documents, should have been paid to a Secured Party or an Intercompany Creditor, that ICA Group Company will promptly pay that amount to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*).

8.4 Protection of Debt upon Turnover

If a Party is obliged to pay an amount to the Security Agent in accordance with this Clause 8, the relevant Debt in respect of which the Party made such payment to the Security Agent will be deemed not to have been reduced or discharged in any way or to any extent by the relevant payment.

9. Payment Block

- (a) Following a Payment Block Event and for as long as it is continuing and up until the earlier of (i) the taking of Enforcement Actions in accordance with this Agreement and (ii) a written notice from the Super Senior Representative to the Security Agent to the contrary, no payments of principal or interest in respect of the Senior Debt shall be made to the Senior Creditors (notwithstanding any other provisions to the contrary herein) (a "**Payment Block**"), except for in accordance with Clause 15.1 (*Order of Application*). For the avoidance of doubt, the failure by the Issuer to make any timely payments due under the Senior Debt shall constitute an event of default (however described) under the Terms and Conditions and the New Debt Documents and the unpaid amount shall carry default interest in accordance with the relevant Debt Document.
- (b) Upon a Payment Block, any amounts paid or recovered under the Senior Debt (despite the Payment Block) shall be paid to the Security Agent and applied in accordance with Clause 15.1 (*Order of Application*).

10. Effect of Insolvency Event

10.1 Subordination

- (a) If an Insolvency Event occurs:
 - (i) the allocation of proceeds between the Super Senior Debt and Senior Debt shall be as set out in Clause 15 (*Application of Recoveries*); and
 - (ii) the Shareholder Debt and the Intercompany Debt will be subordinated in right of payment to the Super Senior Debt and the Senior Debt [\(other than the principal of the First Amendment Shareholder Loan in relation to the Subordinated Deferred Interest as set out in the Senior Finance Documents\)](#).
- (b) The subordination provisions, to the extent permitted under the applicable law, in this Agreement shall remain in full force and effect by way of

continuing subordination and shall not be affected in any way by any intermediate payment or discharge in whole or in part of any Debt.

10.2 Acceleration and Claim of Shareholder Debt and Intercompany Debt

- (a) After the occurrence of an Insolvency Event and until the Final Discharge Date, the Security Agent may:
 - (i) accelerate, claim, enforce and prove for any Shareholder Debt and Intercompany Debt owed by such Group Company or Intercompany Debtor or make a demand under any guarantee or indemnity against loss in respect of such Shareholder Debt or Intercompany Debt;
 - (ii) file claims and proofs, give receipts and take any proceedings or other action as the Security Agent considers necessary to recover that Shareholder Debt or Intercompany Debt; and
 - (iii) receive all distributions on that Shareholder Debt or Intercompany Debt for application in accordance with Clause 15.1 (*Order of Application*).
- (b) If and to the extent that the Security Agent is not entitled, or elects not, to take any of the action mentioned in paragraph (a) above, each Shareholder Creditor or Intercompany Creditor will do so promptly on request by the Security Agent.
- (c) Each Shareholder Creditor and Intercompany Creditor irrevocably authorises the Security Agent to, on behalf of each Shareholder Creditor and Intercompany Creditor, take any action referred to in paragraph (a) above in respect of any Shareholder Debt or Intercompany Debt owed by a Group Company or Intercompany Debtor referred to in such paragraph and each Shareholder Creditor and Intercompany Creditor will provide all forms of proxy or other documents that the Security Agent may reasonably require for such purpose.

10.3 Distributions

- (a) After the occurrence of an Insolvency Event and until the Final Discharge Date, each Party shall:
 - (i) hold any Recovery received or receivable by it during such period in respect of any Debt as escrow funds and separate from its own funds (or under another appropriate arrangement in the jurisdiction of an Intercompany Creditor not incorporated in Sweden) for the Secured Parties;
 - (ii) promptly pay such Recovery (or, where the Recovery is by way of discharge by set-off, an equivalent amount) to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*); and

- (iii) promptly direct the trustee in bankruptcy, receiver, administrator or other person distributing the assets of the relevant Group Company or their proceeds to pay distributions in respect of the Debt directly to the Security Agent.

10.4 Further Assurance

Each Party shall, at its own expense, take whatever action the Security Agent may require to give effect to this Clause 10.

11. Transaction Security

11.1 Additional Security and Guarantees

- (a) If the Issuer or a Group Company provides any additional Security for any Secured Obligations, other than Hedging Obligations, the Issuer shall ensure, and shall ensure that such Group Company ensures, that such additional Security is provided to all the Secured Parties on the same terms as the Transaction Security Documents and in accordance with the terms (including ranking) set out in the Senior Finance Documents.
- (b) If the Issuer or a Group Company provides any additional guarantee (other than the guarantee provided by the Issuer under the Original Super Senior RCF) for any Secured Obligations, other than Hedging Obligations, the Issuer shall ensure, and shall ensure that such Group Company ensures, that such additional guarantee is provided to all the Secured Parties on the same terms as the Guarantee and Adherence Agreement and in accordance with the terms (including ranking) set out in the Senior Finance Documents.

11.2 Sharing of Transaction Security and Guarantees with New Debt

- (a) A Group Company may grant Security and guarantees for New Debt to a New Debt Creditor provided that:
 - (i) such New Debt shares in the Transaction Security and the Guarantees (other than the guarantee provided by the Issuer under the Original Super Senior RCF); and/or
 - (ii) such Security and guarantees which are not Transaction Security or Guarantees are granted also to all the Secured Parties (including the New Debt Creditor), in each case to be shared between the Senior Creditors and the Super Senior Creditors as set forth in this Agreement,

in each case further provided that the New Debt Creditor shall accede to this Agreement as a Senior Creditor and the New Debt shall rank as Senior Debt pursuant to the terms of this Agreement.

- (b) Any Security and guarantee granted pursuant to paragraph (a) above shall constitute Transaction Security and any documents regarding such Security or

guarantee shall constitute a Security Document or a Guarantee and Adherence Agreement, as the case may be.

11.3 Replacement of Debt

- (a) The Issuer shall from time to time be entitled to (i) replace the Super Senior RCF in full with one or several new revolving debt facilities for general corporate purposes and/or working capital purposes up to the amount of the Super Senior Headroom (the "**Replacement Super Senior Debt**") and/or (ii) replace the Bonds with new bonds or debt facilities (the "**Replacement Senior Debt**"); provided that:
- (i) the Transaction Security shall secure the Replacement Super Senior Debt on the same terms, *mutatis mutandis*, as it secures the previous Super Senior RCF, including the terms of this Agreement;
 - (ii) the Transaction Security shall secure the Replacement Senior Debt on the same terms, *mutatis mutandis*, as it secures the Bonds including the terms of this Agreement;
 - (iii) the new creditor(s) shall directly or through an agent or another representative be a party to the Security Documents;
 - (iv) the Security Agent shall hold the Transaction Security on behalf of the new creditors on the same terms, *mutatis mutandis*, as the Transaction Security is held by the Security Agent on behalf of the Secured Parties;
 - (v) the new creditor(s) of the Replacement Super Senior Debt shall:
 - (A) directly or through an agent or another representative accede to this Agreement as a Super Senior RCF Creditor (unless an agent or representative representing such Person has acceded to this Agreement); and
 - (B) have the same right to the Transaction Security and any Guarantees and the proceeds pertaining thereto as the previous Super Senior RCF Creditor; and
 - (vi) the new creditor(s) of the Replacement Senior Debt shall:
 - (A) directly or through an agent or another representative accede to this Agreement as a Senior Creditor (unless an agent or representative representing such Person has acceded to this Agreement); and
 - (B) have the same right to the Transaction Security and any Guarantees and the proceeds pertaining thereto as the previous Senior Creditors.

- (b) Subject to the fulfillment of the conditions set out in paragraph (a) above, the Security Agent may from time to time, at the request of the Issuer, amend vary and/or restate the Security Documents and the Guarantee and Adherence Agreement on behalf of itself and the Secured Parties in order to release Transaction Security and/or any Guarantee provided to an existing Secured Party (with the prior consent of such existing Secured Party) and/or to create Transaction Security and/or Guarantees in favour of a new creditor(s).
- (c) Following any replacement of debt in accordance with this Clause 11.3 any reference to Bonds and any reference to related finance documents (including the Bonds Finance Documents and any reference to the Super Senior RCF and any reference to related finance documents (including the Super Senior RCF Documents) (as applicable)) shall instead refer to the debt incurred under the Replacement Senior Debt and related finance documents and the Replacement Super Senior Debt and related finance documents (as applicable).

11.4 Cancellation of Super Senior RCF

To the extent the Issuer purchases or redeems Bonds whereby the aggregate Nominal Amount of Bonds outstanding falls below 75 per cent. of the aggregate Nominal Amount as per the First Issue Date, the debt outstanding under the Super Senior RCF shall, if requested by the Super Senior RCF Creditors, be repaid and cancelled *pro rata* to the amount by which the outstanding amount under the Bonds falls below the Nominal Amount as per the First Issue Date. For the purpose of calculating the aggregate Outstanding Nominal Amount of the Bonds, any Bonds held by any Group Company shall not be included.

12. Enforcement and Consultation

12.1 Enforcement Actions and Enforcement Instructions

- (a) Until the Final Discharge Date, the Security Agent shall:
 - (i) exercise any right, power, authority or discretion vested in it as Security Agent in accordance with Clause 12.2 (*Consultation*) (or, if so instructed pursuant to that Clause, refrain from exercising any right, power, authority or discretion vested in it as Security Agent); and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction from the Representatives.
- (b) Other than as expressly permitted under Clause 12.2 (*Consultation*), no Secured Party may independently accelerate, seek payment and exercise other rights and powers to take Enforcement Actions under the Senior Finance Documents.
- (c) The Security Agent may refrain from enforcing the Transaction Security and/or Guarantees or take other Enforcement Actions unless instructed otherwise by

the Instructing Party in accordance with Clause 12.2 (*Consultation*) but always subject to paragraph (e) below.

- (d) Subject to the Transaction Security or the Guarantees having become enforceable in accordance with its terms and subject to paragraph 12.2 (*Consultation*) below, the Representatives may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as it sees fit, provided that the instructions are consistent with the Security Enforcement Objective.
- (e) Notwithstanding anything to the contrary in this Clause 12.1 (*Enforcement Actions and Enforcement Instructions*) and Clause 12.2 (*Consultation*), the Senior Representative may only give an Enforcement Instructions if the proceeds to be received from the proposed Enforcement Action is expected to amount to or exceed the amount of the Super Senior Debt.
- (f) The Security Agent is entitled to rely on and comply with instructions given in accordance with this Clause 12.1.
- (g) If an Insolvency Event has occurred with respect to a member of the Group , then each Super Senior Creditor shall be entitled to exercise any right they may otherwise have against that member of the Group to accelerate any of that member of the Group's Super Senior Debt or declare such Super Senior Debt prematurely due and payable or payable on demand, make a demand under any guarantee, indemnity or other assurance against loss given by that member of the Group in respect of any Super Senior Debt, exercise any right of set-off or take or receive any payment in respect of any Super Senior Debt of that member of the Group or claim and prove in any insolvency process of that member of the Group for the Super Senior Debt owing to it.
- (h) In relation to any Hedging Obligation only, the Security Agent may not designate an Early Termination Date (as defined in the relevant Hedging Agreement) under any Hedging Agreement, or terminate, or close out any transaction under, any Hedging Agreements, prior to its stated maturity, or demand payment of any amount which would become payable on or following an Early Termination Date (as defined in the relevant Hedging Agreement) or any such termination or close-out, unless voluntary or in accordance with a partial termination not prohibited by the Senior Finance Documents and not related to any default.
- (i) Unless and until the Security Agent has received instructions from the Instructing Party in accordance with this Agreement, the Security Agent shall (without first having to obtain any Secured Party's consent) be entitled to enter into agreements with an ICA Group Company or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security and the Guarantees, creating further Security or guarantees for the benefit of the Secured Parties or for the purpose of settling the Secured Parties' or the ICA Group Companies' rights to the Transaction Security, in each case in accordance with the terms of the Senior Finance Documents and

provided that such agreements or actions are not detrimental to the interests of the Secured Parties.

- (j) The Security Agent is not authorised to act on behalf of a Secured Party (without first obtaining that Party's, or, with respect to Bondholders, the Bonds Agent's, consent) in any legal or arbitration proceedings relating to any Senior Finance Document or this Agreement.

12.2 Consultation

- (a) If any Representative wishes to issue Enforcement Instructions in accordance with Clause 12.1(d), such Representative shall deliver a copy of those proposed Enforcement Instructions (an "**Enforcement Proposal**") to the Security Agent and the Security Agent shall promptly forward such Enforcement Proposal to the other Representative.
- (b) Subject to paragraph (c) below, if the Security Agent has received Conflicting Enforcement Instructions, the Security Agent shall promptly notify the Representatives and the Representatives shall consult with each other and the Security Agent (as the case may be) in good faith for a period of not more than thirty (30) days (or such shorter period as the Representatives may agree) (the "**Consultation Period**") from the earlier of (A) the date of the latest such Conflicting Enforcement Instruction and (B) in case of a failure to give instructions by one of the Representatives, the date falling ten (10) Business Days after the date on which the original Enforcement Proposal is delivered in accordance with paragraph (a) above, with a view to agreeing instructions as to enforcement.
- (c) The Representatives shall not be obliged to consult (or, in the case of (ii) below, shall be obliged to consult for such shorter period as the Instructing Party may determine) in accordance with paragraph (b) above if:
 - (i) the Transaction Security and/or the Guarantees have become enforceable as a result of an Insolvency Event; or
 - (ii) each of the Super Senior Representative and the Senior Representative agree that no Consultation Period is required.
- (d) If consultation has taken place during the Consultation Period (provided that if the Conflicting Enforcement Instructions were due to that a Representative did not submit Enforcement Instructions there shall be no requirement that consultation has taken place) there shall be no further obligation for the Representatives to consult and the Security Agent shall, provided that no joint Enforcement Instructions has been agreed during the Consultation Period (in which case such joint Enforcement Instruction will be applicable), act in accordance with the Enforcement Instructions then received from the Instructing Party and the Instructing Party may issue Enforcement Instructions as to enforcement to the Security Agent at any time thereafter.

- (e) If (A) no Enforcement Action has been taken by the Security Agent within three (3) months from the end of the Consultation Period, or (B) the Super Senior Discharge Date has not occurred within six (6) months from the end of the Consultation Period, then the Super Senior Representative shall become the Instructing Party and be entitled to give Enforcement Instructions.
- (f) If a Secured Party (acting reasonably) considers that the Security Agent is enforcing the Security in a manner which is not consistent with the Security Enforcement Objective, such Secured Party shall give notice to the other Secured Parties after which the Representatives and the Security Agent shall consult, prior to taking any further enforcement action, for a period of twenty (20) days (or such lesser period that the Secured Parties may agree) with a view to agreeing on the manner of enforcement.

12.3 Miscellaneous

- (a) Upon Enforcement Actions in respect of the Transaction Security, the proceeds shall be distributed in accordance with Clause 15.1 (*Order of Application*).
- (b) Any Enforcement Action required to be taken by the Representative in accordance with agreed Enforcement Instructions pursuant to 12.2 (*Consultation*) above, shall be taken by such Representative at the request of the Security Agent.
- (c) All Security and/or Guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any Enforcement Action provided that the proceeds are distributed in accordance with Clause 15.1 (*Order of Application*).
- (d) Funds that the Security Agent receives (directly or indirectly) in connection with an Enforcement Action in respect of the Transaction Security shall constitute escrow funds (*Sw. redovisningsmedel*) and must be held on a separate account on behalf of the Secured Parties or the Issuer as the case may be. The Security Agent shall promptly arrange for payments to be made in accordance with Clause 15.1 (*Order of Application*).
- (e) Nothing herein shall preclude the rights of the Super Senior RCF Creditors, the Bonds Agent or any New Debt Creditors to join or intervene in or otherwise support any proceedings arising from insolvency proceedings or do such other things as may be necessary to maintain a claim or Security, always as long as such action does not adversely affect the rights of the other Secured Creditors or the Security Agent and is not inconsistent with its obligations contained in this Agreement and each of the Super Senior RCF Creditor, the Bonds Agent and any New Debt Creditor (or its agent/representative) shall give prompt notice to the others of any action taken by it to join, intervene or otherwise support any such proceedings.

12.4 Disposal and Releases

- (a) If in connection with any Enforcement Action, the Security Agent sells or otherwise disposes of (or proposes to sell or otherwise dispose of) any asset under any Transaction Security Document, or a Group Company sells or otherwise disposes of (or proposes to sell or otherwise dispose of) any asset at the request of the Security Agent, the Security Agent may, and is hereby irrevocably authorised on behalf of each Party to:
- (i) release the Security created pursuant to the Transaction Security Documents over the relevant asset and apply the net proceeds of sale or disposal in or towards payment of Debt in accordance with Clause 15.1 (*Order of Application*); and
 - (ii) if the relevant asset comprises all of the shares in the capital of an ICA Group Company or any holding company of an ICA Group Company,
 - (A) release that ICA Group Company from all its past, present and future liabilities and/or obligations (both actual and contingent) under any Debt Document or in relation to any Debt and release any Security granted by that ICA Group Company or holding company or their Subsidiaries over any of its assets under any of the Transaction Security Documents; and/or
 - (B) dispose of any Debt owed by such ICA Group Company, provided that the net proceeds thereof are applied in accordance with Clause 15.1 (*Order of Application*),
- provided that such action is consistent with the Security Enforcement Objective.
- (b) Each Party shall execute any assignments, transfers, releases or other documents and grant any consents and take any actions that the Security Agent may reasonably consider necessary to give effect to any release or disposal pursuant to this Clause 12.4 or for the purpose of any Enforcement Action taken (or to be taken) by the Security Agent in accordance with this Agreement or a transaction otherwise permitted by the Senior Finance Documents.
- (c) No release under paragraph (a) above will affect the obligations or liabilities of any Intercompany Creditor to the Secured Parties.

12.5 Exercise of Voting Rights

- (a) Each Secured Party agrees with the Security Agent that it will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre-insolvency or

rehabilitation or similar proceedings relating to any Group Company as instructed by the Security Agent.

- (b) The Security Agent shall give instructions for the purposes of paragraph (a) above as directed by the Instructing Party.

13. Appointment of the Super Senior RCF Creditor

Each Hedge Counterparty will appoint upon accession to this Agreement as Hedge Counterparty the Super Senior RCF Creditor to act as its representative and give instructions to the Security Agent in accordance with this Agreement.

14. Sharing among the Secured Parties

14.1 Payments to Secured Parties

If a Secured Party (a "**Recovering Creditor**") makes a Recovery in respect of any amounts owed by any ICA Group Company other than in accordance with Clause 15.1 (*Order of Application*) such Recovering Creditor shall not be entitled to retain such amount and shall notify the Security Agent and forthwith pay such amount to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*). Should such amount not be paid by the relevant Recovering Creditor to the Security Agent for application in accordance with Clause 15.1 (*Order of Application*) and the relevant Recovering Creditor applies that amount towards payment of indebtedness owing under the Senior Finance Documents to which it is a party then:

- (a) the relevant Secured Party shall notify each Agent thereof and the Security Agent shall, using reasonable efforts, determine whether the Recovery is in excess of the amount that the Recovering Creditor would have been paid had the Recovery been made by the Security Agent and distributed in accordance with Clause 15.1 (*Order of Application*), without taking account of any Tax which would be imposed on any Agent in relation to the Recovery; and
- (b) if the Recovery is higher than the amount which the Security Agent determines may be retained by the Recovering Creditor as its share of any payment to be made in accordance with Clause 15.1 (*Order of Application*), such excess amount shall be considered in any application of proceeds in accordance with Clause 15.1 (*Order of Application*) and the Recovering Creditor's share in the application may be reduced accordingly.

14.2 Exceptions

- (a) This Clause 14 shall not apply to the extent that the Recovering Creditor would not, after making any payment pursuant to this Clause, have a valid and enforceable subrogation claim against the relevant ICA Group Company.
- (b) This Clause 14 shall not apply to any amount which the Recovering Creditor has received or recovered as a result of taking legal or arbitration proceedings, if:

- (i) it notified the other Secured Parties of the legal or arbitration proceedings; and
- (ii) all other Secured Parties had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

15. Application of Recoveries

15.1 Order of Application

- (a) Subject to the rights of creditors mandatorily preferred by law applying to companies generally, the proceeds of any Enforcement Action (including but not limited to any proceeds received from any direct or indirect realisation or sale by the Security Agent of any assets being subject to Transaction Security, payments under any Guarantees or proceeds received in connection with bankruptcy or other insolvency proceedings) shall be paid to the Security Agent for application in the following order of priority:
 - (i) **first**, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by the Issuer to the Security Agent (or its delegate);
 - (ii) **secondly**, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by the Issuer and any Group Company to the Issuing Agent, the Super Senior RCF Creditor, the Bonds Agent and any agent representing creditors of any New Debt;
 - (iii) **thirdly**, towards payment *pro rata* of accrued interest unpaid under the Super Senior RCF Documents;
 - (iv) **fourthly**, towards payment *pro rata* of principal under the Super Senior RCF and any other costs or outstanding amounts under the Super Senior RCF Documents, and any close out amount and any other outstanding amounts under the Hedging Obligations;
 - (v) **fifthly**, towards payment *pro rata* of accrued interest unpaid under the Senior Debt (interest due on an earlier Interest Payment Date to be paid before any interest due on a later Interest Payment Date), [other than the Subordinated Deferred Interest](#);
 - (vi) **sixthly**, towards payment *pro rata* of principal under the Senior Debt;
 - (vii) **seventhly**, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Bonds Finance Documents and any New Debt Documents;

(viii) eightly, towards payment *pro rata* of principal under the First Amendment Shareholder Loan;

(ix) ninthly, towards payment *pro rata* of Subordinated Deferred Interest;

(x) ~~(viii) eighthly~~tenthly, after the Final Discharge Date, towards payment *pro rata* of accrued interest unpaid and principal under the Intercompany Debt;

(xi) ~~(ix) ninthly~~eleventeenth, after the Final Discharge Date, towards payment *pro rata* of accrued interest unpaid and principal under the Shareholder Debt; and

(xii) ~~(x) tenthly~~twelfth, after the Final Discharge Date, in payment of the surplus (if any) to the relevant ICA Group Company or other person entitled to it.

- (b) For the sake of clarity, the waterfall provision set out in paragraph (a) above shall apply regardless of any Transaction Security not being (for whatever reason) valid and enforceable in respect of the relevant Secured Party and regardless of any discharge of Secured Obligations, for example, in connection with corporate restructuring proceedings to the effect that respective priority position in waterfall will be provided for the full amount of the respective layer of Secured Obligations as if the discharge had not taken place.

15.2 Non-Cash Distributions

If the Security Agent or any Secured Party receives any distribution otherwise than in cash in respect of any Debt, such distribution will not be applied pursuant to Clause 15.1 (*Order of Application*) and reduce the relevant Debt until cash proceeds from realisation of such distribution have been received and applied by the Security Agent.

16. Consents

16.1 No Objection by Shareholder Creditors or Intercompany Creditors

No Shareholder Creditor or Intercompany Creditor shall have any claim or remedy against any Group Company or any Secured Party by reason of:

- (a) the entry by any of them into any Senior Finance Document or any other agreement between any Secured Party and any Group Company;
- (b) any waiver or consent; or
- (c) any requirement or condition imposed by or on behalf of any Secured Party under any Senior Finance Document or any such other agreement,

which breaches or causes an event of default or potential event of default (however described) under any Shareholder Debt Document or Intercompany Document. No

Shareholder Creditor or Intercompany Creditor may object to any such matter by reason of any provision of any Shareholder Debt Document or Intercompany Document.

16.2 Consents

If the Secured Parties or any class of them give any waiver or consent under, or in relation to, any Senior Finance Document in circumstances where the relevant ICA Group Company is required to obtain a corresponding waiver or consent under, or in relation to, any Shareholder Debt Document or Intercompany Document to avoid a breach of or default under that Shareholder Debt Document or Intercompany Document, that waiver or consent under that Senior Finance Document shall automatically operate as a waiver or consent, as the case may be, under that Shareholder Debt Document or Intercompany Document.

16.3 Prepayments

- (a) Until the Final Discharge Date, each Shareholder Creditor, each Intercompany Creditor and any Secured Party waives any right it may have to any proceeds or other amounts which are required by any Senior Finance Document to be applied in mandatory prepayment of any Debt owing to a Secured Party or which is applied in voluntary prepayment of any such Debt, in each case to the extent that any such proceeds or amounts are applied in accordance with the relevant Senior Finance Document or this Agreement, provided that following an Enforcement Action all amounts Recovered shall be applied in accordance with Clause 15.1 (*Order of Application*).
- (b) Paragraph (a) above shall, unless an Event of Default has occurred and is continuing, apply notwithstanding that any such proceeds or amounts result from the disposal of any asset which is subject to Security created under the Transaction Security Documents.

17. Release of Security

- (a) The Security Agent is authorised and may execute on behalf of any Secured Party, in each case without any need for further deferral to or authority from such Secured Party, any release of the Guarantees or the Security created by any Transaction Security Document, to the extent that such release is made in accordance with the terms and conditions of the Senior Finance Documents or otherwise approved by the Secured Parties.
- (b) Each Party acknowledges and agrees that it will execute such releases as the Security Agent may request in order to give effect to this Clause 17. No such release will affect the obligations and liabilities of any other ICA Group Company under any Senior Finance Document.
- (c) Any Transaction Security or Guarantee to be released in accordance with this Clause 17 will always be released *pro rata* between the Secured Parties and the remaining Transaction Security will continue to rank *pari passu* between

the Secured Parties as set forth in the Transaction Security Documents and this Agreement.

18. Role of the Security Agent

18.1 Appointment of the Security Agent

Each Secured Party hereby irrevocably:

- (a) appoints the Security Agent to act as security agent under and in connection with the relevant Senior Finance Documents and this Agreement;
- (b) authorises the Security Agent on its behalf to sign, execute and enforce the Transaction Security Documents and the Guarantee and Adherence Agreement;
- (c) authorises the Security Agent to enter into agreements with the Issuer or a third party or take such other actions, as is, in the Security Agent's opinion, necessary for the purpose of maintaining, releasing or enforcing the Transaction Security or the Guarantees or for the purpose of settling the Secured Parties' or the Issuer's rights to the Transaction Security or the Guarantees, in each case in accordance with the terms of the Senior Finance Documents and provided that such agreements or actions are not in the sole opinion of the Security Agent detrimental to the interests of the Secured Parties; and
- (d) authorises the Security Agent on its behalf to perform the duties and to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the relevant Senior Finance Documents and this Agreement, together with any other incidental rights, powers, authorities and discretions.

18.2 Duties of the Security Agent

- (a) The duties of the Security Agent under the Senior Finance Documents and this Agreement are solely mechanical and administrative in nature and shall in relation to this Agreement be limited to those expressly set forth in this Agreement. Except as specifically provided in the Debt Documents to which the Security Agent is a party, the Security Agent has no obligations of any kind to any other Party under or in connection with the Debt Documents.
- (b) The Security Agent is not responsible for (i) the adequacy, accuracy or completeness of any information supplied by any Party in connection with the Debt Documents or (ii) the legality, validity or enforceability of any Debt Document or any agreement or document relating thereto or whether a Secured Party has recourse against any Party or any of its respective assets. Each Secured Party confirms to the Security Agent that it has made and will continue to make its own independent appraisal and investigation of all risks arising under or in connection with the Debt Documents including with

respect to the financial condition and status of any ICA Group Company or other Group Company.

- (c) The Security Agent shall not be held responsible for any loss or damage resulting from a legal enactment (Finnish or foreign), the intervention of a public authority (Finnish or foreign), an act of war, a strike, a blockade, a boycott, a lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts shall apply even if the Security Agent itself is subject to such measures or takes such measures. Where a circumstance referred to in this paragraph prevents the Security Agent from making payments or taking measures, such payments or measures may be postponed until such circumstance no longer exists. If the Security Agent is prevented from receiving payment/delivery, the Security Agent shall not be obliged to pay interest.
- (d) Any loss or damage that has occurred in other circumstances than as set out in paragraph (b) and (c) above shall not be indemnified by the Security Agent unless such losses or damages are suffered or occurred by reason of wilful wrongdoing or negligence on the part of the Security Agent. The Security Agent shall for the avoidance of doubt not be deemed to be negligent if having acted in accordance with such practices and procedures as are generally accepted in the banking sector. In no event shall the Security Agent be liable for any indirect loss or damage.
- (e) The ICA Group Companies undertakes to indemnify the Security Agent from and against all actions, claims, demands and proceedings brought or made against it in its capacity as Security Agent under the Senior Finance Documents and all costs, charges, expenses and other liabilities of whatever nature for which it may be or become liable by reason of such actions, claims, demands and proceedings, except with respect to any such actions, claims, demands or proceedings, costs, charges, expenses and other liabilities arising by reason of wilful wrongdoing or negligence on the part of the Security Agent.
- (f) The Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Group Company or any other person.
- (g) Notwithstanding any other provision of any Senior Finance Document or this Agreement to the contrary, the Security Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

18.3 Exclusion of Liability

- (a) Without limiting paragraph (b) below, the Security Agent shall, when acting in accordance with the provisions of this Agreement or any Senior Finance Document, incur no liability towards any of the parties to this Agreement and will not be liable for any damages occurred as a result of any action taken by it

under or in connection with any Senior Finance Document or this Agreement, unless directly caused by its gross negligence or wilful misconduct.

- (b) No Party (other than the Security Agent) may take any proceedings against any officer, employee or agent of the Security Agent in respect of any claim it might have against the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Senior Finance Document or this Agreement and any officer, employee or agent of the Security Agent may rely on this Clause 18.3.
- (c) The Security Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Senior Finance Documents or this Agreement to be paid by it if 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 it for that purpose.

18.4 Confidentiality

- (a) The Security Agent (in acting as security agent for the Secured Parties) shall be regarded as acting through its respective security agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

19. The Bonds Agent

19.1 Liability

- (a) It is expressly understood and agreed by the Parties that this Agreement is executed and delivered by the Bonds Agent not individually or personally but solely in its capacity as agent in the exercise of the powers and authority conferred and vested in it under the relevant Bonds Finance Documents for and on behalf of the Bondholders only for which the Bonds Agent acts as agent and it shall have no liability for acting for itself or in any capacity other than as agent and nothing in this Agreement shall impose on it any obligation to pay any amount out of its personal assets. Notwithstanding any other provision of this Agreement, its obligations hereunder (if any) to make any payment of any amount or to hold any amount on behalf of any other party shall be only to make payment of such amount to or hold any such amount to the extent that (i) it has actual knowledge that such obligation has arisen and (ii) it has received and, on the date on which it acquires such actual knowledge, has not distributed to the Bondholders for which it acts as agent in accordance with the relevant Terms and Conditions (in relation to which it is an agent) any such amount.
- (b) It is further understood and agreed by the Parties that in no case shall the Bonds Agent be (i) personally responsible or accountable in damages or

otherwise to any other party for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Bonds Agent in accordance with this Agreement or any of the Bonds Finance Documents in a manner that the Bonds Agent believed to be within the scope of the authority conferred on it by this Agreement or any of the Bonds Finance Documents or by law, or (ii) personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any other Party, all such liability, if any, being expressly waived by the Parties and any person claiming by, through or under such Party; provided however, that the Bonds Agent shall be personally liable under this Agreement for its own gross negligence or wilful misconduct. It is also acknowledged and agreed that no Bonds Agent shall have any responsibility for the actions of any individual Bondholder (save in respect of its own actions).

- (c) The Bonds Agent is not responsible for the appointment or for monitoring the performance of the Security Agent.
- (d) The Security Agent agrees and acknowledges that it shall have no claim against the Bonds Agent in respect of any fees, costs, expenses and liabilities due and payable to, or incurred by, the Security Agent.
- (e) The Bonds Agent shall be under no obligation to instruct or direct the Security Agent to take any Security Enforcement Action unless it shall have been instructed to do so by the Bondholders and if it shall have been indemnified and/or secured to its satisfaction.
- (f) The provisions of this Clause 19.1 shall survive the termination of this Agreement.

19.2 Instructions

In acting under this Agreement, the Bonds Agent is entitled to seek instructions from the Bondholders at any time and, where it acts on the instructions of the Bondholders, the Bonds Agent shall not incur any liability to any person for so acting. The Bonds Agent is not liable to any person for any loss suffered as a result of any delay caused as a result of it seeking instructions from the Bondholders.

19.3 Bonds Agent's assumptions

- (a) The Bonds Agent is entitled to assume that:
 - (i) any payment or other distribution (other than payments or distributions made by the Bonds Agent) made pursuant to this Agreement in respect of the Bonds has been made in accordance with the ranking in Clause 3 (*Ranking and Priority*) and is not prohibited by any provisions of this Agreement and is made in accordance with these provisions;

- (ii) the proceeds of enforcement of the Guarantees or any Security conferred by the Transaction Security Documents have been applied in the order set out in Clause 15.1 (*Order of Application*); and
 - (iii) any Bonds issued comply with the provisions of this Agreement.
- (b) The Bonds Agent shall not have any obligation under Clause 10 (*Effect of Insolvency Event*) in respect of amounts received or recovered by it unless (i) it has actual knowledge that the receipt or recovery falls within paragraph (a) above, and (ii) it has not distributed to the relevant Bondholders in accordance with the Terms and Conditions any amount so received or recovered.
- (c) The Bonds Agent shall not be obliged to monitor performance by the ICA Group Companies, the Security Agent or any other Party to this Agreement or the Bondholders of their respective obligations under, or compliance by them with, the terms of this Agreement.

20. Collective Majority

20.1 Coordination with Collective Majority Senior Creditors

If, and for as long as, the New Debt is larger than the debt outstanding under the Bonds, the Bonds Agent and any representative of any New Debt Creditors shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Debt Creditors shall share its result from such procedure with the Bonds Agent. The Bonds Agent shall, based on such results, determine the decision of the Collective Majority Senior Creditors and act as the Senior Representative if not replaced with another representative appointed by the Collective Majority Senior Creditors.

20.2 Appointment of representative for the Collective Majority Senior Creditors

If, and for as long as, the New Debt is larger than the debt outstanding under the Bonds, each of the Senior Creditors hereby irrevocably appoints the Bonds Agent to act as Senior Representative. The Collective Majority Senior Creditors may, if requested by more than 10 per cent. of the Collective Majority Senior Creditors, replace the Bonds Agent as Senior Representative with a new representative. Such resolution shall be taken with a more than 50 per cent. majority requirement of all Senior Debt and a quorum of at least 20 per cent. of all Senior Debt. The Bonds Agent and the representatives of any New Debt shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Debt Creditors shall share its result from such procedure with the Bonds Agent.

21. Responsibility of the Representatives and the Agents

21.1 No action

- (a) Notwithstanding any other provision of this Agreement, no Representative and no Agent shall have any obligation to take any action under this

Agreement unless it is indemnified and/or secured to its satisfaction in respect of all costs, expenses and liabilities which it would in its opinion thereby incur (together with any associated VAT). No Representative and no Agent shall have an obligation to indemnify (out of its personal assets) any other person, whether or not a Party, in respect of any of the transactions contemplated by this Agreement. In no event shall the permissive rights of a Representative or an Agent to take action under this Agreement be construed as an obligation to do so.

- (b) Prior to taking any action under this Agreement any Representative and any Agent may request and rely upon an opinion of counsel or opinion of another qualified expert, at the expense of the Issuer.
- (c) Notwithstanding any other provisions of this Agreement or any other Senior Finance Document to which a Representative or an Agent is a party to, in no event shall a Representative or an Agent be liable for special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profits) whether or not foreseeable even if such Representative or Agent has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

21.2 Reliance on certificates

Each Representative and the Agents shall at all times be entitled to and may rely on any notice, consent or certificate given or granted by any Party without being under any obligation to enquire or otherwise determine whether any such notice, consent or certificate has been given or granted by such Party properly acting in accordance with the provisions of this Agreement.

21.3 No fiduciary duty

No Representative and no Agent shall be deemed to owe any fiduciary duty to any Secured Party, Shareholder Creditor or Intercompany Creditor (other than if expressly stated) and shall not be personally liable to any Secured Party, Shareholder Creditor or Intercompany Creditor if it shall in good faith mistakenly pay over or distribute to any Secured Party, Shareholder Creditor or Intercompany Creditor or to any other person cash, property or securities to which any other Secured Party, Shareholder Creditor or Intercompany Creditor shall be entitled by virtue of this Agreement or otherwise.

21.4 Debt assumptions

- (a) The Representatives and the Agents may rely on:
 - (i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

- (ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- (b) The Representatives and the Agents may assume, unless it has received notice to the contrary in its capacity as agent, that:
 - (i) no event of default or potential event of default, however described, has occurred (unless it has actual knowledge of a failure by an ICA Group Company to pay on the due date an amount pursuant to a Senior Finance Document);
 - (ii) no Super Senior Debt or Senior Debt have been accelerated;
 - (iii) any instructions or Enforcement Instructions received by it from a Representative or an Agent are duly given in accordance with the terms of the Senior Finance Documents, and, unless it has received actual notice of revocation, that those instructions or directions have not been revoked;
 - (iv) any right, power, authority or discretion vested in any Party or any group of creditors or Secured Parties has not been exercised; and
 - (v) any notice or request made by the Issuer is made on behalf of and with the consent and knowledge of all the ICA Group Companies.
- (c) The Representatives and the Agents may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.
- (d) The Representatives and the Agents may disclose to any other Party any information it reasonably believes it has received as Agent.
- (e) The Representatives and the Agents are not obliged to monitor or enquire whether any Event of Default (or an event that may lead to an Event of Default) has occurred.

21.5 Provisions survive termination

The provisions of this Clause 21 shall survive any termination of this Agreement.

21.6 Other Parties not affected

No provision of this Clause 21 shall alter or change the rights and obligations as between the other Parties in respect of each other. This Clause 21 is intended to afford protection to the Representatives or the Agents only.

21.7 Confirmation

Without affecting the responsibility of any ICA Group Company for information supplied by it or on its behalf in connection with any Senior Finance Document, each

Secured Party (other than any Representative (in its personal capacity) and the Security Agent) confirms that it:

- (a) has made, and will continue to make, its own independent appraisal of all risks arising under or in connection with the Senior Finance Documents (including the financial condition and affairs of the Group and the nature and extent of any recourse against any Party or its assets); and
- (b) has not relied on any information provided to it by the Representatives in connection with any Senior Finance Document.

21.8 Provision of information

No Representative and no Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party. No Representative and no Agent is responsible for:

- (a) providing any Secured Party with any credit or other information concerning the risks arising under or in connection with the Senior Finance Documents (including any information relating to the financial condition or affairs of any ICA Group Company or the nature or extent of recourse against any Party or its assets) whether coming into its possession before, on or after the date of this Agreement; or
- (b) obtaining any certificate or other document from any ICA Group Company.

21.9 Disclosure of information

The Issuer irrevocably authorises any Representative and any Agent to disclose to any Secured Party any information that is received by the Representative or the Agent in its capacity as Representative or Agent.

21.10 Illegality

- (a) Each Representative and each Agent may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.
- (b) Furthermore, each Representative and each Agent may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

22. Information

22.1 Notification of prescribed events

If a default (however described) is continuing, an Event of Default occurs or ceases to be continuing, or if an Acceleration Event occurs:

- (a) the relevant Representative shall upon becoming aware of the same notify the other Representatives and the Security Agent; and
- (b) the Security Agent shall, upon receiving that notification, notify each other Representative and each Hedge Counterparty.

22.2 Amounts of Debt

Each Representative, the Hedge Counterparties, the Shareholder Creditors and the Intercompany Creditors will on written request by any of the others or the Security Agent from time to time notify the others and the Security Agent in writing of details of the amount of its outstanding Debt.

22.3 Hedge Counterparty

- (a) Each Hedge Counterparty shall on request by the Super Senior RCF Creditor or the Security Agent from time to time notify the Super Senior RCF Creditor and the Security Agent of the Notional Amount (as defined in the relevant Hedging Agreement) of each Hedging Agreement to which it is a party and the residual maturity of each such Hedging Agreement.
- (b) If any Hedge Counterparty does not promptly on request notify the Super Senior RCF Creditor and the Security Agent of any matter pursuant to paragraph (a) above, the Super Senior RCF Creditor and the Security Agent may assume that the Notional Amount (as defined in the relevant Hedging Agreement) of each relevant Hedging Agreement is that set out in that Hedging Agreement and may calculate the residual maturity of each relevant Hedging Agreement by reference to that Hedging Agreement.

22.4 Dealings with Security Agent and other Representatives

- (a) Each Super Senior RCF Creditor shall deal with the Security Agent exclusively through its Representative.
- (b) Each Bondholder shall deal directly with the Bonds Agent and the Bonds Agent shall deal directly with the Security Agent.
- (c) Each New Debt Creditor shall deal with the Security Agent exclusively through its Representative.

23. Limitation on obligations

- (a) Notwithstanding anything to the contrary in this Agreement or the other Senior Finance Documents, the liability of any ICA Group Company (other than the Issuer) incorporated in Sweden under this Agreement and any Transaction Security shall be limited if (and only if) and to the extent required by an application of the provisions of Chapter 17 of the Swedish Companies Act ((Sw. *Aktiebolagslagen*) (2005:551)) regulating prohibited loans and guarantees and distribution of assets (including profits and dividends and any other form of transfer of value (Sw. *värdeöverföring*)) and Chapter 21 of the Swedish Companies Act regulating prohibited loans, guarantees and financial assistance within the meaning of the Swedish Companies Act also taking into account any other security granted and/or guarantee given by the ICA Group Company. It is agreed that the Transaction Security only applies to the maximum extent permitted by the above mentioned provisions of the Swedish Companies Act.
- (b) Notwithstanding anything to the contrary in this Agreement or the other Senior Finance Documents, the liability of any ICA Group Company (other than the Issuer) incorporated in Finland under this Agreement and any Transaction Security shall be limited if (and only if) and to the extent required by an application of the mandatory provisions of the Finnish Companies Act (Fin: *osakeyhtiölaki*, (624/2006, as amended)) regulating (i) unlawful financial assistance, as provided in Chapter 13, Section 10 of the Finnish Companies Act, (ii) distribution of assets, as provided in Chapter 13, Section 1 of the Finnish Companies Act or (iii) other applicable mandatory provisions of Finnish corporate law and it is understood that the liability of each ICA Group Company incorporated in Finland under this Agreement and the other Senior Finance Documents only applies to the extent permitted by the above mentioned provisions of the Finnish Companies Act.
- (c) Notwithstanding anything to the contrary in this Agreement or the other Senior Finance Documents, the liability of any ICA Group Company (other than the Issuer) incorporated in Sweden under this Agreement and any Transaction Security shall be deemed to have been given only to the extent such guarantee or security interest does not violate Sections 8-7 and 8-10 of the Norwegian Companies Act 1997 (the Companies Act) regulating unlawful financial assistance and other prohibited loans, guarantees and joint and several liability as well as providing of security, and the liability of an ICA Group Company incorporated in Norway only applies to the extent permitted by such provisions of the Companies Act. To the extent applicable, each ICA Group Company incorporated in Norway also irrevocably waives all its rights under the provisions of the Norwegian Financial Agreements Act of 25 June 1999 no. 46 (not being mandatory provisions), including (without limitation) the rights set out in Sections 62 through 74 of that act.

24. Changes to the Parties

24.1 Assignments and Transfers by Creditors

No Secured Party, Shareholder Creditor or Intercompany Creditor may assign or transfer any of its rights or obligations under this Agreement or any Debt Document to, or in favour of, any person unless such assignment or transfer is made in accordance with the terms of the relevant Debt Document (and, in relation to Shareholder Debt or Intercompany Debt, that person is permitted or required to become an Shareholder Creditor or Intercompany Creditor by the Senior Finance Documents) and provided that such person executes and delivers a duly completed and signed ICA Group Company Accession Agreement or, where applicable, Creditor/Representative Accession Undertaking (except for the Bondholders) to the Security Agent. Such assignment or transfer will not be effective unless and until the Security Agent executes an ICA Group Company Accession Agreement or, where applicable, Creditor/Representative Accession Undertaking duly completed and signed on behalf of that person.

24.2 Assignment and Transfer by ICA Group Companies

No ICA Group Company may assign or transfer any of its rights or obligations under this Agreement or any Debt Document other than pursuant to Clause 17 (*Release of Security*).

24.3 Accession of Additional ICA Group Companies

- (a) If any Group Company has any Liabilities under any Intercompany Debt to another Group Company whereby (i) the term of any such loan is at least twelve (12) months and (ii) the principal amount thereof is at least EUR 500,000, the Issuer shall procure that the Group Company providing and incurring those Liabilities shall (if not already a Party as an ICA Group Company) accede to this Agreement as an ICA Group Company, in accordance with paragraph (b) below, on such date.
- (b) With effect from the date of acceptance by the Security Agent of an ICA Group Company Accession Agreement duly executed and delivered to the Security Agent by the new ICA Group Company or, if later, the date specified in the ICA Group Company Accession Agreement, the new ICA Group Company shall assume the same obligations and become entitled to the same rights as if it had been an original Party as an ICA Group Company.

24.4 Accession of Shareholder Creditors

- (a) If any Group Company has any Secured Obligations or any Liabilities to a Shareholder Creditor, the Issuer shall procure that the Shareholder Creditor to which such Liabilities are owed shall (if not already a Party as a Shareholder Creditor) accede to this Agreement as a Shareholder Creditor, in accordance with paragraph (b) below, on such date.

- (b) With effect from the date of acceptance by the Security Agent of a Creditor/Representative Accession Undertaking duly executed and delivered to the Security Agent by the new Shareholder Creditor or, if later, the date specified in the Creditor/Representative Accession Undertaking, the new Shareholder Creditor shall assume the same obligations and become entitled to the same rights as if it had been an original Party as a Shareholder Creditor.

24.5 Accession of New Debt Creditors under New Debt

In order for indebtedness under any credit facility to constitute "**New Debt**" for the purposes of this Agreement:

- (a) the Issuer shall designate that credit facility as a New Debt Facility and confirm in writing to the Secured Parties that the establishment of that New Debt Facility as New Debt under this Agreement will not breach the terms of any of its existing Senior Finance Documents;
- (b) each creditor in respect of that credit facility shall accede to this Agreement as a New Debt Creditor; and
- (c) the facility agent in respect of that credit facility shall accede to this Agreement as the Representative in relation to that credit facility pursuant to Clause 24 (Changes to the Parties).

24.6 Resignation of Agents

- (a) An Agent may resign and appoint one of its Affiliates acting through an office in Sweden as successor by giving notice to the other Representatives, the Hedge Counterparties and the Issuer.
- (b) Alternatively an Agent may resign by giving notice to the other Agents, the Hedge Counterparties and the Issuer, in which case the other Agents (after consultation with the Issuer) may appoint a successor Agent.
- (c) If the Agents have not agreed upon and appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Issuer) may appoint a successor Agent.
- (d) The retiring Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Agent under the Senior Finance Documents and this Agreement.
- (e) The resignation notice of an Agent shall only take effect upon the appointment of a successor.
- (f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of this Agreement provided however

that a retiring Security Agent shall remain entitled to the benefit of Clause 18 (*Role of the Security Agent*) and 26.5 (*Indemnity to the Security Agent*).

- (g) A successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) Notwithstanding paragraphs (a)–(g) above:
 - (i) resignation and appointment of the Security Agent is subject to the approval by the Bonds Agent, the Super Senior Creditors and any New Debt Creditors. The Bonds Agent shall be authorised (in its sole discretion) to grant such consent without any approval or consent from the Bondholders;
 - (ii) notwithstanding paragraph (i) above, the Original Security Agent may resign as Security Agent once the Bonds have been redeemed without any prior approval or consent (for the avoidance of doubt even if any other Secured Obligations are outstanding); and
 - (iii) resignation and appointment of an Agent shall always be made in accordance with the Senior Finance Documents.

24.7 Change of Super Senior RCF Creditor

- (a) A Super Senior RCF Creditor may assign any of its rights or transfer any of its rights and obligations in respect of any Super Senior RCF Documents or the Liabilities if that assignment or transfer is in accordance with the terms of the Super Senior RCF.
- (b) Upon a refinancing of the Super Senior RCF which is permitted by the Senior Finance Documents, the Super Senior RCF Creditor will be replaced by the agent appointed in respect of such replacement Super Senior Debt.

24.8 Execution and Notification by Security Agent

- (a) Each Party (other than the relevant acceding person) irrevocably authorises the Security Agent to execute on its behalf any ICA Group Company Accession Agreement and any Creditor/Representative Accession Undertaking which has been duly completed and signed on behalf of the relevant acceding person in accordance with this Agreement.
- (b) The Security Agent shall notify the other Parties promptly of the receipt and execution by it on their behalf of any ICA Group Company Accession Agreement and any Creditor/Representative Accession Undertaking.

25. Notices

25.1 Communications in Writing

Any communication or document to be made or delivered under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made or delivered by e-mail or letter.

25.2 Addresses

The address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

- (a) in the case of the Issuer, the Original Super Senior RCF Creditor, the Original Bonds Agent and the Original Security Agent, that identified with its name below;
- (b) in the case of any Original ICA Group Company, that identified with the Issuer's name below; and
- (c) in the case of each Shareholder Creditor, New Debt Creditor and Intercompany Creditor, that notified in writing to the Security Agent on or prior to the date on which it becomes a Party,

or any substitute address, e-mail or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

25.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
 - (i) if by way of e-mail, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 25.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

- (c) A notice given by e-mail which is dispatched after close of business at the place of receipt, or on a day which is not a Business Day, will be deemed to have been given on the next Business Day.

25.4 Notification of Address and E-mail Address

Promptly upon receipt of notification of an e-mail address and postal address or change thereof pursuant to Clause 25.2 (*Addresses*) or changing its own e-mail address or postal address, the Security Agent shall notify the other Parties.

25.5 English Language

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

26. Expenses and Indemnities

26.1 Secured Party Expenses

To the extent not already paid under another Debt Document, each ICA Group Company, each Shareholder Creditor and each Intercompany Creditor will, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including external legal fees) incurred by that Secured Party in connection with the enforcement or preservation of that Secured Party's rights against that ICA Group Company, Shareholder Creditor or Intercompany Creditor under this Agreement.

26.2 Security Agent Expenses

The Issuer shall promptly on demand pay the Security Agent the amount of all reasonable costs and expenses (including external legal fees) incurred by it in connection with the administration, preservation, enforcement or release of any Guarantee or any Security created pursuant to any Transaction Security Document.

26.3 Secured Parties' Indemnity to the Security Agent

Each other Secured Party shall (in proportion to its share of the Debt then outstanding to all the Debt then outstanding and/or available for drawing under the relevant Senior Finance Documents) indemnify the Security Agent, within three Business Days of demand, against any cost, loss or liability incurred by the Security Agent (otherwise

than by reason of its gross negligence or wilful misconduct) in acting as Security Agent under the Senior Finance Documents (unless it has been reimbursed by an ICA Group Company pursuant to a Senior Finance Document).

26.4 Deduction from Amounts Payable by the Security Agent

If any Party owes an amount to the Security Agent under the Senior Finance Documents or this Agreement, the Security Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Security Agent would otherwise be obliged to make under the Senior Finance Documents or this Agreement and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Senior Finance Documents or this Agreement that Party shall be regarded as having received any amount so deducted.

26.5 Indemnity to the Security Agent

The Issuer shall promptly indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is an event of default or potential event of default, however described;
- (b) acting or relying on any notice, request or instruction which it believes to be genuine, correct and appropriately authorised;
- (c) the protection or enforcement of the Transaction Security,
- (d) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent by the Senior Finance Documents or by law; or
- (e) any default by any Group Company in the performance of any of the obligations expressed to be assumed by it in the Senior Finance Documents.

26.6 Currency Indemnity

- (a) If any Recoveries or any other payment required to be paid by any Shareholder Creditor, Intercompany Creditor, Intercompany Debtor or ICA Group Company under this Agreement (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
 - (i) making or filing a claim or proof against that Shareholder Creditor, Intercompany Creditor, Intercompany Debtor or ICA Group Company; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Shareholder Creditor, Intercompany Creditor, Intercompany Debtor or ICA Group Company shall as an independent obligation, within three Business Days of demand, indemnify the Security Agent and, until the Final Discharge Date, the Representatives against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Shareholder Creditor, Intercompany Creditor, Intercompany Debtor and ICA Group Company waives any right they may have in any jurisdiction to pay any amount under this Agreement in a currency or currency unit other than that in which it is expressed to be payable.

27. Amendments and waivers

- (a) No term of this Agreement may be amended or waived except with the prior written consent of the Representatives (until the Final Discharge Date).
- (b) Subject to Clause 4.2 (*Amendments and Waivers*), each Secured Party may amend or waive the terms of the finance documents for the Secured Obligations owed to such Secured Party (other than this Agreement or any Security Document and the Guarantee and Adherence Agreement) in accordance with their terms at any time.
- (c) No amendment or waiver may be made or given to the extent it has the effect of changing or which relates to an amendment to any material term of this Agreement (including to the order of priority or subordination under this Agreement) without the prior written consent of the Bonds Agent, the Representatives and the Security Agent (until the Final Discharge Date).
- (d) The prior consent of the Representatives is required to authorize any amendment or waiver of, or consent under, any Transaction Security or Guarantee which would adversely affect the nature or scope of the security assets or the manner in which the proceeds of enforcement of the Transaction Security and Guarantees are distributed.
- (e) The consent of a Hedge Counterparty is not required for any amendment or waiver of a term of this Agreement which does not directly affect the rights or obligations of that Hedge Counterparty.
- (f) The consent of an ICA Group Company, Shareholder Creditor, Intercompany Debtor or an Intercompany Creditor is not required for any amendment or waiver of a term of this Agreement except if the amendment or waiver may impose new or additional obligations on or withdraw or reduce the rights of such ICA Group Company, Shareholder Creditor, Intercompany Debtor or Intercompany Creditor.
- (g) Any amendment or waiver made in accordance with this Clause 27 will be binding on all Parties and the Security Agent may effect, on behalf of any

Representative or Secured Party, any amendment or waiver permitted by this Clause 27.

28. Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Shareholder Creditor or Intercompany Creditor any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

30. Force Majeure and Limitation of Liability

- (a) A Secured Party shall not be held responsible for any damage arising out of any Finnish or foreign legal enactment, or any measure undertaken by a Finnish or foreign public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Secured Party takes such measures, or is subject to such measures.
- (b) Any damage that may arise in other cases shall not be indemnified by the Secured Parties if it has observed normal care. The Secured Parties shall not in any case be held responsible for any indirect damage. Should there be an obstacle as described above for the Secured Parties to take any action in compliance with this Agreement, such action may be postponed until the obstacle has been removed.

31. Counterparts

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

32. Governing Law

This Agreement is governed by Swedish law.

33. Enforcement

33.1 Jurisdiction

- (a) The courts of Sweden, with the City Court of Stockholm being the court of first instance, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").
- (b) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

The Original ICA Group Companies

Name of Original ICA Group Company	Registration number/business ID	Jurisdiction
HLRE Holding Oy <u>Oyj</u>	2611405-7	Finland
HLRE Group Oy	2607255-5	Finland
Vesivek Oy	0951383-0	Finland
<u>Vesivek Tuotteet Oy</u>	0432656-9	Finland
<u>(previously Nesco Oy</u> <u>Nesco Invest Oy)</u>	2394855-8	Finland
Vesivek Sverige AB	559043-6118	Sweden

Form of ICA Group Company Accession Agreement

To: [] as Security Agent

From: [ICA Group Company]

Dated: []

Dear Sirs

HLRE Holding OyOyj - Intercreditor Agreement originally dated 12 February 2021 (as amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is an ICA Group Company Accession Agreement. Terms defined in the Agreement have the same meaning in this ICA Group Company Accession Agreement unless given a different meaning in this ICA Group Company Accession Agreement.
2. [ICA Group Company] agrees to be bound by the terms of the Agreement as an ICA Group Company, Intercompany Creditor and Intercompany Debtor.
3. [Proposed ICA Group Company] is a company duly incorporated under the laws of [name of relevant jurisdiction].

[The amount which may be paid by [Proposed ICA Group Company] is subject to the following limitations:

[Guarantor limitation language to be inserted subject to local counsel advice.]

4. [ICA Group Company]'s administrative details are as follows:

Address:

E-mail:

Attention:

5. This ICA Group Company Accession Agreement is governed by Swedish law.

[Security Agent]

By:

Date:

Form of Creditor/Representative Accession Undertaking

To: *[Insert full name of current Security Agent]* as agent for itself and each of the other secured parties to the Intercreditor Agreement referred to below.

From: *[Acceding Creditor]*

HLRE Holding OyOyj - Intercreditor Agreement originally dated 12 February 2021 (as amended and restated from time to time) (the "Agreement")

THIS UNDERTAKING is made on *[date]* by *[insert full name of new Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor]* (the "**Acceding Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor**") in relation to the intercreditor agreement (the "**Intercreditor Agreement**") dated 12 February 2021 between, among others, HLRE Holding OyOyj as the Issuer, Nordic Trustee & Agency AB (publ) as Security Agent and the Secured Parties (each as defined in the Intercreditor Agreement). Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Undertaking, bear the same meanings when used in this Undertaking.

In consideration of the Acceding *[Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor]* being accepted as a *[Super Senior RCF Creditor/Hedge Counterparty/ New Debt Creditor/Representative/Shareholder Creditor]* for the purposes of the Intercreditor Agreement, the Acceding *[Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor]* confirms that, as from *[date]*, it intends to be party to the Intercreditor Agreement as a *[Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor]* and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a *[Super Senior RCF Creditor/Hedge Counterparty/New Debt Creditor/Representative/Shareholder Creditor]* and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to Intercreditor Agreement.

This Undertaking is governed by Swedish law.

THIS UNDERTAKING has been entered into on the date stated above.

[Acceding Creditor]

By:

Address:

E-Mail:

Accepted by the Security Agent

for and on behalf of

[Insert full name of current Security Agent]

Date:

[\[Signature pages included for notice purposes\]](#)

Signatures

The Issuer

HLRE Holding 

Name:

Name:

Address: Jasperintie 273, 33960 Pirkkala, Finland

E-mail: hanne.keidasto@vesivek.fi

Attention: Hanne Keidasto

The Original ICA Group Companies

HLRE Holding 

Name:

Name:

HLRE Group Oy

Name:

Name:

Vesivek Oy

Name:

Name:

[Vesivek Tuotteet Oy \(previously Nesco Oy\)](#)

Name:

Nesco Invest Oy

Name:

Vesivek Sverige AB

Name:

The Shareholder Creditors

Sentica Buyout IV Ky

Name:

Sentica Buyout IV Co-investment Ky

Name:

Mr. Kimmo Riihimäki

Name:

Mr. Timo Kautto

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

The Original Bonds Agent
Nordic Trustee & Agency AB (publ)

Name:

Name:

Address: Box 7329, 103 90 Stockholm

E-mail: sweden@nordictrustee.com

Attention: CEO

The Original Security Agent
Nordic Trustee & Agency AB (publ)

Name:

Name:

Address: Box 7329, 103 90 Stockholm

E-mail: sweden@nordictrustee.com

Attention: CEO

The Original Super Senior RCF Creditor

Danske Bank A/S, Finland Branch

Name:

Name:

Address: P.O. Box 1613, FI-00075 DANSKE BANK, Finland

E-mail: loanmanfi@danskebank.com

Attention: Loan Support

The Original Hedge Counterparty

Danske Bank A/S

Name:

Name:

Address: P.O. Box 1613, FI-00075 DANSKE BANK, Finland

E-mail: loanmanfi@danskebank.com

Attention: Loan Support

INVESTOR PRESENTATION

Schedule 5



VESIVEK

Investor Presentation

March 2024

Important information

Background

This investor presentation (this "**Presentation**") has been produced by HLRE Holding Oyj (the "**Issuer**"), and together with its direct and indirect subsidiaries from time to time, the "**Group**") solely for use in connection with the contemplated amendments to the terms and conditions of the Issuer's bonds with ISIN SE0015530712 (the "**Bonds**") originally entered into on 10 February 2021 and as amended from time to time (the "**Terms and Conditions**") with Pareto Securities AB as the manager (the "**Manager**") for the amendment process (the "**Transaction**"), and may not be reproduced or redistributed in whole or in part to any other person. This Presentation is for information purposes only and does not in itself constitute an offer to sell or a solicitation of an offer to buy any of the Bonds or a recommendation to vote in a specific manner in a written procedure or on a bondholders meeting. By attending a meeting where this Presentation is presented or by reading this Presentation slides, you agree to be bound by the following terms, conditions and limitations.

No liability

All information provided in this Presentation has been obtained from the Group or publicly available material. Although the Manager has endeavoured to contribute towards giving a correct and complete picture of the Group, neither the Manager nor any of its parents or subsidiaries or any such company's directors, officers, employees, advisors or representatives (collectively the "**Representatives**") shall have any liability whatsoever arising directly or indirectly from the use of this Presentation. Moreover, the information contained in this Presentation has not been independently verified, only a management interview has been carried out, and the Manager assumes no responsibility for, and no warranty (expressly or implied) or representation is made as to, the accuracy, completeness or verification of the information contained in this Presentation. This Presentation is dated March 2024. Neither the delivery of this Presentation nor any further discussions of the Group or the Manager with any of the recipients shall, under any circumstances, create any implication that there has been no change in the affairs of the Group since such date. The Group does not undertake any obligations to review or confirm, or to release publicly or otherwise to investors or any other person, any revisions to the information contained in this Presentation to reflect events that occur or circumstances that arise after the date of this Presentation.

Limited due diligence

Only a limited legal due diligence has been carried out with respect to the Group, by way of a management interview based on the management interview that was conducted in 2020 in connection with the primary issuance of the Bonds. Thus, there may be risks related to the Group which are not included in this Presentation and which could have a negative effect on the Group's operations, financial position, earnings and result.

Final risk factors to be provided

The limited legal due diligence in respect of the Group has not yet been concluded and this Presentation is therefore circulated without any risk factors and is subject to further legal due diligence review. No investment decision or decision in relation to the Transaction shall be made based on this Presentation. A final version of this Presentation (including final risk factors) will be provided following completion of the legal due diligence and each investor must ensure that they review the final risk factors prior to making any investment decisions or any decisions in relation to the Transaction.

No legal, credit, business, investment or tax advice

The Manager is not giving and is not intending to give financial, legal, credit, business, investment or tax advice to any holders of the Bonds (the "**Bondholders**"), and this Presentation shall not be deemed to be financial, legal, credit, business, investment or tax advice from the Manager to any Bondholder. The Bondholders should not base their decision to vote in a specific manner only on the basis of the information provided herein, and acknowledge that each Bondholder will be solely responsible for and rely on its own assessment of the amendments suggested to be made and their effects and that it will conduct its own analysis and be solely responsible for forming its own view of the potential effects of such amendments to the Bonds and the Terms and Conditions as is contemplated by the Transaction. The Bondholders are encouraged to request from the Issuer and other sources such additional information as they require to enable them to make informed voting decisions, to seek advice from their own legal, credit, business, tax and financial advisors and to exercise an independent analysis and judgment on the amendments, to ensure that they understand the proposed amendments to the Terms and Conditions and their effects and have made an independent assessment of the appropriateness of the amendments in light of their own objectives and circumstances, including the possible risks and benefits of entering into such amendments.

Several factors could cause the actual results, performance or achievements of the Group to be materially different from any future results, performance or achievements that may be expressed or implied by statements and information in this Presentation, including, among others, risk or uncertainties associated with the Group's business, segments, developments, growth, management, financing and market acceptance, and, more generally, general economic and business conditions, changes in domestic and foreign laws and regulations, taxes, changes in competition and pricing environments, fluctuations in currency exchange rate and interest rates and other factors. By attending a meeting where this Presentation is presented or by reading this Presentation, you acknowledge that you will be solely responsible for and rely on your own assessment of the market and the market position of the Group and that you will conduct your own analysis and be solely responsible for forming your own view of the potential future performance of the Group, its business and the Bonds and other securities as a result of the amendments pursuant to the Transaction. In particular, each Bondholder should:

- a) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds and the Transaction, the merits and risks of participating in and amending the terms of the Terms and Conditions as contemplated by the Transaction, and the information contained or incorporated by reference in this document or any applicable supplement;
- b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, the contemplated amendments pursuant to the Transaction and the impact other bonds will have on its overall investment portfolio;
- c) have sufficient financial resources and liquidity to bear all of the risks of the Transaction;
- d) understand thoroughly the contemplated amendments to the Terms and Conditions; and
- e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the relevant risks.

General restrictions on distribution

Neither this Presentation nor any copy of it or the information contained herein is being issued, nor may this Presentation, any copy of it or the information contained herein be distributed directly or indirectly, to or into Canada, Australia, Hong Kong, Italy, New Zealand, the Republic of South Africa, Japan, the Republic of Cyprus, the United Kingdom or the United States (or to any U.S. person (as defined in Rule 902 of Regulation S under the Securities Act)), or to any other jurisdiction in which such distribution would be unlawful, except as set forth herein and pursuant to appropriate exemptions under the laws of any such jurisdiction. Neither the Group nor the Manager or any of its Representatives have taken any actions to allow the distribution of this Presentation in any jurisdiction where any action would be required for such purposes. The distribution of this Presentation and any purchase of or application/subscription for Bonds or other securities of the Group may be restricted by law in certain jurisdictions, and persons into whose possession this Presentation comes should inform themselves about, and observe, any such restriction. Any failure to comply with such restrictions may constitute a violation of the applicable securities laws of any such jurisdiction. None the Manager or any of its Representatives shall have any liability (in negligence or otherwise) for any loss howsoever arising from any use of this Presentation or its contents or otherwise arising in connection with this Presentation. Neither the Group nor the Manager has authorised any offer to the public of securities, or has undertaken or plans to undertake any action to make an offer of securities to the public requiring the publication of an offering prospectus, in any member state of the European Economic Area and this Presentation is not a prospectus for purposes of the Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").

Important information, cont'd

Restrictions in the United Kingdom

In the event that this Presentation is distributed in the United Kingdom, it shall be directed only at persons who are either (a) "investment professionals" for the purposes of Article 19(5) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), (b) high net worth companies, unincorporated associations and other persons to whom it may lawfully be communicated in accordance with Article 49(2)(a) to (d) of the Order, or (c) persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Bonds may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**Relevant Persons**").

Any investment or investment activity to which this Presentation relates will be available only to Relevant Persons and will be engaged in only with Relevant Persons. This Presentation is not a prospectus for the purposes of Section 85(1) of the UK Financial Services and Markets Act 2000, as amended. Accordingly, this Presentation has not been approved as a prospectus by the Financial Conduct Authority (the "**FCA**") under Section 87A of the Financial Services and Markets Act 2000 and has not been filed with the FCA pursuant to the UK Prospectus Rules nor has it been approved by a person authorised under the Financial Services and Markets Act 2000.

Restrictions in the United States

This Presentation does not constitute or form part of an offer or solicitation to purchase or subscribe for securities in the United States. In the event that this Presentation is distributed in the United States, it shall be directed only at persons who are "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act ("**Rule 144A**") ("**QIBs**") in reliance upon Rule 144A under the Securities Act. The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction in the United States. Accordingly, the Bonds may not be offered, sold (directly or indirectly), delivered or otherwise transferred within or into the United States or to, or for the account or benefit of, U.S. Persons, absent registration or under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Bonds are being offered and sold only (i) outside the United States to persons other than U.S. persons ("**non-U.S. purchasers**", which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust)) in reliance upon Regulation S under the Securities Act ("**Regulation S**") and (ii) in the United States to QIBs in reliance upon Rule 144A under the Securities Act. As used herein, the terms "United States" and "U.S. person" have the meanings as given to them in Rule 902 of Regulation S under the Securities Act. By accepting receipt of this Presentation, you warrant and represent that (i) if you are located within the United States and/or a U.S. person or in the United States, you are a QIB, (ii) if you are a non-U.S. person, you are a Qualified Investor (as defined in the Prospectus Regulation (with cross-references therein)), or a Relevant Person (as defined on the previous page).

Conflict of interest

The Manager and/or its Representatives may hold shares, options or other securities of the Group and may, as principal or agent, buy or sell such securities. The Manager may have other financial interests in transactions involving these securities or the Group.

Target market

Solely for the purposes of the manufacturer's (as used herein, "**Manufacturer**" refers to the Manager) product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Bonds to eligible counterparties, professional clients and retail clients are appropriate.

Any person subsequently offering, selling or recommending the Bonds (a "**Distributor**") should take into consideration the Manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the Manufacturer's target market assessment) and determining appropriate distribution channels.

For the avoidance of doubt, the target market assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Bonds.

PRIPs regulation and prohibition of sales to EEA retail investors

As the Bonds are not deemed to fall within the scope of Regulation (EU) No 1286/2014 (as amended, the "**PRIPs Regulation**"), no PRIIPs Regulation key information document (KID) has been prepared.

Placement Fee

The Manager will be paid a fee by the Issuer in respect of the Transaction.

Forward looking statements

Certain information contained in this Presentation, including any information on the Group's plans or future financial or operating performance and other statements that express the Group's management's expectations or estimates of future performance, constitute forward-looking statements (when used in this document, the words "anticipate", "believe", "estimate", "expect" and similar expressions, as they relate to the Group or its management, are intended to identify forward-looking statements). Such statements are based on a number of estimates and assumptions that, while considered reasonable by management at the time, are subject to significant business, economic and competitive uncertainties. The Group cautions that such statements involve known and unknown risks, uncertainties and other factors that may cause the actual financial results, performance or achievements of the Group to be materially different from the Group's estimated future results, performance or achievements expressed or implied by those forward-looking statements.

Claims and legal disputes

Claims or legal action may in the future be made or initiated against the Group which may have significant unfavourable effects on the Group's financial position, performance and market position or on the pricing of the Bonds.

Audit review of financial information

Certain financial information contained in this Presentation has not been reviewed by the Group's auditor or any other auditor or financial expert. Hence, such financial information might not have been produced in accordance with applicable or recommended accounting principles and may furthermore contain errors and/or miscalculations. The Group is the source of the financial information, and none of the Manager or any of its Representatives shall have any liability (in negligence or otherwise) for any inaccuracy of the financial information set forth in this Presentation.

Governing law and jurisdiction

This Presentation is subject to Swedish law, and any dispute arising in respect of this Presentation is subject to the exclusive jurisdiction of Swedish courts.

Issuer overview

Issuer characteristics and description of confirmation and verification process

Issuer characteristics

Issuer overview

- HLRE Holding Oy ("**Vesivek**", the "**Issuer**" or together with its subsidiaries, the "**Group**") is a market leading roof renovation and installation provider for detached houses in Finland and Sweden
 - Additionally, the Group develops, manufactures and sells roofing profiles, rainwater systems, roof safety products and other ancillary products and provides drainage renovations

Ownership

- The main owner is Sentica Buyout IV Ky, a fund managed by Sentica Partners Oy (together with Sentica Buyout IV Co-Investment Ky the "**Sponsor**"). The Sponsor owns approximately 53% of the Issuer
 - The remaining 47% is owned by management, key employees and former board members, most notably founder and CEO Kimmo Riihimäki with an ownership of ~33%

Listing status

- The Group's shares are not publicly listed
- The Issuer's bonds are listed on Nasdaq Stockholm

Previous capital market experience

- The Issuer and the Group has previous capital market experience from the inaugural SEK 300m bond issue in February 2021
- The Sponsor has been involved in numerous capital market transactions, having issued bonds for e.g. Ropo Capital, Citec, Secto Automotive and Kotipizza, with equity listings of Pihlajalinna, Kotipizza and VMP Group (now Eezy)

Other Issuer characteristics

- Country of residency and headquarters: Finland
- Country of operations: Finland and Sweden

Confirmatory work conducted in connection with the written procedure

- In connection with the launch of the contemplated written procedure, the Issuer will conclude a bring down due diligence call, confirming to the Manager, amongst other things, that the marketing material in all aspects is complete, and that all matters relevant for evaluating the Issuer and the Bonds are properly disclosed in the marketing material
- The law firm Roschier Advokatbyrå AB ("**Roschier**") has acted as legal counsel to the Manager and has conducted a customary legal due diligence for a transaction of this nature
- The Manager has conducted several interviews with the management and the owners of the Issuer during the preparation phase to gain a better understanding of the relevant risks related to the business model, the market as well as financials

Overview of advisors to the Manager and the Issuer

- In addition to the customary legal due diligence, Roschier has also assisted the Manager in the drafting of various transaction documents, including the notice of written procedure and the contemplated changes to the terms and conditions
- The law firm Bird & Bird Oy has together with the Group's management updated the Group's risk factors
- KPMG Oy Ab is the auditor of the Group

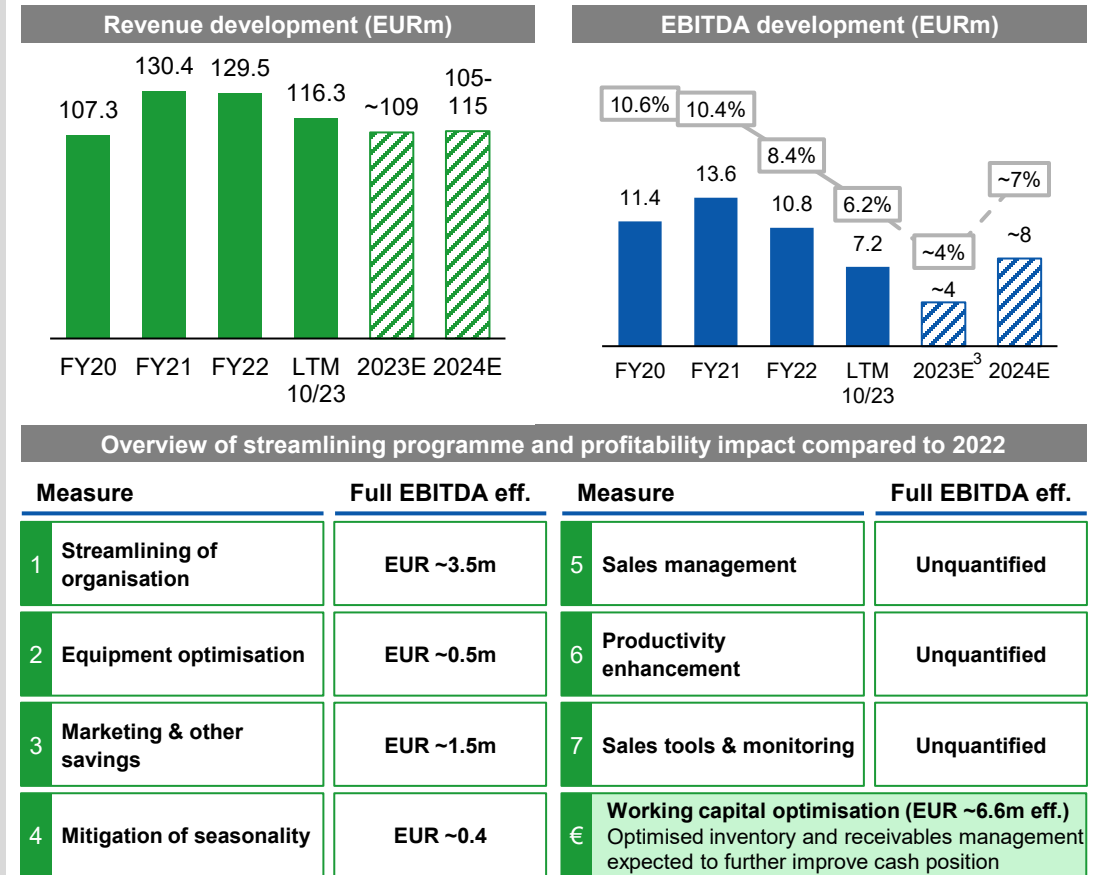
Executive summary

Challenging market situation has led to a weaker financial position for the upcoming maturity

Background

- Vesivek issued senior secured bonds with an outstanding volume of SEK 300m under a total framework of SEK 400m in February 2021 (ISIN SE0015530712)
- The Group has since started to face challenges with decreasing demand stemming from decreasing household disposable income, driven by i.a. increasing interest rates and inflation, leading to a drop in top line and profitability
 - Consequently, the Group is also close to its maintenance covenant of 4.0x, with net leverage as per 10/23 standing at 3.94x according to bond terms
- To adapt to the new market situation the Group has initiated a streamlining programme, expected to lead to cost savings of up to EUR 2.8 million before FY2023 end and additionally EUR 3 million before FY2024 end, and working capital improvements of EUR 6.6 million prior to FY2024 end (of which currently EUR ~5.4 million have been realised)
 - EBITDA is forecasted to bottom out in Q1'24, with expected gradual improvements on LTM basis each quarter going towards the end of 2024 and beyond
- Due to the short time frame until the final maturity of the bonds and the current financial performance of the Group, a refinancing was deemed challenging
 - Thus, in October 2023, Vesivek initiated discussions with the largest holder of the Group's outstanding bonds, representing approximately 66.7% of the votes, to explore the possibility of amending certain provisions of the Terms and Conditions, including i.a. a maturity extension
 - Due to the Group's deteriorating performance the negotiations were prolonged from what was initially envisaged, as they were successfully concluded in early 2024
 - However, due to certain practical aspects, the maturity of bonds were extended by one month on February 5, 2024, in order to provide time to finalize the updated documentation
- Now, the long-term proposal has been finalised and is available at the end of the presentation, with main concessions to bondholders being an equity injection¹ of EUR 3m by the main owners, increased margin to 7.85%² (from 6.60%), inclusion of a minimum liquidity covenant, an adjusted call structure incentivising earlier repayment and a consent fee of 1.50% to be added to the applicable call premium

Key financials, leverage development and streamlining programme



Notes: 1) In the form of a convertible shareholder loan. 2) Part of the interest will be postponed and subordinated to the convertible shareholder loan. Partial deferral of 30% of the margin is possible from May 2025 onwards. 3) The difference to the EBITDA forecast of EUR 5.5m presented in the background of the Notice of Written Procedure dated 30 January 2024 is related to auditor input regarding obsolete inventories, salary bookings and provisions for bad debt, having a significantly larger effect on EBITDA compared to management expectations and thus to a clearly lower EBITDA forecast.

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Introduction to Sentica Partners

Continued support to Vesivek through EUR 3m convertible shareholder loan

Sentica Partners in brief

sentica

- Sentica Partners is an independent private equity company focusing on investing in and developing small and medium-sized companies with a Finnish origin
- To date, Sentica has raised four buyout funds with a total of EUR 500 million in capital commitments from leading Finnish institutional investors and high-quality European fund of funds
- Since 2005, buyout funds managed by Sentica have completed 36 platform investments and their portfolio companies have made more than 100 bolt-on acquisitions
 - The current portfolio comprises 14 companies whilst 30 companies have been exited since 2004
- Sentica has a strong capital markets track record, with bond issues from companies like Ropo Capital, Secto Automotive, and Kotipizza
 - On the equity side companies include VMP (now part of Eezy), Kotipizza, and Pihlajalinna

The current situation and Sentica's view on Vesivek

- The investment in Vesivek was made from Sentica Buyout IV in 2014
 - Originally the fund's maturity was in May 2023, however Sentica has agreed with the investors on a one-year extension and is currently discussing alternatives beyond that
- In addition to Vesivek, the Buyout IV fund is invested in Coptersafety, Secto Automotive and TerraWise
 - Successful exits from the fund include: Ropo Capital, Chilit, Sisco and Func Food
 - The invested capital has been returned to the fund's investors and the investors are thus not in a hurry to close the fund, but would rather optimise the remaining exits
 - The undrawn capital amounts to approximately EUR 5 million (partly to be used for Vesivek as a convertible shareholder loan)
- Due to Vesivek's negative financial development and the subsequent streamlining programme in place, as well as declining market valuations, Sentica is not planning for an exit in the near future
 - Thus, Sentica is now looking for an exit when the financial performance is where it should be, which in Sentica's view is an IFRS EBITDA in the range of approximately EUR 13-16 million
- In connection with the contemplated amendment of terms, Sentica is prepared to inject EUR 3 million through a convertible shareholder loan into Vesivek together with the largest minority owner, founder and group CEO Kimmo Riihimäki

Strong capital markets track record

Selected bond issues



Selected equity issues



Sentica Partners' team of dedicated investment professionals



sentica
Mika Uotila
Managing Partner



sentica
Pentti Tuunala
Partner



sentica
Amal Molin
Investment Manager

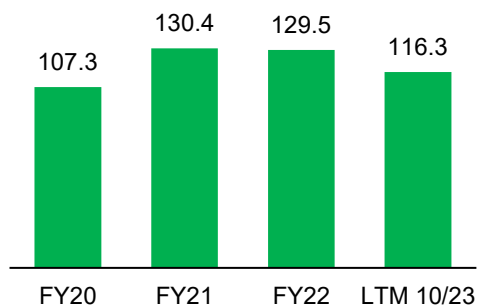
Refresher on Vesivek

Market leading roof renovation provider in Finland and Sweden

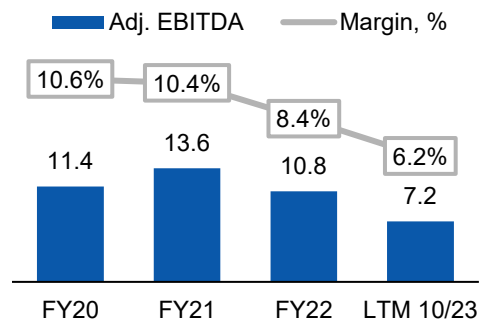
Vesivek at a glance

- Vesivek is a leading provider of roof renovation & installation and drainage renovation services primarily to detached houses in Finland and Sweden
 - The Group also develops, manufactures and sells rainwater systems and roof safety products, enabling control of a larger part of the value chain and keeping product margins in-house
- Vesivek was founded by CEO Kimmo Riihimäki in 1993, who is one of the major shareholders in the Group with an ownership of ~33%
- Completing over 13,000 renovations/installations per annum, the Group has excellent customer satisfaction and strong brand recognition
- After a strong expansion as the only player with nationwide coverage in Finland, a prerequisite to act as a supplier to larger detached housebuilders, Vesivek established its operations in Sweden in 2016, currently operating through three local offices
 - The Group currently has 17 units, of which 14 in Finland and three in Sweden
 - Vesivek operates a decentralised business model, which allows for local entrepreneurial spirit while leveraging the benefits of being a larger group

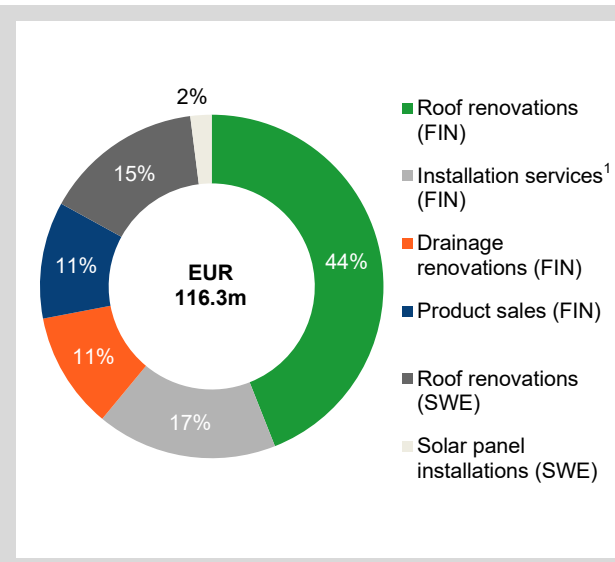
Revenue development (EURm)



EBITDA¹ development (EURm)



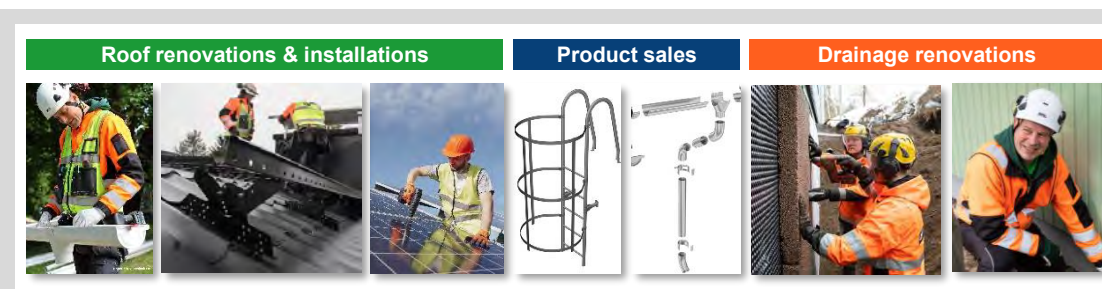
External sales split (LTM 10/23)



Geographical footprint



Products and services

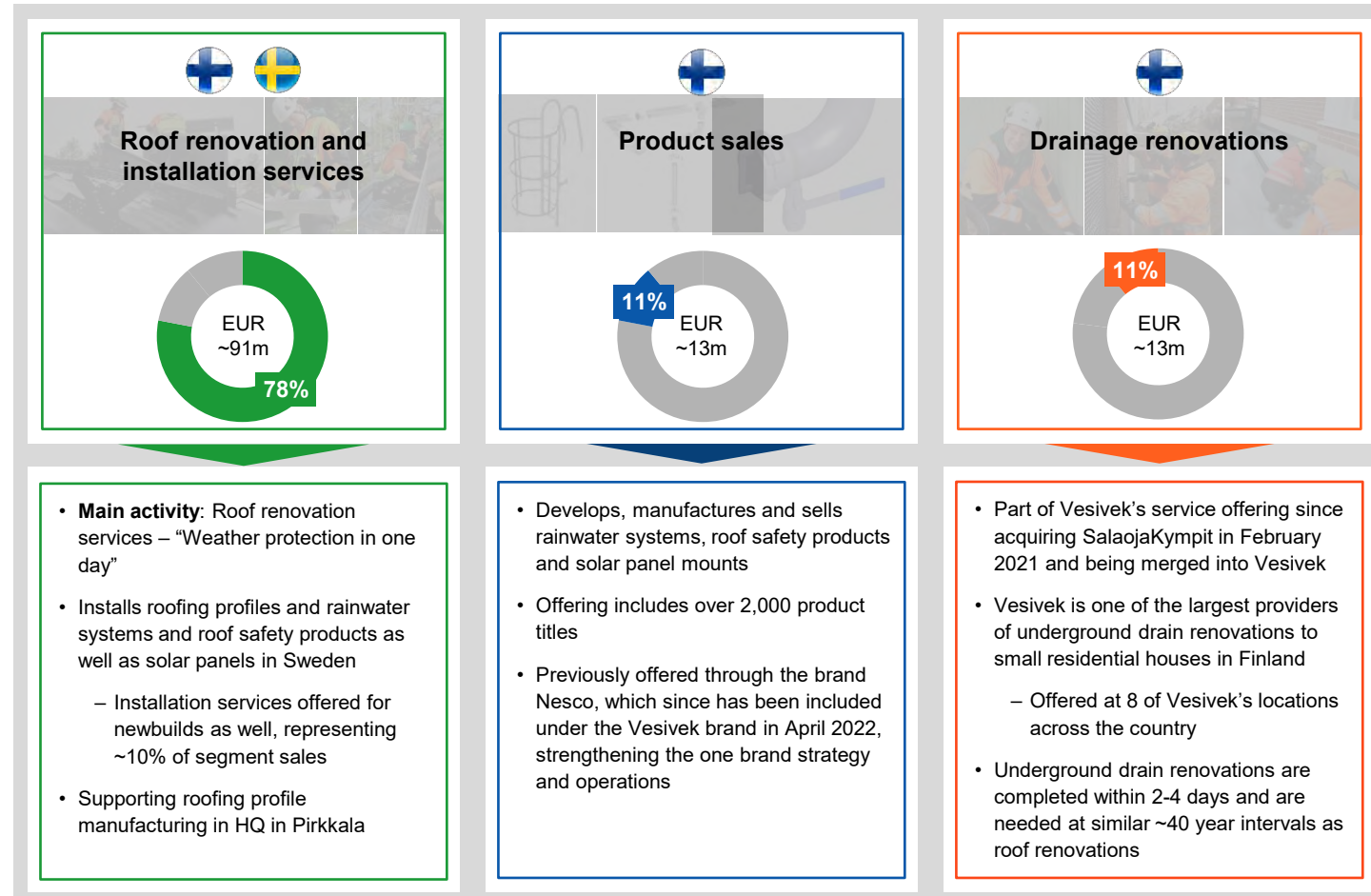


Notes: 1) Installation services refers to installation of rainwater and roof safety systems on the roof. 2) Also includes small scale manufacturing.

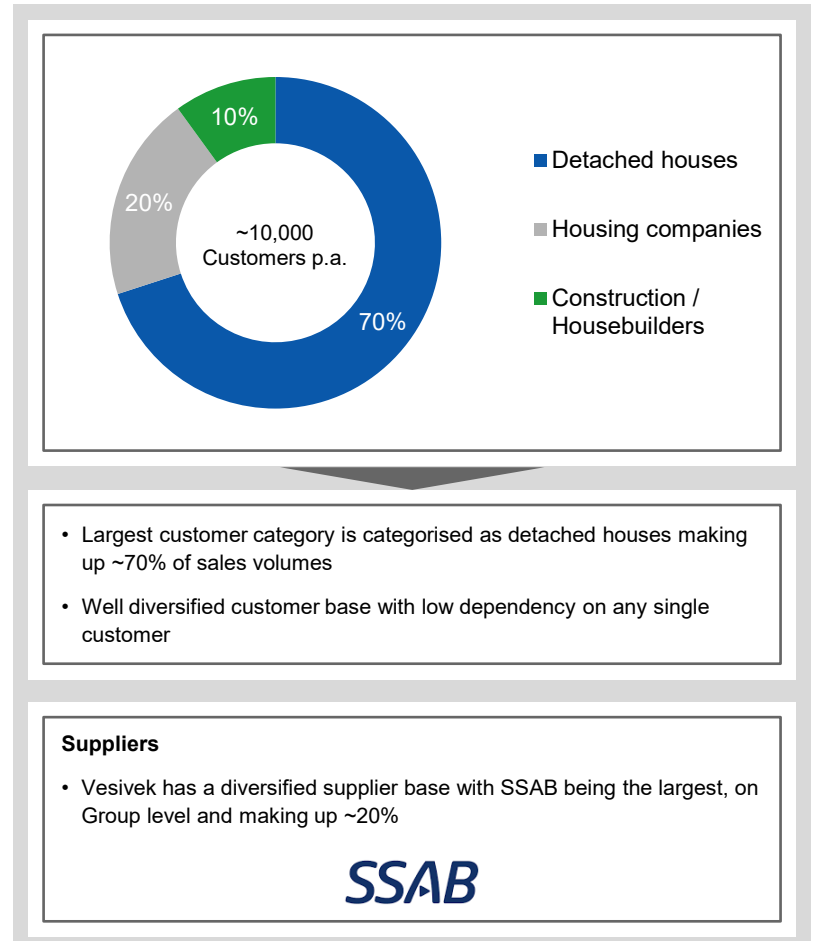
Overview of products and services

Roof renovation and installation services for detached houses is the core of Vesivek

Overview of Vesivek's product & service offering and share of LTM 10/23 Group revenues



Illustrative sales split per customer category



Standardised roof renovation concept

Limited single project risk with high quality deliveries ensured

Optimised staffing & logistics and minimised disturbance of the customer



Phase 1: Installation of scaffolding

- Scaffolding typically arrives at the renovation site one day prior to renovation start
- Scaffolding increases occupational safety and ergonomics as well as improves work efficiency and quality and has been used by Vesivek since 2018
 - Vesivek is the only operator using scaffolding in nearly all projects



Phase 2: Dismantling of old roof and installation of new roof

- 4-person crew removes the old roofing and installs the new roof
 - Done during one day, minimising disturbance of the customer
- Optimised logistics – a truck is used to transport the needed material to the site, for lifting the material to the roof and to transport the waste for recycling



Phase 3: Finishing of roof

- 2-person crew completes finishing work and installations on the day after the new roof was installed
 - Including e.g. installation of products such as rainwater systems and roof safety products such as ladders and snow stoppers
 - All tools, products and materials transported in standardised vans, no replenishments during the day



Phase 4: Dismantling of scaffolding

- Scaffolding dismantled the day after the roof has been finished

The entire roof renovation is often completed in four days

Low project risk and high quality deliveries



Customer contract specifies delivery during a certain month, which enables Vesivek to optimise employee utilisation and minimises weather risks for delivery

EUR ~7k

Low average project size, minimising single project risk

~13,000

Approximately 13,000 projects for more than 10,000 customers p.a., minimising single customer risk



As a pioneer in occupational safety Vesivek has been using scaffolding in nearly all projects since 2018

NPS = 60

Vesivek's Net Promoter Score typically varies between 55-60, and came in at 60 in August 2023¹, which is significantly higher than the construction industry average of ~43


92%

Recommendations typically range between 91-94%. As of August 2023, 92% of Vesivek's customers would recommend roof renovations based on customer satisfaction surveys

Contracts, pricing and incentives

Risk mitigating standard contract model with highly incentivised personnel

Standard contracts and pricing model



Vesivek

Vesivek's standard contracts for roof renovations for small residential houses

✓

Fixed price

40%

40% average computational project margin

4h

4h contingency margin

🛡️



Protection against cost overruns

📅

Flexible delivery date

Comments
<ul style="list-style-type: none"> Vesivek provides fixed price projects as it is a strong customer preference and an industry standard <ul style="list-style-type: none"> – A new roof is seen as a product rather than a project – The average computational project margin proposed by Vesivek is approximately 40% The Group includes a contingency margin of 4 hours of additional work in its contracts <ul style="list-style-type: none"> – Additional overruns, due to e.g. damaged roof structures, are rare. Overruns are compensated by the customers based on additional work hours required, protecting Vesivek's margins The customer contract specifies delivery during a certain month, which enables Vesivek to optimise employee utilisation and minimises weather risks for delivery

Incentivised personnel – large variable compensation component

Sales personnel	Installers
<div style="text-align: center; margin-bottom: 10px;">  </div> <ul style="list-style-type: none"> In April 2023 Vesivek introduced a new compensation model for sales employees <ul style="list-style-type: none"> – Base salary of EUR 1,500-2,500 per month depending on sales channel, plus a variable individual component based on profitability and work – Volume based bonus, determined by rolling 6-month sales accumulation, only including deals with proper time estimates Vesivek expects savings of EUR 800,000 p.a. from the new compensation model, assuming similar sales levels 	<div style="text-align: center; margin-bottom: 10px;">  </div> <ul style="list-style-type: none"> Installers are compensated on an hourly basis with a performance based bonus tied to the EBITDA of their operating unit Additionally Vesivek offers several other benefits to attract and retain employees, including e.g. <ul style="list-style-type: none"> – Training – no previous experience or education required – National unit networks ensures that workers always are home for the night – Strive to offer around the year working opportunities – Improved safety and ergonomics from scaffolding

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No alternative to renovation of end-of-life roof...



...ensuring structural demand for roof renovation independent of economic cycles

Need for roof renovation

- The need for renovation is driven by the technical lifetime of roofs
 - Technical lifetime means the time after construction or renovation when the performance requirement of the roof is met, i.e. when the roof is functioning properly
- The technical lifetimes for roofs vary between 30 and 80 years, depending on the type of roofing material
 - Roofs in Finland are mainly made of steel, whereas brick roofs are the most common type in Sweden
- Based on the construction year of small residential houses a stock of houses needing a roof renovation can be identified
- When the technical lifetime of a roof is coming towards the end, there is no alternative to a roof renovation for the house to remain habitable

Material	Technical lifetime (years)	Share of houses in Finland	Share of houses in Sweden
Machine-welded steel	~75	~10%	~5%
Other steel	~40	~50%	~15%
Concrete bricks	~40	~15%	~40%
Ceramic bricks	~80	~5%	~20%
Bitumen	~30	~10%	~15%
Other	~30	~10%	~5%
Average technical lifetime (years)		43.5	47.5

Market dynamics

Finland 	Sweden 
EUR ~260m¹	EUR ~500m¹
Market size	Market size
~500	~3,000
Active roof renovation suppliers	Active roof renovation suppliers
EUR ~1.1m	EUR ~0.5m
Average turnover of roof renovation suppliers	Average turnover of roof renovation suppliers
Active	Passive
Dominant sales model	Dominant sales model

Desire for roof renovation

- In addition to the need for a roof renovation there are a number of additional reasons for a consumer to desire a roof renovation
- By using an active sales model the roof renovation provider can create a desire with the consumer, increasing the number of renovations performed compared to the pure technical need for a renovation

Selected reasons for the desire for a roof renovation



Government subsidies – Both in Finland and Sweden the government offers tax credits for household expenses, including renovations



Improve air quality – Increased awareness among house owners of the effects and causes of poor air quality has increased the desire for roof renovations



Increase the value of the house – A house owner might want to increase the value of their house e.g. ahead of a sale of the property



Improve energy efficiency – Improving the energy efficiency of the roof will provide savings from heating costs in combination with the positive environmental impact



Improve the aesthetic of the house – Even if a roof is fulfilling its technical function house owners may want to update the look of their house



Improve safety – Although functioning, an old roof might not be up to date with modern safety standards, e.g. regarding snow guards

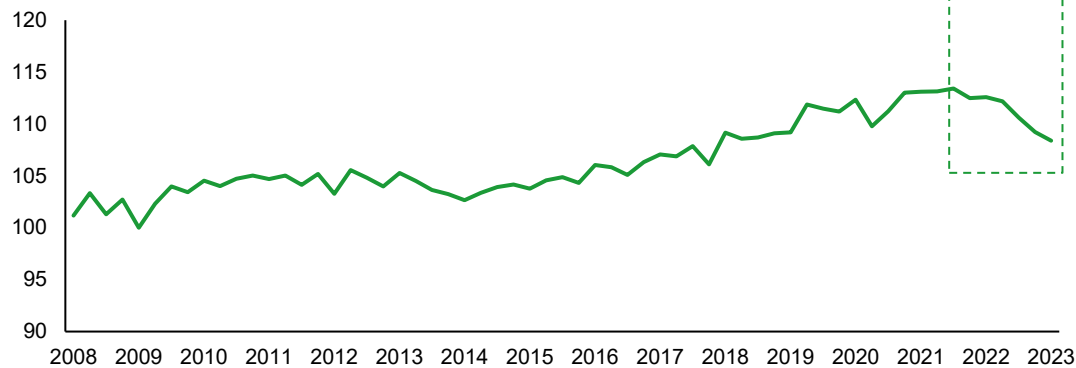
Note: 1) Only including roof renovation market for detached and semi-detached houses and housing companies of row houses.
Source: Company information.

Adverse market environment...

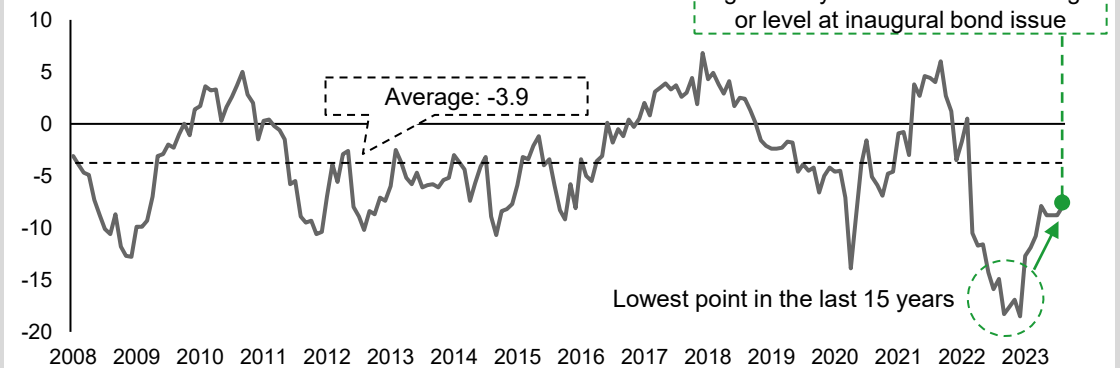
...leading to challenges converting structural demand to actual sales

Low consumer sentiment and decreasing disposable income among Finnish customers

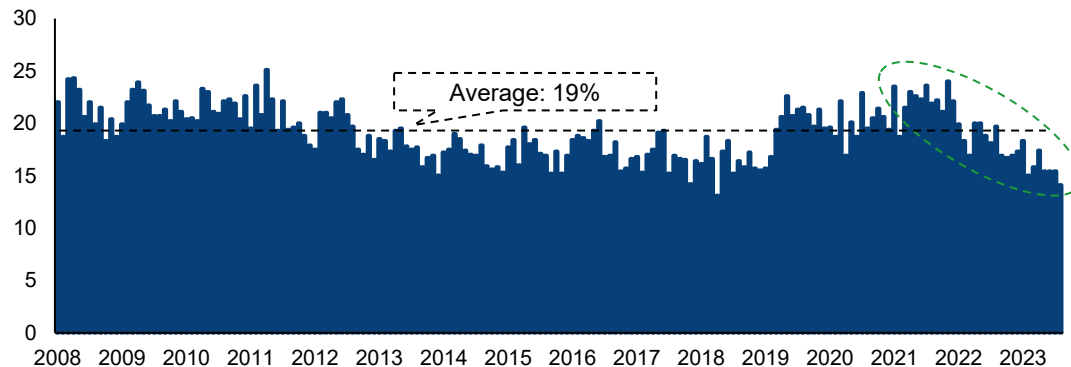
Indexed household disposable income in Finland



Finnish consumer sentiment



Finnish consumer intention to renovate apartment within 12 months, %



Key observations

- Since the inaugural bond issue by Vesivek in February 2021, the market environment for roof renovations has been increasingly challenging, which can be seen in a decline in demand from customers postponing necessary renovations as long as possible
- Finnish consumer sentiment recently reached its low point in the last 15 years and household disposable income has declined with 5% from October 2021 to March 2023
- The intention to renovate one's apartment within the coming 12 months amongst Finnish consumers has dropped from 24% in November 2021 to 14% in August 2023, representing a decline of ~10 pp. between the periods
- These factors combined with Vesivek's relatively expensive product, which often is financed by loans, that are increasingly harder for consumers to obtain, presents a challenging prospect for consumers in a high interest rate environment

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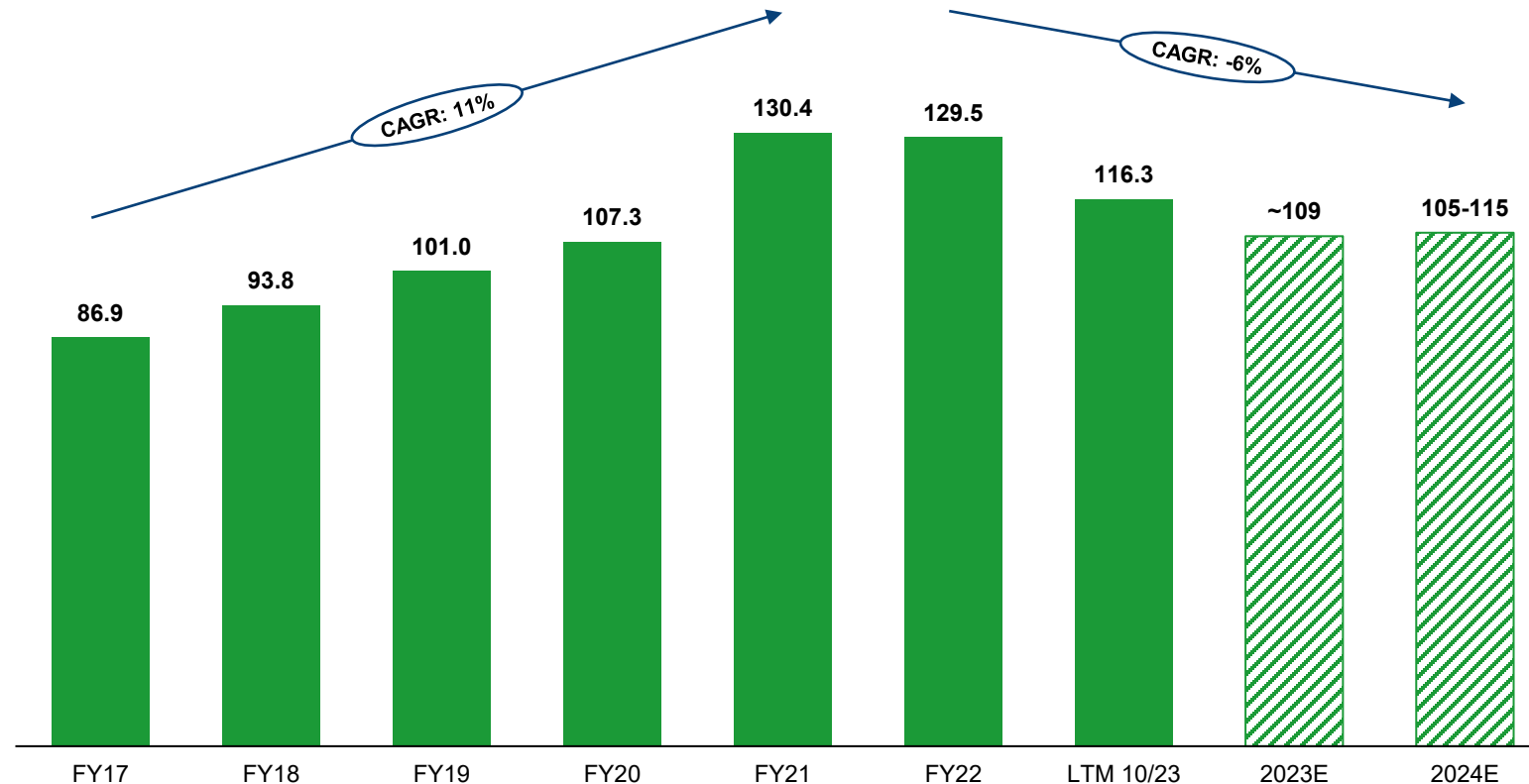
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Revenue development

Strong growth until consumers spending hit by inflation and increased interest rates

Long-term revenue development (EURm)



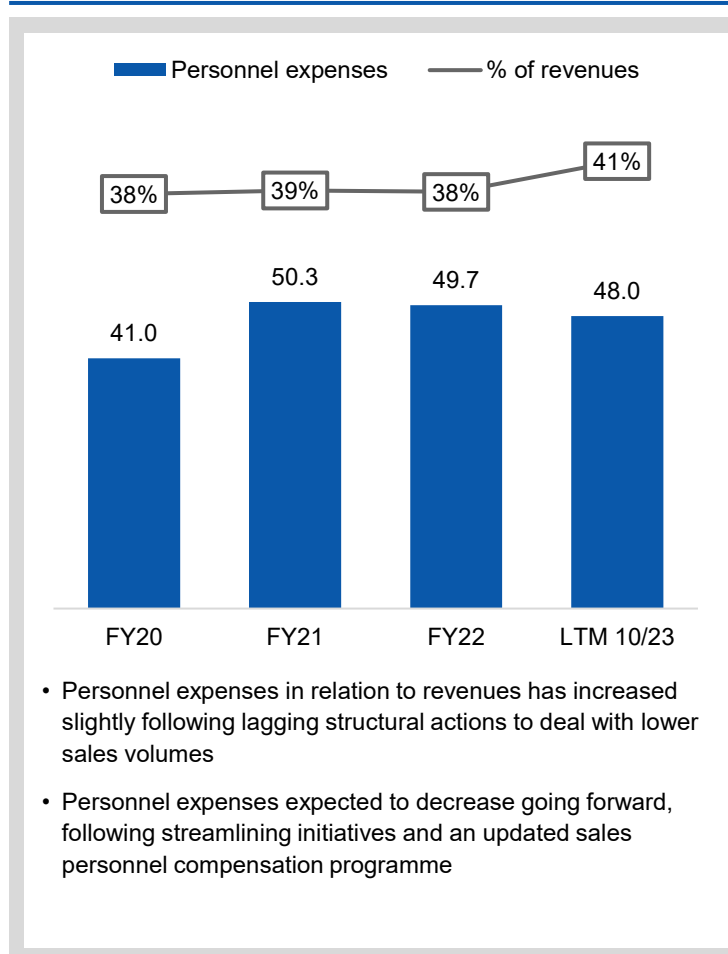
Comments

- Double digit revenue growth from FY2017 to FY2021 driven by the opening of new locations and rolling out additional services to the full national network of units
- A slight decrease in revenues from FY21 to FY22 was due to reduced sales efficiency. An absence of solid strategies to address the downturn has ultimately led to further decrease in the LTM 10/23 period
- Approximately 10% revenue drop from FY2022 to LTM 10/23, influenced by more cautious customer spending due to high inflation and increasing interest costs
- The majority of the decline in LTM 10/23 is due to workforce reductions from recent streamlining initiatives and closures with focus on profitable operations, resulting in a smaller installation workforce for the period
- Below average performance in the product sales division also had a negative effect on revenues in the period
- The launch of a new sales incentive programme caused some uncertainty within the sales force, which also resulted in lower-than-average sales for the LTM period
 - Frequent monitoring and optimisation of sales force expected to drive revenue generation going forward

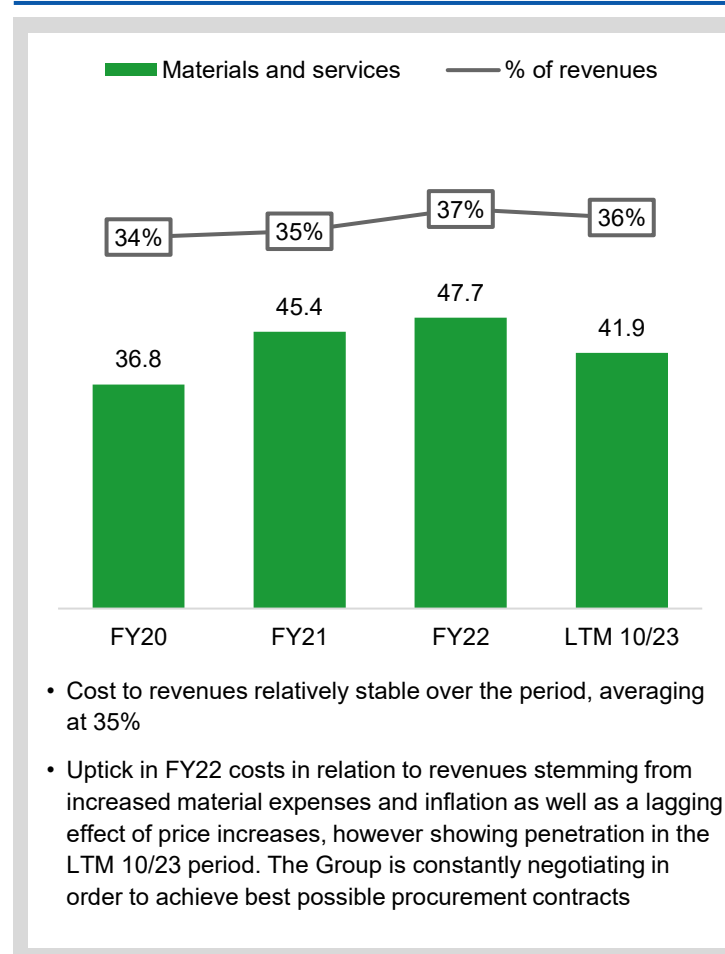
Cost overview

Stable cost base across all categories – measures implemented for further optimisation

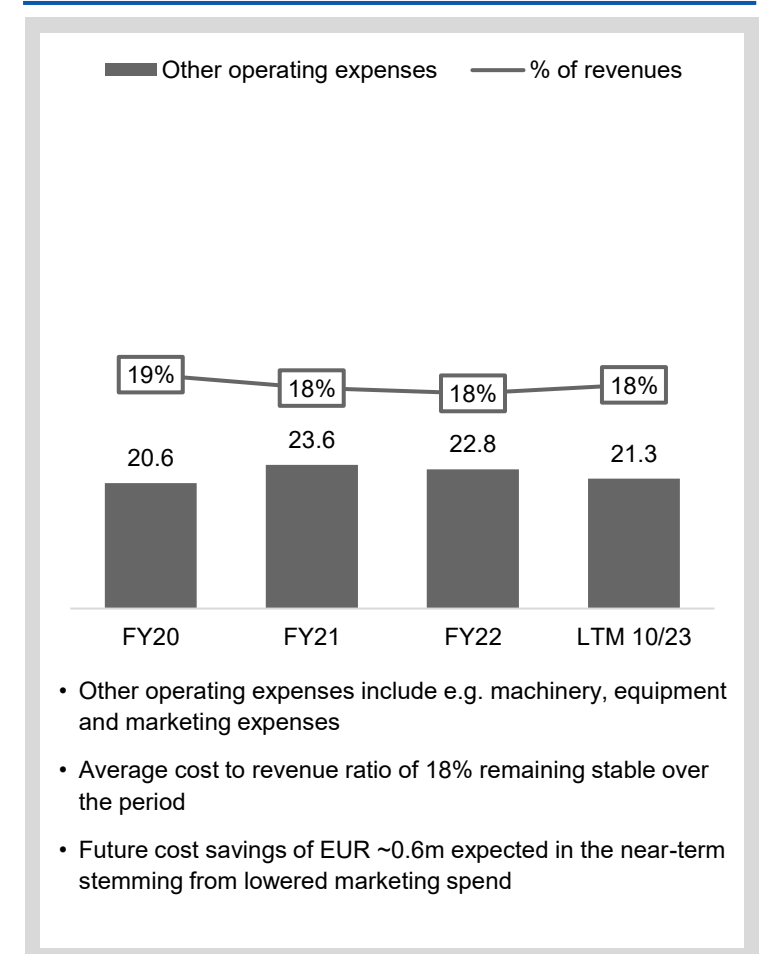
Personnel expenses (EURm)



Materials and services (EURm)



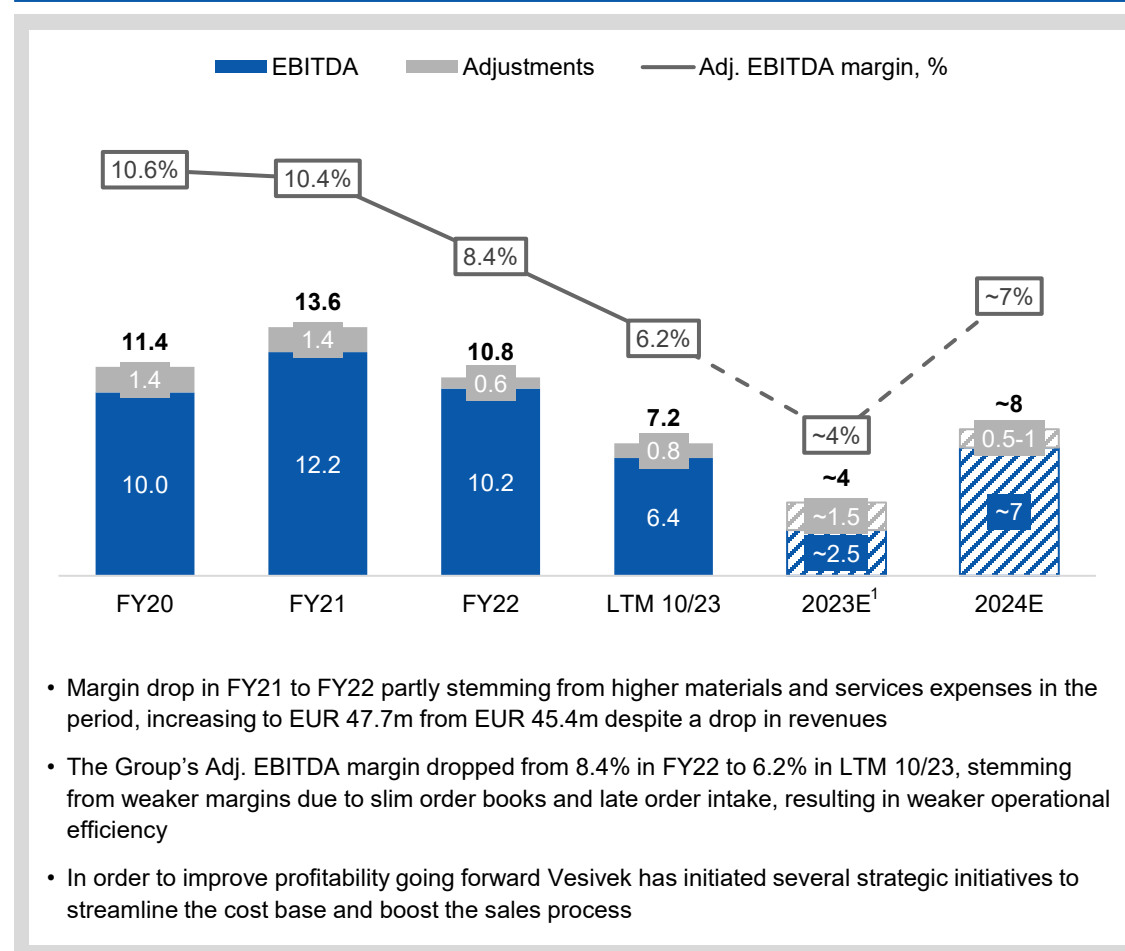
Other operating expenses (EURm)



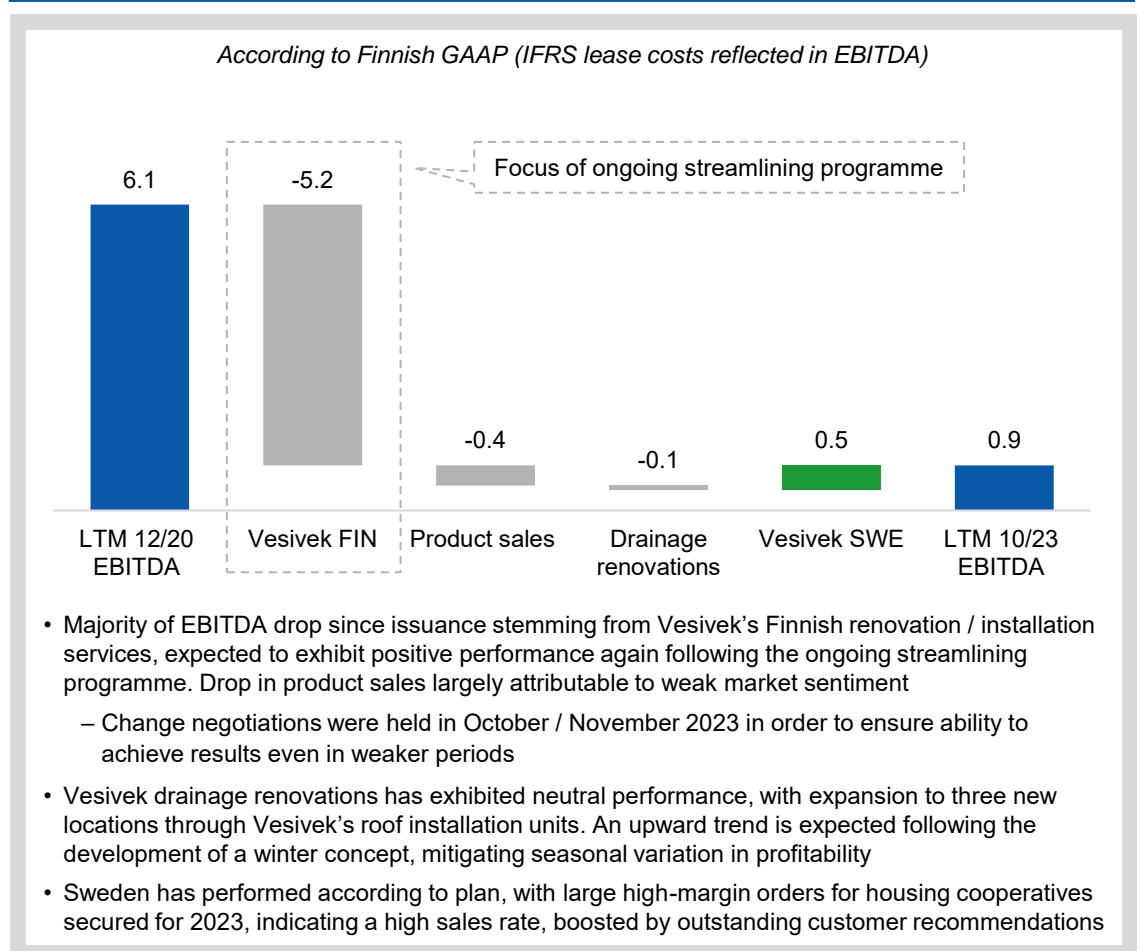
EBITDA development

Majority of decline stemming from Vesivek Oy whilst other divisions performing close to par

EBITDA and adjusted EBITDA-% development (EURm)



Finnish GAAP EBITDA bridge by division since bond issue (EURm)



Note: 1) The difference to the EBITDA forecast of EUR 5.5m presented in the background of the Notice of Written Procedure dated 30 January 2024 is related to auditor input regarding obsolete inventories, salary bookings and provisions for bad debt, having a significantly larger effect on EBITDA compared to management expectations and thus to a clearly lower EBITDA forecast.

Streamlining programme overview (1/2)

Total effect of EUR 5.8m on EBITDA FY2024E expected compared to 2022

Description of profitability and cost cutting improvement measures

1 Streamlining of organisation

- Rightsizing of the organisation following the changed market situation, first change negotiation initiative in May 2023, resulting in several dismissals and lay-offs as well as closing down the Oulu branch office in Tornio
- After the streamlining the Group will employ 720-730 people, compared to 836 in January 2023

2 Equipment and vehicle optimisation programme

- Optimising equipment utilisation, including divestment of old equipment and streamlining of personnel car fleet
- Executed through lower number of cars available for sales representatives, with some utilising their own cars going forward

3 Marketing and other savings

- Cost savings in rents, procurement, marketing, and other expense items. This includes renegotiation of contracts, campaign investments, and signing of national level agreements
- Marketing savings primarily achieved through decreased spending on TV, radio and digital campaigns, whilst fair and stand marketing will be slightly increased

4 Mitigation of seasonal variations

- Improvement in managing seasonal variations, focusing on reducing cumulative margin loss during the challenging months of December to March.
- Employee leave periods and utilisation of work time bank, introduced in spring of 2023

Expected effect on EBITDA '23E

EUR ~1.6m

EUR ~0.3m

EUR ~0.9m

-

Additional effect on EBITDA '24E

EUR ~1.9m

EUR 0.1-0.5m

EUR ~0.6m

EUR ~0.4m

Streamlining programme overview (2/2)

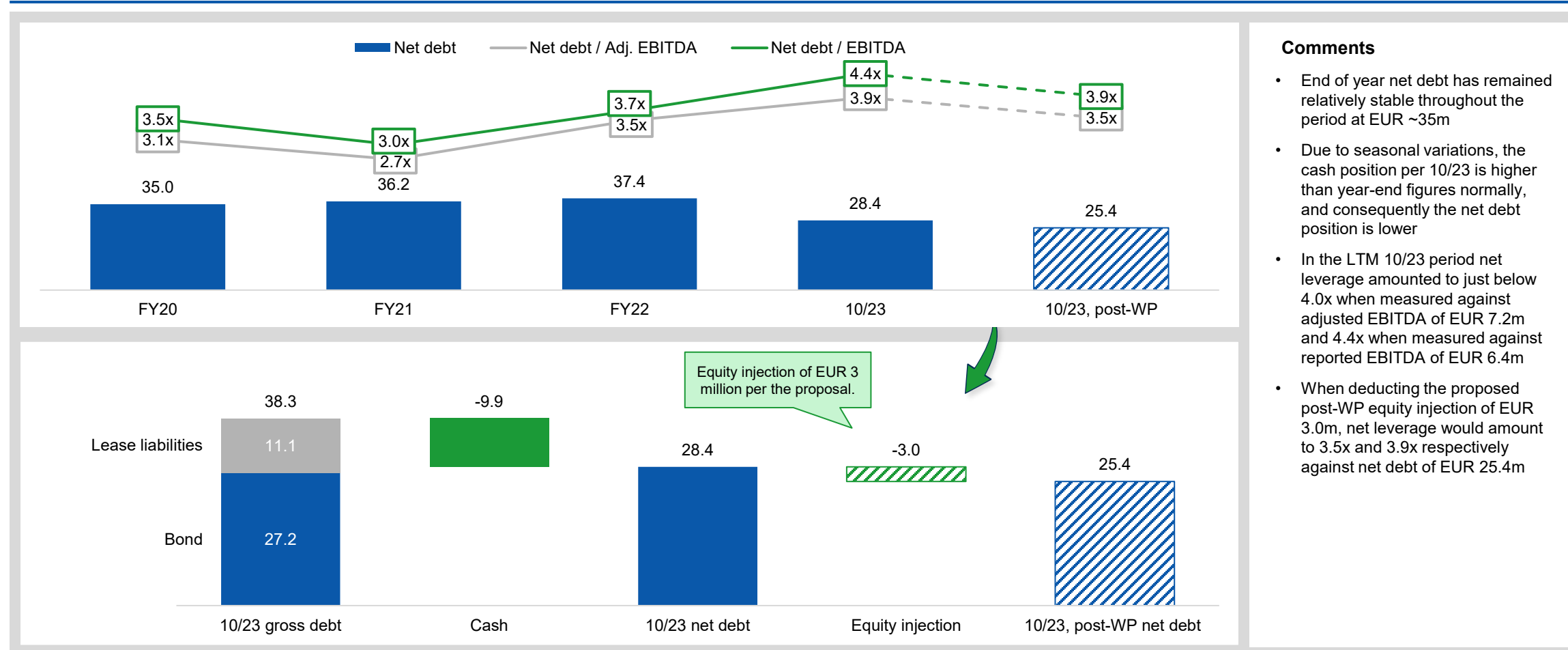
Total effect of EUR 5.8m on EBITDA FY2024E expected compared to 2022

Description of profitability and cost cutting improvement measures	Expected effect on EBITDA '23E	Additional effect on EBITDA '24E
<p>5 Sales management</p> <ul style="list-style-type: none"> Managing sales in a way that production capacity is utilised as fully as possible and profitability targets for units are maintained, achieved through active sales volume monitoring and increased upselling 	-	Unquantified
<p>6 Production productivity enhancement</p> <ul style="list-style-type: none"> Enhancement of productivity in installation operations, whilst ensuring steady workflow and utilisation through more dynamic pricing than before 	-	Unquantified
<p>7 Sales tools and monitoring</p> <ul style="list-style-type: none"> Improvement of sales productivity by utilising a customer management system (CRM) Increasing the number of customer relationships and improving the management of customer potential 	-	Unquantified
<p>TOTAL EBITDA EFFECT OF STREAMLINING PROGRAMME</p>	EUR ~2.8m	EUR ~3m
<p>8 Working capital optimisation</p> <ul style="list-style-type: none"> Implementation of working capital optimisation project, particularly through optimising inventories and managing accounts receivable. Mainly through increased receivables financing agreements and implementation of consignment stock procedure Shorter cash payment times combined with longer payment terms for procurement contracts 	<p>Effect on cash position</p> <p style="text-align: center;">EUR ~5.4m</p>	<p>Effect on cash position</p> <p style="text-align: center;">EUR ~1.2m</p>

Net leverage development

Close to maintenance covenant of 4.0x, streamlining programme ongoing

Net leverage to Adj. EBITDA and EBITDA ratio development (EURm)



Comments

- End of year net debt has remained relatively stable throughout the period at EUR ~35m
- Due to seasonal variations, the cash position per 10/23 is higher than year-end figures normally, and consequently the net debt position is lower
- In the LTM 10/23 period net leverage amounted to just below 4.0x when measured against adjusted EBITDA of EUR 7.2m and 4.4x when measured against reported EBITDA of EUR 6.4m
- When deducting the proposed post-WP equity injection of EUR 3.0m, net leverage would amount to 3.5x and 3.9x respectively against net debt of EUR 25.4m

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36-month extension with material concessions for bondholders

Background

- Vesivek issued senior secured bonds with an outstanding volume of SEK 300m under a total framework of SEK 400m in February 2021 (ISIN SE0015530712)
- The Group has since started to face challenges with decreasing demand stemming from decreasing household disposable income, driven by i.a. increasing interest rates and inflation, leading to a drop in top line and profitability
 - Consequently, the Group is also close to its maintenance covenant of 4.0x, with net leverage as per 10/23 standing at 3.94x according to bond terms
- To adapt to the new market situation the Group has initiated a streamlining programme, expected to lead to cost savings of up to EUR 2.8 million before FY2023 end and additionally EUR 3 million before FY2024 end, and working capital improvements of EUR 6.6 million prior to FY2024 end (of which currently EUR ~5.4 million have been realised)
 - EBITDA is forecasted to bottom out in Q1'24, with expected gradual improvements on LTM basis each quarter going towards the end of 2024 and beyond
- Due to the short time frame until the final maturity of the bonds and the current financial performance of the Group, a refinancing was deemed challenging
 - Thus, in October 2023, Vesivek initiated discussions with the largest holder of the Group's outstanding bonds, representing approximately 66.7% of the votes, to explore the possibility of amending certain provisions of the Terms and Conditions, including i.a. a maturity extension
 - Due to the Group's deteriorating performance the negotiations were prolonged from what was initially envisaged, as they were successfully concluded in early 2024
 - However, due to certain practical aspects, the maturity of bonds were extended by one month on February 5, 2024, in order to provide time to finalize the updated documentation
- Now, the long-term proposal has been finalised and summarised in the table to the right

Proposal to the bondholders

Measure	Description
Maturity extension	Extension by 36 months from original maturity to 12 February 2027
Coupon increase	An increase of the Floating Rate Margin to 7.85% (prev. 6.60%), of which 30% may be deferred after the interest period ending 12 May 2025
Margin postponement	Postponement of the payment of the Floating Rate Margin (but, for the avoidance of doubt, not STIBOR) otherwise payable on the Interest Payment Dates falling on 12 February 2024 to, and including, the Interest Payment Date falling on 12 May 2025. Postponed margin will be subordinated to the Equity injection.
Equity injection	The main owners of the Issuer shall provide EUR 3 million of convertible shareholder loans to improve liquidity and reduce net leverage
Including option for sale and leaseback	<ul style="list-style-type: none"> • Adding the possibility for the Group to dispose of the Orimattila property and the Lieto property provided that the net proceeds from the disposal of the Orimattila property shall be applied towards repurchase and/or partial redemption of Bonds • The Orimattila plant is valued at EUR 3-4 million by management and the facility in Lieto is currently leased to a third party interested in purchasing the facility for EUR 300-400k
Removing possibility of distributions	No distributions allowed during the tenor of the bond
Adjusting the maintenance test	<ul style="list-style-type: none"> • Amending the testing and the level of the Leverage Ratio covenant; waiver until July 2025, thereafter 5.0x until January 2026, 4.5x from February 2026 until July 2026 and 4.0x from August 2026 until the Final Maturity Date • Inclusion of a minimum liquidity covenant which shall be at least EUR 2m
Consent fee	1.50%, shall be paid to bondholders in connection with redemption of the bonds, i.e. applicable pick-up in call premia of 1.50%
Adjusting call structure	Callable at 100% of par until 48 months after the First Issue Date, thereafter at 101% / 102% / 103% until 54 / 60 / 72 months after the First Issue Date and at 104% at the Final Maturity Date (plus the consent fee in all cases)
Including voluntary amortisations	Voluntary amortisations at applicable call price plus the consent fee

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Management team

Experienced team with a strong track record of growth and expansion



**Kimmo Riihimäki –
Founder & CEO**

- Founder of Hämeen Laaturemontti in 1993, CEO at Hämeen Laaturemontti/Vesivek since then
 - Started as an one-man business and successfully grown and transformed into a multi-national market leader
- Entrepreneur of the year in Pirkanmaa 2011



**Jari Raudanpää –
CFO**

- At Vesivek since 2018
- 20+ years of experience from various finance director and controller roles from e.g. Ambientia, UPM Kymmene and Walki
- M.Sc. in Economics from Universities of Jyväskylä and Tampere



**Pasi Heikkinen – CEO
Vesivek Products &
Tuusulan Peltikeskus**

- CEO of Vesivek Products & Tuusulan Peltikeskus since 2018
- 20+ years of experience within the Vesivek Group
- M.Sc. in Engineering from Tampere University of Technology



**Jani Jylhä – CEO Vesivek
Sweden**

- At Vesivek since 2015
- 20+ years of experience from construction related managerial roles from e.g. K-Rauta AB



Niina Martin – HR director

- At Vesivek since 2023
- 20+ years of experience in HR from various manager and director roles from e.g. Marimekko and Pihlajalinna
- M.Sc. in Education from University of Jyväskylä

Board of directors

Board consisting of a balanced mix of owner representatives and independent professionals



**Pentti Tuunala –
Chairman of the Board**

- Chairman of the Board since 2014
- At Sentica Partners since 1999, Partner since 2005
 - Current board assignments at Terrawise, Purkupiha, Dimex and Coptersafety
 - Previous board assignments include Ropo Kapital, Huld and Treston
- M.Sc. in Engineering from Tampere University of Technology



**Kimmo Riihimäki –
Member of the Board**

- Member of the Board since 2014
- See previous page for additional details



**Mika Uotila –
Member of the Board**

- Member of the Board since 2020
- Managing Partner at Sentica Partners since 2002
 - Current board assignments at Eezy, Coptersafety, Hammas Hohde, Verkanappulat and 3 kaveria
 - Previous board assignments at e.g. Pihlajalinna
- M.Sc. in Economics



**Anu Syrmä –
Member of the Board**

- Member of the Board since 2018
- Marketing Director at Helsinki Marketing
 - Founder of SIS. Deli + Café, sold after 11 years of operations in 2018
 - Senior level marketing experience from e.g. Coca-Cola (Finland) and Reima
- M.Sc. in Economics from Turku School of Economics and Business Administration



**Ari Haapakoski –
Member of the Board**

- Member of the Board since 2018
- CEO and founder of Aspentum, board professional
 - Current board assignments at Lapwall, Miilux, Earthpack and Volter
 - Previous board assignments at Fortel Invest, Mecanova and NuoTek
- M.Sc. in Technology from University of Oulu

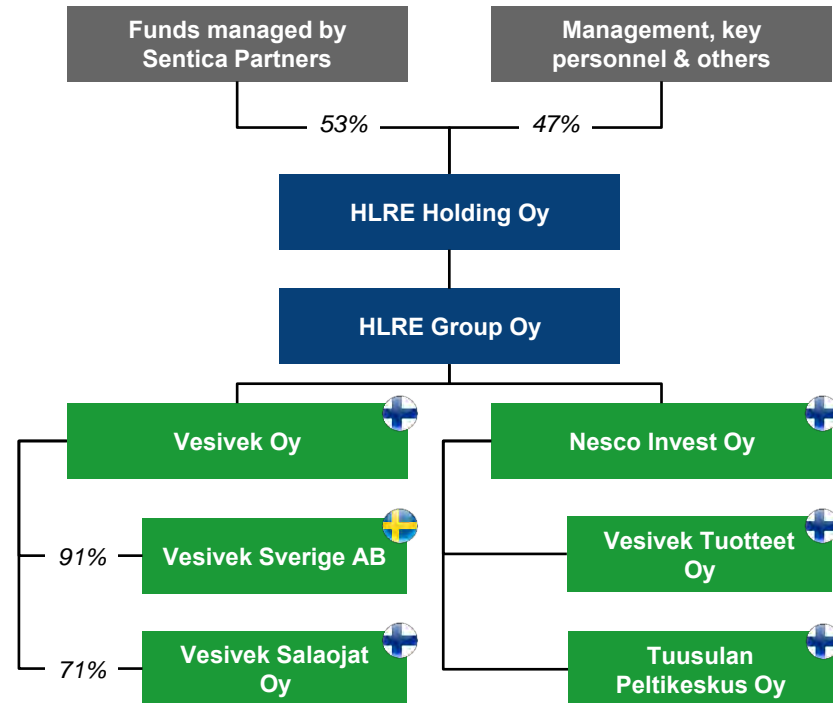


**Timo Pirskanen –
Member of the Board**

- Member of the Board since 2018
- Group CFO at iLOQ
 - Previous experience include CFO positions at Adapteo and Kotipizza as well as a long career in IR and equity research
- M.Sc. in Economics from Helsinki School of Business and Administration

Legal structure

Legal structure¹



Income statement as reported

(EURm)	FY20	FY21	FY22	LTM 10/23
REVENUE	107.3	130.4	129.5	116.3
Other operating income	1.1	1.1	1.1	1.7
Material and services	-36.8	-45.4	-47.7	-41.9
Employee benefits expense	-41.0	-50.3	-49.7	-48.0
Depreciation and amortisation	-7.6	-7.9	-7.8	-8.0
Other operating expenses	-20.6	-23.6	-22.8	-21.3
OPERATING PROFIT	2.4	4.4	2.5	-1.6
Finance income	0.3	1.1	2.0	2.2
Finance costs	-2.4	-4.1	-4.5	-4.9
Finance income and costs total	-2.1	-3.0	-2.4	-2.7
PROFIT/LOSS BEFORE TAX	0.3	1.4	0.0	-4.3
Tax on income from operations	-0.3	-0.7	-0.4	0.5
PROFIT/LOSS FOR THE PERIOD	-0.0	0.7	-0.3	-3.7

Balance sheet as reported

(EURm)	FY20	FY21	FY22	10/23
Goodwill	39.4	40.3	40.3	40.3
Intangible assets	0.8	0.7	1.0	1.0
Property, plant, equipment	26.6	27.2	26.3	22.6
Other non-current financial assets	0.0	0.0	0.0	0.0
Loan receivables	0.0	0.0	0.0	0.0
Non-current prepayments and accrued income	0.0	0.0	0.0	0.0
Deferred tax assets	0.1	0.2	0.2	0.8
Non-current assets	67.0	68.4	67.8	64.7
Inventories	11.1	15.5	15.8	13.8
Trade and other receivables	9.5	9.5	9.9	9.8
Loan receivables	0.6	0.6	0.1	0.1
Income tax receivable	0.0	0.2	0.2	0.4
Cash and cash equivalents	2.2	5.2	3.6	9.9
Current assets	23.4	30.5	29.4	33.9
Assets	90.4	98.9	97.2	98.6
Equity	27.5	28.0	27.5	25.7
Finance and lease liabilities	21.4	51.2	50.3	22.3
Employee benefit obligation	0.4	0.4	0.4	0.4
Deferred tax liabilities	0.4	0.2	0.2	0.1
Long-term liabilities	22.2	51.8	50.9	22.8
Current finance and lease liabilities	29.8	4.6	4.7	29.9
Other current liabilities	10.6	13.5	12.4	18.0
Derivatives	0.0	0.5	1.5	1.9
Income tax liabilities	0.2	0.5	0.2	0.2
Short-term liabilities	40.7	19.1	18.8	50.1
Total liabilities	62.9	71.0	69.7	72.9
Equity and liabilities	90.4	98.9	97.2	98.6

Cash flow statement as reported

(EURm)	FY20	FY21	FY22	02-10/23
Profit / Loss for the period	-0.0	0.7	-0.3	-1.7
Depreciation, amortisation and impairment	7.6	7.9	7.8	6.0
Financial income and expenses	2.3	3.6	3.4	2.8
Tax on income from operations	0.3	0.7	0.4	-0.4
Other adjustments	-0.4	0.4	-1.1	-1.1
Total adjusted	9.8	12.6	10.5	7.4
Increase / decrease in inventories	-0.9	-4.3	-0.4	1.9
Increase / decrease in trade and other receivables	-0.8	1.1	-0.4	-0.0
Increase / decrease in trade payables	1.1	0.8	-0.9	5.5
Interest paid	-1.7	-2.5	-2.5	-2.2
Interest received	0.0	0.0	0.1	0.1
Other financial items	-0.1	-0.4	-0.2	-0.0
Income taxes paid	-0.2	-0.7	-0.8	-0.4
Net cash from operating activities	7.2	7.3	5.0	10.5
Purchase of tangible and intangible assets	-1.6	-3.2	-2.0	-1.0
Proceeds from sale of tangible and intangible assets	0.1	0.3	0.3	0.5
Acquisition of subsidiaries, net of cash acquired	0.0	-0.2	0.0	0.0
Disposal of subsidiaries	0.0	0.0	0.0	0.0
Loans granted	-0.6	-0.0	-0.0	-0.0
Proceeds from repayment of loans & other	0.1	0.3	0.0	-0.0
Cash flow from investing activities	-2.1	-2.8	-1.7	-0.6
Purchase of treasury shares	0.0	-0.0	0.0	0.0
Proceeds from sale of treasury shares	0.0	0.1	0.0	0.0
Repayment of current borrowings	-2.1	-25.8	-0.0	0.0
Addition / deduction of current borrowings	0.0	0.0	0.0	0.0
Proceeds from non-current borrowings	0.0	29.1	0.0	0.0
Repayment of non-current borrowings	-2.6	0.0	0.0	0.0
Payment of lease liabilities	-4.0	-4.9	-4.9	-3.6
Cash flow from financing activities	-8.6	-1.6	-4.9	-3.6
Net change in cash and cash equivalents	-3.5	3.0	-1.6	6.3