



Francks Kyindustri Holding AB

Prospectus for the admission to trading of

SEK 550,000,000

Senior Secured Floating Rate Bonds

2024/2027

ISIN: SE0021923240

Prospectus dated 14 April 2025

The Prospectus was approved by the Swedish Financial Supervisory Authority on 14 April 2025. The Prospectus is valid for twelve (12) months after its approval, provided that it is completed by any supplement required pursuant to Article 23 of the Prospectus Regulation. The obligation to supplement the Prospectus in the event of significant new circumstances, factual errors or material inaccuracies will not apply when the Prospectus is no longer valid, and Francks Kyindustri Holding AB will only prepare a supplement when required according to the provisions on supplements to prospectuses under the Prospectus Regulation.

IMPORTANT INFORMATION

This Prospectus (the “**Prospectus**”) has been prepared by Francks Kyindustri Holding AB (the “**Issuer**”, or the “**Company**” or together with its direct and indirect subsidiaries unless otherwise indicated by the context, the “**Group**”), a public limited liability company incorporated in Sweden, with reg. no. 559174-4767, in relation to the application for the listing of the senior secured floating rate bonds 2024/2027 denominated in SEK in an initial amount of SEK 550,000,000 (the “**Bonds**”) on the corporate bond list of Nasdaq Stockholm AB, reg. no. 556420-8394 (“**Nasdaq Stockholm**”). References to the “**Guarantors**” refer to the Issuer, Francks Kyindustri Group Holding AB, reg. no. 559174-4759, Francks Kyindustri Sweden AB, reg. no. 556787-9670, Francks Kyindustri Karlstad Örebro AB, reg. no. 556298-7023, Francks Kyindustri i Göteborg AB, reg. no. 556790-1557, Francks Kyindustri i Helsingborg AB, reg. no. 556370-6760, Francks Kyindustri Mälardalen Dalarna AB, reg. no. 556919-2528, Francks Kyindustri i Norrköping AB, reg. no. 556115-8337, Francks Kyindustri Skaraborg Småland AB, reg. no. 556733-8545, Francks Kyindustri i Stockholm AB, reg. no. 556461-5705, Francks Kyindustri i Norrbotten AB, reg. no. 559282-5284, Therma Industri AS, Norwegian reg. no. 991 863 796, Therma Bergen AS, Norwegian reg. no. 981 218 949, HB Kuldetjeneste AS, Norwegian reg. no. 995 138 395, Francks Køleindustri ApS, Danish CVR no. 44083523 and Svedan Industri Køleanlæg A/S, Danish CVR no. 27013473 (each a “**Guarantor**” as of the date of this Prospectus).

This Prospectus has been prepared in accordance with the standards and requirements of Regulation (EU) 2017/1129 of 14 June 2017 of the European Parliament and of the Council as amended (the “**Prospectus Regulation**”) and the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 and repealing Commission Regulation (EC) No 809/2004.

The Prospectus has been approved by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) as the competent authority under the Prospectus Regulation. The SFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the Bonds that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

This Prospectus has been prepared in English only and is governed by Swedish law and the courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus. This Prospectus is available at the SFSA’s website (fi.se) and the Issuer’s website (www.francksfref.com/investerare). Information on any websites referred to in this Prospectus does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

Unless otherwise stated or required by context, terms defined in the terms and conditions for the Bonds beginning on page 58 of this Prospectus (the “**Terms and Conditions**”) shall have the same meaning when used in this Prospectus.

Except where expressly stated otherwise, no information in this Prospectus has been reviewed or audited by the Company’s or any Guarantor’s auditor. Certain financial and other numerical information set forth in this Prospectus has been subject to rounding and, as a result, the numerical figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them. This Prospectus shall be read together with all documents incorporated by reference in, and any supplements to, this Prospectus. In this Prospectus, references to “**EUR**” refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, references to “**SEK**” refer to Swedish krona, references to “**NOK**” refer to Norwegian Krona and references to “**DKK**” refer to Danish Krona.

Investing in Bonds is not appropriate for all investors. Each investor should therefore evaluate the suitability of an investment in the Bonds in light of its own circumstances. In particular, each investor should:

- (a) have sufficient knowledge and experience to carry out an effective evaluation of (i) the Bonds, (ii) the merits and risks of investing in the Bonds, and (iii) the information contained or incorporated by reference in the Prospectus or any supplements;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate in the context of its particular financial situation the investment in the Bonds and the impact that such investment will have on the investor’s overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks resulting from an investment in the Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the investor’s own currency;
- (d) understand thoroughly the Terms and Conditions and the other Finance Documents and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the assistance of a financial adviser) possible scenarios relating to the economy, interest rates and other factors that may affect the investment and the investor’s ability to bear the risks.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of listing the Bonds on the corporate bond list on Nasdaq Stockholm. This Prospectus may not be distributed in or into any country where such distribution or disposal would require any additional prospectus, registration or additional measures or contrary to the rules and regulations of such jurisdiction. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions. The Bonds have not been and will not be registered under the US Securities Act of 1933, as amended (the “**Securities Act**”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company’s management or are assumptions based on information available to the Group. The words “considers”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts of, or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group’s operations. Such factors of a significant nature are mentioned in the section “*Risk factors*” below. Any forward-looking statements included in this Prospectus apply only as of the date of this Prospectus. The Issuer undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by applicable law.

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RISK FACTORS

In this section, a number of risk factors are described, namely specific and material risks pertaining to the Group's business operations and the Bonds as financial instruments. The risk factors categorised as "Risks relating to the Group", are categorised as risk factors pertaining to the Group and not as risk factors pertaining to the Issuer, as the major part of the business operations in the Group are conducted by the Guarantors and the Issuer's other subsidiaries.

The risk factors are ranked based on the probability of their occurrence and the expected magnitude of their negative impact, with the most material risk factors being presented first in each category.

Risks relating to the Group

Risks related to the Group's business activities and industry

Risks related to the Group's installation projects and service agreements

The Group is operating on the industrial and commercial cooling and temperature control market, and approximately 55 per cent. of the Group's turnover is attributable to the Group's installation projects. The Group is responsible for around 700 projects each year, some of which are larger than other, and the pricing model used by the Group is predominantly fixed contract values. The pricing model under the fixed price installation projects is based on price calculations calculated with a margin, taking into account material prices based on price list from suppliers, costs of subcontractors (in case subcontractors are utilised) based on fixed prices, and estimated time expenditures and costs of own labour. In addition to installation projects, the Group executes service agreements tightly connected to the installation projects, representing approximately 45 per cent. of the Group's turnover, which are based on annual fixed contract values or an hourly based pricing model. The service agreements are based on a price calculation calculated with a margin, with estimations and assumptions of time expenditures and/or materials. If estimates or assumptions prove to be inaccurate or if circumstances change in a way that renders such assumptions and estimates inaccurate, the Group incurs costs higher than those initially estimated.

Any type of performance issues related to existing and/or future projects could cause the operating results to differ materially from those that have been anticipated and could also damage the Group's reputation within the industry. There is also a risk post-projects if any installations prove to be malfunctioning or otherwise not fulfilling relevant requirements and/or specifications, and in such case, there is ultimately a risk of claims towards the relevant Group company.

Additionally, any failure to meet project schedules, or completing the relevant project in accordance with the customer's instructions, may result in additional costs, and may in some cases create liability for liquidated damages or contractual penalties. Under certain contracting agreements, especially those involving larger projects, the Group provides performance guarantees (typically amounting to 10 per cent. of the contract value) which is common for contracting businesses. These performance guarantees are typically insured by third party insurance providers (in the event that the Group is unable to fulfil its commitment to the customer), with the Group paying an insurance fee to the insurance provider for issuing the guarantee. Should the Group be unable to fulfil its commitment under a performance guarantee and such failure would not be covered by any insurance, it could have an adverse effect on the Group. Furthermore, special expertise and efficiency in project management and work management including cost control and optimisation in the implementation of a project is required. Any shortcomings in relation thereto can result in reduced profitability.

Should any of the above risks materialise, it could have an adverse effect on the business, financial position, and results of the Group.

Risks related to macroeconomic factors

The Group operates on the industrial and commercial cooling and temperature control markets in Sweden, Norway, Denmark and Finland, with most of the operations currently being located in Sweden and Norway. Within the industrial cooling segment, the Group provides cooling and refrigeration solutions within, inter alia, industrials, food industry, logistics and district heating/cooling, whereas within the commercial cooling segment, the Group delivers e.g., cooling and refrigeration solutions for supermarkets and professional kitchens. The main part of the Group's projects and services is based on industrial cooling within the food industry and logistics business related to the food industry. The Group further operates across the entire value chain offering consultation, design, construction, installation, automation, and aftermarket services including offering customers to implement residual heat in their business.

The cooling and temperature control market is affected by macroeconomic conditions such as the GDP growth, whereby prolonged period of low growth or recession could have a material adverse effect on customers' willingness to make investments, which in turn has an adverse effect on the demand for the Group offerings. The Group's results may also be affected by other economic disruptions and changes in general market conditions, such as increased inflation and interest rates, or if any high inflation rates and interest rates would persist over time, in the countries in which the Group operates, and from time to time may come to operate in. Economic disruptions and changes in general market conditions may in particular affect the demand for installation projects, accounting for approximately 55 per cent. of the Group's turnover, which may have an adverse effect on the Group. A lower demand for the Group's installation projects offering, will long-term also negatively affect the Group's aftermarket service offering since the demand for the Group's aftermarket services typically decreases in line with a decrease in completed installation projects. During 2022, the Group was for example adversely affected by the increased inflation rates caused primarily by the war in Ukraine, which, inter alia, affected the profit margins of the Group negatively. During 2023, the profit margins improved, but the number of orders decreased due to customers being more restrictive with investments as a result of e.g. general market conditions and increased interest rates. The first half of 2024 was characterized by an overall flat market following customers continuously being more restrictive with its investments, which affected the Group's revenues and profit margins negatively. During the second half of 2024, customers were still to some degree tentative with their investment decisions but less so than 2023 and the first half of 2024, primarily following improved general market conditions and lower interest rates.

Similar to other companies operating within the cooling market, the Group is furthermore exposed to risks in the form of fluctuations in prices of certain commodities and materials such as wholesale materials including e.g. pipes, fittings and valves, which are included in the components used in the business. During 2023, the Group was in particular affected by increased wholesale material prices as well as foreign exchange effects including weakened Swedish krona against the euro. During 2024, the Group was particularly affected by increased salary inflation, which resulted in increased personnel costs.

Should macroeconomic conditions, including, inter alia, the GDP growth, inflation rates, interest rates and foreign exchange rates, adversely develop and/or negatively persist over time, it could adversely affect the Group's business, financial position, profit margins, and results.

The Group is active on a competitive market

The Group operates on the industrial and commercial cooling and temperature control markets in Sweden, Norway, Denmark and Finland, with most of the operations currently being located in Sweden and Norway. The cooling and temperature control market is competitive and to a high degree fragmented. On each local market, the Group usually encounters competition from certain other companies as well as from local suppliers.

The Group's competitors are companies specialised in cooling solutions such as Nordic Climate Group and Johnson Controls which are active within both the installation and production segments, and multidisciplinary companies such as Bravida, Asseblin-Caverion and Instalco, which all offer cooling solutions as part of their market offering, however not being specialised in cooling solutions. In addition, the market is fragmented and on the local markets there are also smaller local players competing with the Group. Although the Group considers it to be one of the market leaders regarding ammonia-based cooling solutions, the competition may increase if any of its main competitors, or local suppliers, broaden or expands their businesses. Moreover, local companies active in, inter alia, the ammonia-based cooling segment, may be acquired by multidisciplinary companies which in turn may result in increased competition from larger companies.

There is a risk that the Group's current and/or new competitors and/or companies currently not considered by the Group as competitors may develop their service offering and/or acquire, invest or establish co-operations with other companies to create a similar service offering as the Group's, and may further be more successful in offering such services, all of which would lead to increased market competition and, consequently, could have an adverse effect on profit margins, market shares and also lead to increased competition for qualified personnel. Such factors and other consequences of increased competition may have an adverse effect on the Group's business, financial position, and results.

Risks related to past and future acquisitions

The Group has completed several acquisitions as part of its growth strategy, the latest being the asset acquisition of NR Kyl in February 2025, and the Group has during the recent years developed from a regional business in Sweden to presence in all of Sweden as well as Norway, Denmark and Finland. The Group continuously evaluates additional strategic add-on acquisitions and may in the future also enter new markets in Europe. Inherently, corporate acquisitions may involve obligations and risks related to their nature, pricing, or value. In each situation where the Group decides to pursue such acquisitions, there is a risk that the Group will not be able to finalise such acquisitions within the required timeframe, at the desired price and/or commercial conditions, or at all.

Future acquisition activities may present certain financial, managerial, and operational risks, including diversion of management's attention from existing core business, difficulties when integrating or separating businesses from existing operations and challenges presented by acquisitions, which may not achieve sales levels and profitability that justify the investments made. In addition, companies involved in transactions are generally subject to risk of employees, including senior management and other key employees, leaving the acquired or acquiring company. Especially in a situation where the Group is looking to add capabilities through add-on acquisitions, the failure to retain the services of the acquired company's key personnel could jeopardise the rationale of the acquisition. There is also a risk that previous and/or future acquisitions may expose the Group to unknown and/or unidentified obligations and/or risks in the selling company, which may be taken over by the Group. Although claims for warranty breaches in such cases may be presented by the Group, any disputes will divert management's attention from the core business and may also result in increased advisor costs and there is furthermore a risk that the seller may not be in a financial position to compensate the Group for its losses.

Moreover, there is a risk that the Group incurs or assumes unknown or unanticipated liabilities or contingencies, not detected in the course of the due diligence, pertaining to customers, suppliers, employees, governmental authorities, environmental damage or other parties or other unidentified legal risks, which are not catered for by indemnities or warranties in the acquisition documentation.

If the acquisitions are not successfully integrated, or if any other issues arise in connection to past and/or future acquisitions, the business, operating result, and financial position of the Group may be adversely affected. Future acquisitions could also result in dilutive issuances of the Group's equity securities, the

incurrence of debt, contingent liabilities, amortisation costs, or impairment of goodwill, any of which could have an adverse effect on the business, operating results, and financial position of the Group.

The Group is dependent on skilled personnel within its industry

The Group is dependent on its ability to attract and retain skilled personnel and other key employees. However, the Issuer assesses that the Group is not dependent on any specific individual key employee. Skilled personnel and key employees are of great importance for the Group's future, especially as there is a lack of industry competence in the general market for cooling solutions. Furthermore, there are few formal education programmes in relation to the cooling and temperature control industry, meaning that the Group to some extent is dependent on the competence and experience of its current employees, and thus the Group's internal know-how. The Group also operates in a competitive and fragmented market, meaning that the Group is exposed to risks of losing skilled personnel and key employees to competitors.

The Group's future growth, either through acquisitions or by means of organic growth, and ultimately its prospects, depends on its ability to attract, recruit and retain qualified personnel with the level of expertise and knowledge of its business operations and industry required to conduct the Group's operations in accordance with the Group's, at each time applicable, strategic objectives. The Group is in particular dependent on attracting skilled personnel should the Group enter into new markets outside of Sweden, Norway, Denmark and Finland. Any failure to attract or retain key employees with specialised knowledge relating to the Group's business operations and industry, for instance due to any such employee resigning in order to work for a competitor, and/or the Group's failure to recruit such qualified persons in the future, could impair the Group's business operations and/or the Group's continued growth, which consequently could have an adverse effect on the business, operating results, and financial position of the Group.

The Group is dependent on its brand and reputation

The Group, founded in the 1950s, relies on its brand and reputation to maintain and attract new customers, employees, and other stakeholders. In Sweden, Denmark and Finland, the Group operates under the brand Francks Kylindustri, and in Norway the Group operates under the brand Therma. If the brand and reputation of the Group is damaged, due to e.g., unfortunate incidents or work-related injuries which the Group has been, and in the future may be, subject to, the Group's customers, employees and other stakeholders could lose confidence in the Group. Moreover, there is currently a regulatory pressure to reduce F-gases and non-natural cooling agents, and if the Group proves to be unsuccessful in the transition away from such F-gases and non-natural cooling agents, it could result in reduced confidence from different stakeholders. Any negative publicity or announcement relating to the Group may, whether or not it is justifiable, deteriorate the brand value and reputation of the Group, which could have an adverse effect on the business, future sales, operating income, and financial position of the Group.

Risks related to personnel expenses and collective bargaining agreements

The Group is a labour-intensive organisation, employing approximately 620 employees in Sweden, Norway, Denmark and Finland. Thus, one of the largest cost items for the Group is personnel expenses, accounting for approximately 30 per cent. of the Group's operating costs (including cost of goods sold). The Group may be unable to quickly lower these costs to a sufficient extent or in a timely manner in the event the Group is required to do so due to, inter alia, worsened general market conditions. Furthermore, a large number of the Group's employees across Sweden, Norway, Denmark and Finland are members of various unions. The collective bargaining agreements by which the Group is bound, typically contain detailed provisions regarding, for example, salary principles, pension, insurance and overtime compensation. In addition, the Group may encounter strikes or disturbances occasioned by its unionised work force, or that, upon the expiration of

existing collective bargaining agreements, it will not be able to reach new collective bargaining agreements on satisfactory terms or without work stoppages, strikes or similar industrial actions, which could disrupt the Group's business operations. In connection with, or following, corporate acquisitions, there may further be a need for corporate restructurings, which may lead to lengthy consultations with unions or even strikes or threats of such, which may limit the Group's flexibility.

If the Group is unable to constrain personnel costs or if the Group is subject to work stoppages, strikes or similar industrial actions, this could have an adverse effect on the business, operating costs, and financial position of the Group.

Risks related to the use of subcontractors and suppliers

The Group's ability to service its customers depends to some extent on the availability of subcontractors and suppliers, albeit not being dependent on any single subcontractor or supplier. If the Group cannot secure an appropriate subcontractor and/or supplier for a specific project or assignment, it may have an adverse effect on the services provided to the customer.

Furthermore, the use of suppliers and subcontractors requires the Group to monitor the so called "back-to-back"-protection, i.e., to make sure that any claim from a customer against the Group that relates to work carried out by a supplier or subcontractor, can be passed on to the relevant supplier or subcontractor, for instance by maintaining adequate contractual terms. The Group's project-related agreements are generally based on standard-form agreements such as ABT 04 and ABT 06, and in larger projects, the Group typically has such back-to-back protection from suppliers and subcontractors. However, should the Group be unable to secure the appropriate subcontractor or supplier for a specific project or assignment and/or be unable to receive compensation from its subcontractors or suppliers in the event of claims against the relevant Group Company, for instance as a result of such supplier or subcontractor being insolvent or similar, or otherwise fail to pass claims onto its subcontractors or suppliers, this could have an adverse effect on the business, operating results, operating costs and financial position of the Group.

Legal and regulatory risks

Risks related to claims, disputes and litigation

From time to time, the Group may be subject to complaints, claims, disputes and subsequent litigation or arbitral proceedings from its customers, employees, and/or other third parties, alleging product defects, delays, or concerns in respect of, inter alia, personal injuries, health, environmental issues, safety, data protection, negligence or failure to comply with laws, regulations and agreements, including collective bargaining agreements. Currently, the Group is involved in a dispute regarding a completed cold storage project, which after completion malfunctioned and inventory stored at the location with an estimated value of SEK 66,000,000 was destroyed. The relevant customer's insurance company has sued the relevant Group Company, being Therma Industri AS, as well as Therma Industri AS' insurance company. The main hearing in the dispute is expected to be held in October 2025. Any adverse effect on the Group in respect of the claim may potentially be re-claimed under a share purchase agreement from 2021 between the relevant Group Company and the sellers under the share purchase agreement, and/or partly be covered under a liability insurance. If Therma Industri AS is found to be liable for the damage, it is estimated that Therma Industri AS ultimately may have to account for an amount up to NOK 36,000,000, corresponding to approximately SEK 34,000,000. Should any adverse effect as a result of the claim, or a part thereof, against Therma Industri AS not be able to re-claim or not be covered under any insurance, it could have an adverse effect on the Group's financial position.

Any disputes, complaints and proceedings could result in significant costs for the Group and even if successfully resolved without direct adverse financial effect, could have an adverse effect on the Group's reputation among its customers, including presumptive customers, and other stakeholders, and may divert the Group's financial and management resources from the operating business.

If the Group were to be found liable under any such complaints and/or claims and/or is subject to related proceedings, this could have an adverse effect on the business, reputation, operating results, and financial position of the Group.

Risks related to failure to comply with the General Data Protection Regulation

The Group processes personal data on a daily basis of its approximately 620 employees and around 700 yearly installation projects in the course of its business operations. The General Data Protection Regulation (EU) 2016/679 (the "**GDPR**") imposes requirements for the handling of personal data and there is a risk that the measures taken by the Group to maintain and process personal data in compliance with the GDPR could prove to be insufficient or that, for instance, a misinterpretation of the GDPR would lead to that the Group is considered as not fully compliant. In the event of any non-compliance with the GDPR, the Group could be subject to warnings and reprimands and ultimately, in a worst-case scenario, be subject to fines amounting to a maximum of the higher of EUR 20 million or 4 per cent. of the Group's annual global revenue. Breaches of the GDPR may also lead to civil liability, and/or reputational damage. Such breaches may have an adverse effect on the business, result, and financial position of the Group.

Compliance and environmental risks

The Group's business is subject to extensive laws and regulations relating to, inter alia, safety and health, and environment, and the Group is exposed to the risks that are naturally occurring in the industrial and commercial cooling and temperature control markets. There is a risk that the Group's compliance and governance processes may not prevent breaches of applicable laws, such as the Swedish Environmental Code (Sw. *miljöbalken (1998:808)*), regulations, or other standards applicable to the Group or its operative Group Companies. The Group's failure to comply with applicable laws, regulations, or other standards in relation to such compliance and governance processes could subject the Group to fines, other related additional costs, responsibilities for remediation, and reputational harm.

Moreover, the Group's employees must comply with strict safety regulations. If the Group, its employees, its subcontractors or other third parties, fails to comply with health and environment standards, this can cause personal injury, death, damage to property and equipment, business interruptions and/or similar consequences, which in turn can lead to claims for damages and, in extreme cases, criminal liability. As part of the ordinary course of business, the Group's employees also handle natural cooling agents such as ammonia, but also F-gases, both of which inherently carry a risk of e.g. leakage and environmental liabilities, as well as injuries to employees' health and safety. There is a particular risk when cooling systems are filled for the first time, upon which more substantial amount of ammonia is handled. Should, for example, a substantial amount of ammonia, or any other cooling agent, leak or be emitted, there is a risk that employees working at the site are severely injured, as well as the risk of the Group being exposed to environmental liabilities pursuant to, inter alia, the Swedish Environmental Code, which may entail responsibility for costly remediation measures, which may further result in reputational harm and loss of confidence for the Group among, inter alia, customers and employees.

Furthermore, as the Group employs a large number of employees, there is a risk that individual employees may not comply with the Group's policies, guidelines, instructions or best practices, which may cause the Group and/or its customers to incur additional costs related to the lack of compliance caused by the employees' acts

or omissions, which may further cause reputational harm to the Group and subsequent claims from its customers in relation to such additional costs.

Risks related to the Group's financial situation

Liquidity risk

Liquidity risk refers to the risk that the Group does not have cash or credit facilities to cover its payment commitments and obligations, including interest payments under the Bonds, without the cost of obtaining cash increasing significantly. As of 31 December 2024, the Group's cash and cash equivalents amounted to approximately SEK 139,095,000, short-term operating assets amounted to approximately SEK 557,970,000 excluding cash and cash equivalents, and short-term operating liabilities amounted to approximately SEK 483,966,000 excluding liabilities to credit institutions. The Group is currently primarily financed through the Bonds issued in April 2024 and may incur additional debt under a super senior revolving credit facility. There is, however, a risk that the Group's liquidity sources prove to be insufficient, which could have an adverse effect on the possibility to pay subcontractors and/or suppliers and other debts.

Credit and counterparty risks

Credit and counterparty risks materialise when counterparties are unable or unwilling to fulfil their payment obligations towards the Group. The Group is in particular exposed to credit and counterparty risks in relation to its installation projects under which the relevant customer generally has not secured its payment obligation towards the Group by collateral or other security. The Group therefore bears the risk that its customers will be unable to pay amounts due to the relevant Group Company.

Financial and operational challenges experienced by customers may impact the Group's ability to collect outstanding receivables fully or in a timely manner, or at all, which, in turn, could lead to credit losses and require the Group to raise additional capital or obtain alternative financing to meet its obligations under any financing arrangements.

An increase in credit losses or failure by counterparties to meet their payment obligations towards the Group could have an adverse effect on the Group's liquidity and operating results.

Currency risks

The Group's accounting currency is SEK. As a result, the Group must translate the assets, liabilities, revenues, and expenses of its Norwegian, Danish and Finnish subsidiaries into SEK at the then applicable foreign exchange rates. Consequently, increases or decreases in the value of the SEK may affect the value of these items with respects to the Group's Norwegian, Danish and Finnish businesses in the Group's consolidated accounts. These translation risks could significantly affect the comparability of the Group's results between financial periods or result in significant changes to the value of the Groups assets, liabilities, and equity.

In addition, the Group is exposed to foreign exchange risk whereby purchases of machinery, components and materials sometimes are made in a different currency (predominantly EUR) than the Group's related sales. A weakened SEK/NOK/DKK/EUR against the foreign currency generally increases the purchase costs. Although the Group in connection with larger projects takes certain measures to limit its currency exposure, there is a risk that such measures prove to be insufficient, and that fluctuations in the value of the currencies will negatively affect the Group's results and financial position.

Risks related to ability to raise additional financing

The Group may be dependent on obtaining additional financing on satisfactory terms in the future to enable it to execute its growth strategy, including making additional acquisitions and/or entering new markets. There is a risk that the Group may not be able to obtain such financing or that it may only be able to obtain or renew such, or existing, financing at significantly higher cost than what is currently the case. Factors such as financial market conditions, the general availability of credit and the Group's creditworthiness may affect the availability of financing. Financial market conditions may be affected by various factors, including adverse macroeconomic developments, sovereign debt crises and unstable political environment.

For instance, the market interest rates increased significantly during 2022 and 2023 which led to a significant increase in financing costs whilst negatively affecting the overall availability of financing. Even though the market interest rates have started to decrease, starting from the second quarter of 2024, there is no guarantee that they will continue to do so. Future periods of uncertainty, persisting high interest market rates, increased volatility, disruptions or sustained adverse developments in the financial markets could constrain the Group's access to capital and result in, for example, a reduction of liquidity that could make it more difficult to obtain such additional funding for the Group at reasonable costs.

Difficulties accessing additional financing could have an adverse effect on the business, growth, and financial position of the Group.

Ability to service debt

The Issuer's ability to service its indebtedness under the Bonds depends on, among other things, the Group's financial and operating performance, which will be affected by prevailing economic conditions and financial, regulatory and other factors, some which are beyond the Group's control. If the Group's operating income is not sufficient to service its current or future indebtedness, the Group will be forced to take actions such as reducing or delaying its operations or contemplated acquisitions and/or investments, selling assets, carry out restructurings, or seeking additional equity. There is a risk that the Group may not be able to take any of these actions on satisfactory terms or at all. This would in turn have an adverse effect on the Group's business, prospects, and financial position.

Since the Issuer serves as a holding company, meaning that the Group's business operations are conducted through the Issuer's direct and indirect subsidiaries, the Issuer is highly dependent on the performance of the other Group Companies. The Issuer's ability to make required payments of interests under the Bonds, or under any other external debt financing, is therefore directly affected by the other Group Companies' ability to transfer available cash resources to the Issuer, which, among other things, from time to time may be restricted by corporate restrictions and law. There is consequently a risk that the Issuer will not be able to receive cash resources from its other Group Companies, and in turn, that the Issuer will not be able to make required interest payments under the Bonds or redeem the Bonds at maturity.

Refinancing risk

Refinancing risk refers to the risk that financing cannot be obtained or renewed on the expiry of its terms, or if such only can be obtained or renewed at significantly increased costs. The Group is currently primarily financed through the Bonds issued in April 2024 which matures in April 2027, and the Group's interest-bearing liabilities (excluding leasing) amounted to SEK 559,484,000 including accrued interest as of 31 December 2024. There is a risk that additional capital cannot be obtained or can only be obtained at unfavourable terms and conditions. In addition, the Group may in the future become in breach of financial covenants or other obligations under its debt financing that constitute grounds for termination. If the Group fails to refinance any debt financing or is only able to obtain refinancing to significantly higher costs, or if the

Group would become in breach of any financial covenant, it may have an adverse effect on the Group's growth, prospects and financial position.

Breach of financial covenants

The Group was as of the reference date 31 December 2023 in breach of one of its financial covenants in its then existing debt financing with Nordea, which was resolved by means of a waiver received from Nordea. Furthermore, the Group has previously been in breach of another financial covenant under the same previous financing arrangement with Nordea. There is a risk that the Group in the future does not manage to comply with its obligations and undertakings, including e.g. financial undertakings under the Group's existing or future financing arrangements, which could trigger the right for creditors to demand early repayment as well as trigger cross-default provisions in other agreements and similar. Should any of these risks materialise, it may have an adverse effect on the Group's business and financial position as well as the Group's ability to make payments to the Bondholders.

Risks relating to the Bonds

Risks related to the nature of the Bonds

Structural subordination

In addition to the structural subordination risks presented in the risk factor "*Ability to service debt*" above, the structural subordination of the Issuer may lead to the Group or its assets not being protected from any actions by the creditors of any subsidiary of the Group, whether under bankruptcy law, by contract or otherwise. In addition, defaults by, or the insolvency of, certain subsidiaries of the Group could result in the obligation of the Group to make payments under parent company financial or performance guarantees in respect of such subsidiaries' obligations or the occurrence of cross defaults on certain borrowings of the Group. In any such situation, the Issuer may not be able to pay interest and/or repay any principal under the Bonds, either in whole or in part.

Credit risks relating to the Bonds and ability to service debt under the Bonds

Bondholders carry a credit risk towards the Issuer. Bondholders' likelihood of receiving payment under the Bonds is therefore dependent upon the Issuer's ability to meet its payment obligations, which in turn is largely dependent upon the performance of the Group's operations and its financial position. The credit risk and the Group's financial position is affected by several factors of which some have been mentioned above in the above category "*Risks relating to the Group*". One such aspect of credit risk is that there is a risk that a deteriorating financial position of the Group will force the Group to refinance the Bonds instead of redeeming the Bonds with cash generated by the Group, as described under the risk factor "*Refinancing risk*" above. The Issuer's ability to service its debt under the Bonds will depend upon, among other things, the Group's future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors. If the Group's operating income is not sufficient to service its current or future indebtedness, the Group will be forced to take actions such as reducing or delaying its business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing its debt or seeking additional equity capital. There is a risk that the Group will not be able to implement any of these remedies on satisfactory terms, or at all. In case of a deteriorating financial position of the Group, this will reduce the Group's possibility to receive debt financing at the time of the maturity of the Bonds. Should any of the above risks materialise, this would have a negative effect on the Group's operations, earnings, results and financial position. If the Issuer were to be unable to make repayment under the Bonds, there is a risk that the Bondholders would find it difficult or impossible to recover the amounts owed to them under the Bonds.

Furthermore, there is a risk that an increased credit risk will cause the market to charge the Bonds a higher premium, which will affect the value of the Bonds negatively. Another aspect of the credit risk is that there is a risk that a deteriorating financial position of the Group will reduce the Group's possibility to receive debt financing at the time of the maturity of the Bonds.

Put option

According to the terms and conditions for the Bonds (the “**Terms and Conditions**”), the Bonds are subject to prepayment at the option of each Bondholder (put options) upon the occurrence of (i) a Change of Control Event, (ii) a Listing Failure Event or (iii) a Delisting. Each Bondholder will then have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid interest, during a period of twenty (20) Business Days following a notice from the Issuer of the change of control event, listing failure or delisting. There is, however, a risk that the Issuer will not have sufficient funds at the time of such prepayment to make the required prepayment of the Bonds which could adversely affect the Issuer, e.g. by causing insolvency or an event of default under the Terms and Conditions, and thus adversely affect all Bondholders and not only those that choose to exercise the option.

Interest rate risks and Benchmark Regulation

The value of the Bonds will depend on several factors, one of the most significant over time being the level of market interest. The Bonds bear a floating rate interest of 3 month STIBOR (with a floor) plus a margin and the interest rate of the Bonds will be determined two business days prior to the first day of each interest period. Hence, the interest rate is to a certain extent adjusted for changes in the level of the general interest rate. There is a risk that an increase of the general interest rate level will adversely affect the value of the Bonds. The general interest rate level is to a high degree affected by the Swedish and the international financial development and is outside the Group's control.

The process for determining STIBOR and other interest-rate benchmarks is subject to a number of legislative acts and other regulations. Some of these acts and regulations have already been implemented whilst some are set to be implemented in the near future. The most extensive initiative in this respect is the Benchmark Regulation (Regulation (EU) 2016/1011 of the European parliament and of the council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014).

The Benchmark Regulation came into force on the 1 January 2018. The Benchmark Regulation addresses the provision of benchmarks, the contribution of input data to benchmarks and the use of benchmarks within the European Union. There is a risk that the Benchmark Regulation will affect how certain benchmarks are determined and how they develop in the future. This could, for example, lead to increased volatility regarding some benchmarks. A further potential risk is that increased administrative requirements, and resulting regulatory risk, may discourage stakeholders from participating in the production of benchmarks, or that some benchmarks cease to be provided. If this would happen in respect of benchmark that is used for the Bonds, it could potentially have negative effects for the Bondholders.

Risks related to transaction security and guarantees

Risks relating to the transaction security and guarantees and value of the transaction security and guarantees

Although the Issuer's obligations towards the Bondholders are secured by guarantees and first priority pledges over (i) the shares in the Issuer and certain Group Companies, (ii) certain intercompany loans between the Group Companies, and (iii) business mortgage certificates issued in certain Group Companies, it is not certain

that the proceeds of any enforcement sale of the security assets or the guarantees would be sufficient to satisfy all amounts then owed to the Bondholders.

If a Group Company or the Issuer, which shares have been pledged in favour of the Bondholders, is subject to any foreclosure, dissolution, winding-up, liquidation, recapitalisation, administrative or other bankruptcy or insolvency proceedings, the shares that are subject to such pledge may then have limited value because all of the Group Company's obligations must first be satisfied, potentially leaving little or no remaining assets in the Group Company for the Bondholders. As a result, the Bondholders may not recover the full value (or any value in the case of an enforcement sale) of the shares. In addition, the value of the shares subject to pledges may decline over time. Furthermore, any guarantees in respect of the Issuer's obligations under the Bonds from the Issuer's subsidiaries are limited by Swedish financial assistance rules and corporate benefit principles, entailing a risk that the amounts to be recovered from an enforcement may be limited and not sufficient in order to satisfy all obligations of the Issuer under the Bonds.

The value of any intercompany loan granted within the Group, which is subject to security in favour of the Bondholders, is largely dependent on such debtor's ability to repay its loan. Should such debtor be unable to repay its debt obligations upon an enforcement of a pledge over the intercompany loan, the Bondholders may not recover the full or any value of the security granted over the intercompany loan.

If the proceeds of an enforcement are not sufficient to repay all amounts due under or in respect of the Bonds, then the Bondholders will only have an unsecured claim against the Issuer and its remaining assets (if any) for the amounts which remain outstanding under or in respect of the Bonds.

Risks related to the intercreditor arrangements

The Group may incur additional debt under a super senior revolving credit facility (the "**Super Senior RCF**") which, in accordance with the terms of the Intercreditor Agreement (as defined below), has a super senior ranking in relation to the Bonds. Further, the Issuer may incur additional financial indebtedness which will rank *pari passu* with the Bonds. The relation between certain of the Issuer's creditors (jointly the "**Secured Creditors**") and the security agent is governed by an intercreditor agreement (the "**Intercreditor Agreement**"). Although the obligations under the Bonds and certain other obligations of the Group towards the Bondholders and the Secured Creditors are secured by guarantees and first priority security, there is a risk that the proceeds of any enforcement of guarantees or sale of the security assets will not be sufficient to satisfy all amounts then owed to the Secured Creditors or at least not to satisfy all amounts then owed to the Bondholder. Furthermore, if the Issuer issues subsequent Bonds, the security position of the current Bondholders may be impaired.

Additionally, the intercreditor arrangement may lead to that the Bondholders are prohibited from taking certain enforcement actions at certain times, which could result in the then instructing Secured Creditors taking actions that are not in the Bondholders' best interests.

Security over assets granted to third parties

Subject to certain limitations from time to time, the Issuer may incur additional financial indebtedness and provide additional security for such indebtedness. If security is granted in favour of a third party debt provider, the Bondholders will, in the event of bankruptcy, re-organisation or winding-up of the Issuer, be subordinated in right of payment out of the assets being subject to security provided to such third party debt provider. In addition, if any such third party debt provider holding security provided by the Group were to enforce such security due to a default by any company within the Group under the relevant finance documents, such enforcement could have an adverse effect on the Group's assets, operations and, ultimately, the financial position of the Bondholders.

Risks relating to the Security Agent holding transaction security and guarantees

The Bondholders are represented by Nordic Trustee & Agency AB (publ) as agent (the “**Agent**”) and security agent (the “**Security Agent**”) in all matters relating to the guarantees and transaction security. The Security Agent is entitled to enter into agreements with members of the Group or third parties or to take any other action necessary for the purpose of maintaining, releasing or enforcing the guarantees and the transaction security or for the purpose of settling, among other things, the Bondholders’ rights to the guarantees and transaction security. Therefore, Bondholders will not have direct claims under the guarantees and security interests and will not be entitled to take enforcement action in respect of the guarantees and transaction security, except through the Security Agent, as only the Security Agent has the right to enforce the guarantees and transaction security provided in favour of the Security Agent for the benefit of the Bondholders. There is a risk that the Security Agent, or anyone appointed by it, does not properly fulfil its obligations in terms of perfecting, maintaining, enforcing or taking other necessary actions in relation to the guarantees and transaction security. In addition, the Bondholders bear some risk associated with a possible insolvency or bankruptcy of the Security Agent.

Risks related to the Bondholders’ rights and representation

Bondholders’ meetings

The Terms and Conditions includes certain provisions regarding Bondholders’ meetings. Such meetings may be held in order to resolve on matters relating to the Bondholders’ interests. The Terms and Conditions allow for stated majorities to bind all Bondholders, including Bondholders who have not taken part in the meeting and those who have voted differently from the required majority at a duly convened and conducted Bondholders’ meeting. A Bondholder may, for instance, be bound by a majority’s decision to accept a change of the interest rate, decision to accept a change of the final maturity date or decision to accept a change of the transaction security. Consequently, there is a risk that the actions of the majority in such matters will impact a Bondholder’s rights in a manner that is undesirable for some of the Bondholders.

No action against the Issuer and Bondholders’ representation

In accordance with the Terms and Conditions, the Agent represents all Bondholders in all matters relating to the Bonds and the Bondholders are prevented from taking actions on their own against the Issuer. Consequently, individual Bondholders do not have the right to take legal actions to declare any default by claiming any payment from the Issuer and may therefore lack effective remedies unless and until a requisite majority of the Bondholders agree to take such action. However, there is a risk that an individual Bondholder, in certain situations, could bring its own action against the Issuer (in breach of the Terms and Conditions), which could negatively impact an acceleration of the Bonds or other action against the Issuer.

To enable the Agent to represent Bondholders in court, the Bondholders and/or their nominees may have to submit a written power of attorney for legal proceedings. The failure of all Bondholders to submit such a power of attorney could negatively affect the legal proceedings. Under the Terms and Conditions, the Agent has in some cases the right to make decisions and take measures that bind all Bondholders. Consequently, there is a risk that the actions of the Agent in such matters will impact a Bondholder’s rights under the Terms and Conditions in a manner that is undesirable for some of the Bondholders.

The rights of Bondholders depend on the Agent’s actions and financial standing

By subscribing for, or accepting the assignment of, any Bond, each Bondholder will accept the appointment of the Agent (which is Nordic Trustee & Agency AB (publ)) to act on its behalf and to perform administrative functions relating to the Bonds. The Agent has, among other things, the right to represent the Bondholders in

all court and administrative proceedings in respect of the Bonds. However, the rights, duties and obligations of the Agent as the representative of the Bondholders are subject to the provisions of the Terms and Conditions, and there is no specific legislation or market practice in Sweden (under which laws the Terms and Conditions are governed) which would govern the Agent's performance of its duties and obligations relating to the Bonds. There is a risk that a failure by the Agent to perform its duties and obligations properly or at all will adversely affect the enforcement of the rights of the Bondholders.

The Agent may be replaced by a successor Agent in accordance with the Terms and Conditions. Generally, the successor Agent has the same rights and obligations as the retired Agent. It may be difficult to find a successor Agent with commercially acceptable terms or at all. Further, there is a risk that the successor Agent would breach its obligations under the above documents or that insolvency proceedings would be initiated against it.

There is a risk that a materialisation of any of the above risks will have an adverse effect on the enforcement of the rights of the Bondholders and Bondholders' rights to receive payments under the Bonds.

The Issuer's parent company is owned by a shareholder with significant influence over the Group

The majority owner of Francks Kylindustri Group Holding AB, being the Issuer's parent company (the "**Parent Company**"), is the Amplio private equity fund Segulah V, which currently holds approximately 60 per cent. of the total number of shares and votes in the Parent Company, whereby the remaining shares in the Parent Company are held by the management, board members and key personnel in the Parent Company and the Group. The Parent Company is in turn the sole shareholder of the Issuer. Thus, Segulah V has the opportunity to exercise significant influence over the Parent Company and consequently over the Group, and the interests of Segulah V do not necessarily coincide with the interests of the Bondholders, in particular if the Group encounters difficulties or is unable to pay its debts as they fall due. Segulah V may also have an interest in pursuing acquisitions, divestures, financings or other transactions that, in its judgement, could enhance its equity investments, although such transactions might involve risks to the Bondholders and could have an adverse effect on the Group's financial position.

THE BONDS IN BRIEF

The following summary contains basic information about the Bonds. It is not intended to be complete and it is subject to important limitations and exceptions. Potential investors should therefore carefully consider this Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Bonds. For a more complete understanding of the Bonds, including certain definitions of terms used in this summary, see the Terms and Conditions.

Issuer	Francks Kylindustri Holding AB, a public limited company incorporated under the laws of Sweden with reg. no. 559174-4767.
Bonds Offered	The aggregate nominal amount of the Bonds is an amount of up to a maximum of SEK 1,250,000,000. The Issuer has not issued the full number of Bonds on the First Issue Date and may choose to issue the remaining number of Bonds at one or more subsequent dates. At the date of this Prospectus, an aggregate nominal amount of Bonds of SEK 550,000,000 had been issued on the First Issue Date.
Number of Bonds	Maximum of 1,000 Bonds. At the date of this Prospectus 440 Bonds had been issued on the First Issue Date.
ISIN	SE0021923240.
First Issue Date	26 April 2024.
Issue Price	All Bonds issued on the First Issue Date have been issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount. The issue price of the Subsequent Bonds may be at a discount or at a premium compared to the Nominal Amount.
Interest Rates	Interest on the Bonds will be paid at a floating rate of STIBOR (or any reference rate replacing STIBOR) plus 7.00 per cent. per annum.
Interest Payment Dates	26 January, 26 April, 26 July and 26 October each year commencing on 26 July 2024. Interest accrues from (but excluding) the First Issue Date.
Nominal Amount	The Bonds have a nominal amount of SEK 1,250,000 each and the minimum permissible investment in the Bonds is SEK 1,250,000.
Status of the Bonds	<p>The Bonds are denominated in SEK and each Bond is constituted by the Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with the Terms and Conditions.</p> <p>The Bonds constitute direct, unconditional, unsubordinated and secured obligations of the Issuer, and:</p> <ul style="list-style-type: none">• shall at all times rank (i) without any preference among them and (ii) at least <i>pari passu</i> 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; and• are guaranteed by the Guarantors (as defined below).
Guarantees	<p>The Issuer's obligations under the Bonds are jointly and severally guaranteed, as for their own debt (Sw. <i>proprieborgen</i>) (the "Guarantee") by each of:</p> <ul style="list-style-type: none">• the Parent, Francks Kylindustri Group Holding AB, Swedish reg.

no. 559174-4759;

- the Issuer, Francks Kylindustri Holding AB, Swedish reg. no. 559174-4767;
- Francks Kylindustri Sweden AB, Swedish reg. no. 556787-9670;
- Francks Kylindustri Karlstad Örebro AB, Swedish reg. no. 556298-7023;
- Francks Kylindustri i Göteborg AB, Swedish reg. no. 556790-1557;
- Francks Kylindustri i Helsingborg AB, Swedish reg. no. 556370-6760;
- Francks Kylindustri Mälardalen Dalarna AB, Swedish reg. no. 556919-2528;
- Francks Kylindustri i Norrbotten AB, Swedish reg. no. 559282-5284;
- Francks Kylindustri i Norrköping AB, Swedish reg. no. 556115-8337;
- Francks Kylindustri Skaraborg Småland AB, Swedish reg. no. 556733-8545;
- Francks Kylindustri i Stockholm AB, Swedish reg. no. 556461-5705;
- Therma Industri AS, Norwegian reg. no. 991 863 796;
- Therma Bergen AS, Norwegian reg. no. 981 218 949;
- HB Kuldetjeneste AS, Norwegian reg. no. 995 138 395;
- Francks Køleindustri ApS, Danish CVR no. 44083523;
- Svedan Industri Køleanlæg A/S, Danish CVR no. 27013473; and
- any other entity which has acceded as a Guarantor to the Guarantee and Adherence Agreement and the Intercreditor Agreement pursuant to the Finance Documents (jointly the “**Guarantors**”).

Ranking of the Guarantees

The Guarantee of each Guarantor is a general obligation of such Guarantor and ranks *pari passu* in right of payment with any existing and future indebtedness of such Guarantor that is not subordinated in right of payment to such Guarantee.

The Guarantees are subject to certain limitations under local law.

Security

The Bonds are secured by security interests granted over the share capital of certain Group Companies and other assets of the Group. See the definition of “*Transaction Security*” in Clause 1.1 (*Definitions*) of the Terms and Conditions.

Call Option

The Issuer has the right to redeem outstanding Bonds in full at any time at the applicable Call Option Amount in accordance with Clause 9.3 (*Voluntary total redemption (call option)*) of the Terms and Conditions.

Call Option Amount

Call Option Amount means:

- any time from and including the First Issue Date to, but excluding, the First Call Date, at an amount per Bond equal to 103.50 per cent. of the Nominal Amount plus the present value of the remaining interest payments (assuming the same Base Rate as applied when

calculating the Interest Rate on the date on which notice of redemption is given to the Bondholders), calculated in accordance with Clause 9.3(c) of the Terms and Conditions, up to and including the First Call Date together with accrued but unpaid Interest;

- any time from and including the First Call Date to, but excluding, the first Business Day falling 24 months after the First Issue Date, at an amount per Bond equal to 103.50 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- any time from and including the first Business Day falling 24 months after the First Issue Date to, but excluding, the first Business Day falling 30 months after the First Issue Date, at an amount per Bond equal to 102.80 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- any time from and including the first Business Day falling 30 months after the First Issue Date to, but excluding, the first Business Day falling 33 months after the First Issue Date, at an amount per Bond equal to 101.40 per cent. of the Nominal Amount, together with accrued but unpaid Interest; and
- any time from and including the first Business Day falling 33 months after the First Issue Date to, but excluding, the Final Maturity Date, at an amount per Bond equal to 100.70 per cent. of the Nominal Amount, together with accrued but unpaid Interest.

First Call Date

Means the date falling 18 months after the First Issue Date.

Final Maturity Date

Means 26 April 2027.

Put Option

Upon the occurrence of a Change of Control Event, Listing Failure Event or Delisting, 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 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event, Listing Failure Event or Delisting pursuant to Clause 11.1(d) of the Terms and Conditions (after which time period such rights lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event, Listing Failure Event or Delisting.

Change of Control Event

Means;

- prior to an Equity Listing Event, 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 50 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; and
- on or after an Equity Listing Event, 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 30 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.

Certain Covenants

The Terms and Conditions contain a number of covenants which restrict the ability of the Issuer and other Group Companies, including, inter alia:

- restrictions on making any changes to the nature of their business;
- a negative pledge, restricting the granting of security over any of its/their assets (present or future) other than any Permitted Security (as defined in the Terms and Conditions);
- restrictions on the incurrence of Financial Indebtedness (as defined in the Terms and Conditions); and
- limitations on the making of distributions and disposal of assets.

Each of these covenants is subject to exceptions and qualifications, see the Terms and Conditions.

Use of Proceeds

The Issuer has used and shall use the proceeds from the Initial Bond Issue to (i) refinance the Refinancing Debt, (ii) finance general corporate purposes of the Group, including investments and acquisitions, and (iii) finance Transaction Costs. The proceeds from any Subsequent Bond Issue shall be used to (i) finance general corporate purposes of the Group, including investments and acquisitions, and (ii) finance Transaction Costs.

Transfer Restrictions

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.

Listing

The Bonds are currently listed on the Nasdaq Transfer Market Segment on Nasdaq First North Bond Market.

The Issuer intends to apply for admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm in connection with the Swedish Financial Supervisory Authority's approval of this Prospectus and the Issuer shall ensure that such admission to trading is made within twelve (12) months after the First Issue Date.

Agent

Nordic Trustee & Agency AB (publ), Swedish reg. no. 556882-1879, or another party replacing it, as Agent, in accordance with the Terms and Conditions.

Security Agent

Nordic Trustee & Agency AB (publ), Swedish reg. no. 556882-1879, or another party replacing it, as Security Agent, in accordance with the Intercreditor Agreement.

Issuing Agent

Nordea Bank Abp, filial i Sverige, or another party replacing it, as Issuing Agent, in accordance with the Terms and Conditions.

Governing Law of the Bonds

Swedish law.

Governing Law of the

Swedish law.

Intercreditor Agreement

Governing Law of the

Swedish law.

Guarantee and Adherence

Agreement**Risk Factors**

Investing in the Bonds involves substantial risks and prospective investors should refer to the section “*Risk Factors*” for a description of certain factors that they should carefully consider before deciding to invest in the Bonds.

STATEMENT OF RESPONSIBILITY

The issuance of the Bonds on 26 April 2024 has been authorised by resolutions taken by the board of directors of the Issuer on 12 April 2024. This Prospectus has been prepared in connection with the Issuer's application to list the Bonds on the corporate bond list of Nasdaq Stockholm, in accordance with the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council and Regulation (EU) 2017/1129 of 14 June 2017 of the European Parliament and of the Council as amended (the "**Prospectus Regulation**").

This Prospectus has been approved by the Swedish Financial Supervisory Authority, as competent authority under the Prospectus Regulation. The Swedish Financial Supervisory Authority only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the quality of the Bonds that are the subject of this Prospectus nor of the Issuer that is the subject of this Prospectus. Investors should make their own assessment as of the suitability of investing in the Bonds.

The board of directors of the Company is, to the extent provided by law, responsible for the information set out in this Prospectus and declares that to the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and makes no omission likely to affect its import.

Norrköping 14 April 2025

Francks Kyindustri Holding AB (publ)

The board of directors

DESCRIPTION OF MATERIAL AGREEMENTS

The following is a summary of the material terms of material agreements to which the Issuer and/or the Guarantors is a party and considered as outside of the ordinary course of business and which may affect the Group's ability to fulfil its obligations under the Bonds. The following summaries do not purport to describe all of the applicable terms and conditions of such arrangements.

Intercreditor Agreement

The Issuer as issuer, Nordic Trustee & Agency AB (publ) as original bonds agent and original security agent and the Guarantors as original ICA group companies have entered into (or acceded to, as applicable) an intercreditor agreement dated 29 April 2024 (the “**Intercreditor Agreement**”).

Unless expressly provided to the contrary in the Intercreditor 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);
- c) thirdly, any liabilities raised in the form of Intercompany Debt; and
- d) fourthly, any liabilities raised in the form of Shareholder Debt and Subordinated Debt (*pari passu* between all indebtedness under the Shareholder Debt and Subordinated Debt).

For the purpose of this subsection “*Intercreditor Agreement*”, the below listed terms shall have the following meaning:

Bonds	has the meaning given to such term in the Terms and Conditions.
Debt	means any indebtedness under or in connection with the Bonds, the Super Senior Debt (including any replacement Super Senior Debt), any New Debt, the Shareholder Debt, any Subordinated Debt and the Intercompany Debt.
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.
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).
New Debt	means Financial Indebtedness which in accordance with the Senior Finance Documents is permitted to rank <i>pari passu</i> with the Bonds and benefit from the Transaction Security (including, for as long as the Bonds remain outstanding, under paragraph (k)(ii) in the definition of Permitted Debt in the Terms and Conditions and the Original Super Senior RCF) provided that the creditors (or a representative or agent representing such creditors) under such debt has acceded to the Intercreditor Agreement.
Senior Debt	means (i) all indebtedness outstanding under the Bonds Finance Documents and (ii) any New Debt.
Shareholder Debt	means all present and future monies, 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.

Subordinated Debt	means all present and future monies, debts and liabilities due, owing or incurred from time to time by the Issuer to any Subordinated Creditor, including any dividends and any advisory, monitoring or management fee.
Super Senior Debt	means all indebtedness to the Super Senior Creditors outstanding under the Super Senior RCF Documents and the Hedging Agreements.
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 (including investments) and/or working capital purposes between any Group Company and a Super Senior RCF Creditor replacing a super senior RCF.

The senior ranking of the Super Senior Debt, Hedging Obligations and the Senior Debt provides for sharing of the same security package (including guarantees) but with a waterfall priority in relation to any enforcement proceeds, in accordance with Clause 15 (*Application of Recoveries*) of the Intercreditor Agreement. Pursuant to the waterfall provision, the Bondholders and the other creditors of Senior Debt will only receive proceeds upon enforcement actions (including proceeds received in connection with bankruptcy or other insolvency proceedings or any other Enforcement Action (as defined therein)) after the obligations towards the Security Agent, the Issuing Agent, the Bonds Agent, any other agent and the Super Senior Creditors (including the provider of a revolving facility) (each as defined therein) have been repaid in full.

Guarantee and Adherence Agreement

The Guarantors have entered into a guarantee agreement with the Security Agent dated 29 April 2024 (the "**Guarantee and Adherence Agreement**"), pursuant to which the Guarantors jointly and severally, irrevocably and unconditionally, guarantees, as principal obligor and as for its own debt (Sw. *proprieborgen*), to each Secured Party and their successors and assignees the full and punctual payment and performance of all Secured Obligations.

Each Guarantor has agreed to indemnify each Secured Party against any loss incurred by such Secured Party arising out of the non-payment, invalidity or unenforceability of the Secured Obligations, in each case, all in accordance with the terms of the Intercreditor Agreement.

The obligations and liabilities of any Guarantor incorporated in Sweden pursuant to the Guarantee and Adherence Agreement in respect of obligations owed by parties other than itself and its wholly-owned subsidiaries shall be limited if (and only if) and to the extent required by an application of the provisions of the Swedish Companies Act regulating distribution of assets (including profits and dividends and any other form of transfer of value (Sw. *värdeöverföring*) within the meaning of the Swedish Companies Act) provided that all steps open to the Guarantors incorporated in Sweden under the Guarantee and Adherence Agreement and all its shareholders to authorise its obligations under the Guarantee and Adherence Agreement have been taken. It is agreed that the Guarantee only applies to the extent permitted by the above-mentioned provisions of the Swedish Companies Act.

The obligations and liabilities of any Guarantor incorporated in Norway pursuant to the Guarantee and Adherence Agreement shall be limited to the extent necessary to comply with the mandatory provisions of law applicable to it, including sections 8-7 and 8-10, cf. section 1-3, of the Norwegian Companies Act regarding unlawful financial assistance and other restrictions on a Norwegian limited liability company's ability to grant security in favour of other group companies. The obligations of the Guarantors incorporated in Norway under the Guarantee and Adherence Agreement shall always be interpreted so as to make those Guarantors liable to the fullest extent permitted by the Norwegian Companies Act.

In addition, the obligations of any Additional Guarantor are subject to any limitation set out in the Accession Letter under which such Additional Guarantor accedes to the Guarantee and Adherence Agreement.

For the purpose of this section "**Guarantee Agreement**", the below listed terms shall have the following meaning:

Secured Obligations	shall have the same meaning ascribed to such term in the Intercreditor Agreement.
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Secured Parties	shall have the same meaning ascribed to such term in the Intercreditor Agreement.
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DESCRIPTION OF THE ISSUER AND THE GROUP

History and development of the Issuer

Francks Kylindustri Holding AB was incorporated in Sweden on 6 July 2018, registered with the Swedish Companies Registration Office on 8 October 2018 and is a Swedish public limited liability company with reg. no. 559174-4767, operating under the laws of Sweden. The Issuer's legal entity identifier (LEI) is 9845008A5AD72FEF1N81.

The registered office of Francks Kylindustri Holding AB is Box 238, 601 04 Norrköping, Sweden and its headquarters is located at Moa Martinsons gata 34, 603 78 Norrköping, Sweden with telephone number +46 (0)11-287800. The website of the Issuer is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of the Issuer, the object of the Issuer's business is to, directly or indirectly, conduct installations, manufacturing and repair of electricity, refrigeration and freezing facilities, as well as assembling, provide service and consultations in connection therewith, all through subsidiaries, and to conduct activities related thereto.

History and development of the Guarantors

Francks Kylindustri Group Holding AB

Francks Kylindustri Group Holding AB was incorporated in Sweden on 6 July 2018, registered with the Swedish Companies Registration Office on 8 October 2018 and is a Swedish private limited liability company with reg. no. 559174-4759, operating under the laws of Sweden.

The registered office of Francks Kylindustri Group Holding AB is Box 238, 601 04 Norrköping, Sweden and its visiting address is located at Moa Martinsons gata 34, 603 78 Norrköping, Sweden with telephone number +46 (0)11-287800. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri Group Holding AB, the object of the company's business is to, directly or indirectly, conduct installations, manufacturing and repair of electricity, refrigeration and freezing facilities, as well as assembling, provide service and consultations in connection therewith, all through subsidiaries, and to conduct activities related thereto.

Francks Kylindustri Sweden AB

Francks Kylindustri Sweden AB was incorporated in Sweden on 8 June 2009, registered with the Swedish Companies Registration Office on 31 August 2009 and is a Swedish private limited liability company with reg. no. 556787-9670, operating under the laws of Sweden.

The registered office of Francks Kylindustri Sweden AB is Box 238, 601 04 Norrköping, Sweden and its visiting address is located at Moa Martinsons gata 34, 603 78 Norrköping, Sweden with telephone number +46 (0)11-287800. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri Sweden AB, the object of the company's business is to provide economic and technical consultancy services in the refrigeration industry and activities related thereto.

Francks Kylindustri Karlstad Örebro AB

Francks Kylindustri Karlstad Örebro AB was incorporated in Sweden on 22 April 1987, registered with the Swedish Companies Registration Office on 20 May 1987 and is a Swedish private limited liability company with reg. no. 556298-7023, operating under the laws of Sweden.

The registered office of Francks Kylindustri Karlstad Örebro AB is Lambergsgatan 36, 652 21 Karlstad, Sweden and its visiting address is located at Lambergsgatan 36, 652 21 Karlstad, Sweden with telephone number +46 (0)54-876444. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri Karlstad Örebro AB, the object of the company's business is to conduct sales, service and installation of refrigeration facilities and commercial kitchen equipment, as well as activities related thereto.

Francks Kylindustri i Göteborg AB

Francks Kylindustri i Göteborg AB was incorporated in Sweden on 1 October 2009, registered with the Swedish Companies Registration Office on 1 October 2009 and is a Swedish private limited liability company with reg. no. 556790-1557, operating under the laws of Sweden.

The registered office of Francks Kylindustri i Göteborg AB is Moa Martinsons gata 34, 601 04 Norrköping, Sweden and its visiting address is located at Hildedalsgatan 28 C, 417 05 Göteborg, Sweden with telephone number +46 (0)31-226140. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri i Göteborg AB, the object of the company's business is to conduct manufacturing, repair and installation of refrigeration and freezing facilities, and trade such equipment, as well as activities related thereto.

Francks Kylindustri i Helsingborg AB

Francks Kylindustri i Helsingborg AB was incorporated in Sweden on 28 August 1989, registered with the Swedish Companies Registration Office on 2 October 1989 and is a Swedish private limited liability company with reg. no. 556370-6760, operating under the laws of Sweden.

The registered office of Francks Kylindustri i Helsingborg AB is Depågatan 85, 254 64 Helsingborg, Sweden and its visiting address is located at Depågatan 85, 254 64 Helsingborg, Sweden with telephone number +46 (0)42-4561070. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri i Helsingborg AB, the object of the company's business is to conduct installation, manufacturing and repair of refrigeration and freezing facilities, ammonia installations and provide service and consultations in connection therewith, as well as activities related thereto.

Francks Kylindustri Mälardalen Dalarna AB

Francks Kylindustri Mälardalen Dalarna AB was incorporated in Sweden on 4 December 2012, registered with the Swedish Companies Registration Office on 16 January 2013 and is a Swedish private limited liability company with reg. no. 556919-2528, operating under the laws of Sweden.

The registered office of Francks Kylindustri Mälardalen Dalarna AB is Slakterigatan 1, 721 32 Västerås, Sweden and its visiting address is located at Slakterigatan 1, 721 32 Västerås, Sweden with telephone number +46 (0)21-184200. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri Mälardalen Dalarna AB, the object of the company's business is to conduct installation, manufacturing and repair of refrigeration and freezing facilities, provide services and consultations in connection therewith, as well as activities related thereto.

Francks Kylindustri i Norrköping AB

Francks Kylindustri i Norrköping AB was incorporated in Sweden on 8 January 1968, registered with the Swedish Companies Registration Office on 12 March 1968 and is a Swedish private limited liability company with reg. no. 556115-8337, operating under the laws of Sweden.

The registered office of Francks Kylindustri i Norrköping AB is Box 238, 601 04 Norrköping, Sweden and its visiting address is located at Moa Martinsons gata 34, 603 78 Norrköping, Sweden with telephone number +46 (0)11-329200. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri i Norrköping AB, the object of the company's business is to conduct installation, manufacturing and repair of refrigeration and freezing facilities, provide services and consultations in connection therewith, as well as activities related thereto.

Francks Kylindustri Skaraborg Småland AB

Francks Kylindustri Skaraborg Småland AB was incorporated in Sweden on 8 May 2007, registered with the Swedish Companies Registration Office on 3 July 2007 and is a Swedish private limited liability company with reg. no. 556733-8545, operating under the laws of Sweden.

The registered office of Francks Kylindustri Skaraborg Småland AB is Sidvallsgatan 7, 521 36 Falköping, Sweden and its visiting address is located at Sidvallsgatan 7, 521 36 Falköping, Sweden with telephone number +46 (0)515-31500. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri Skaraborg Småland AB, the object of the company's business is to conduct sales and service of refrigeration, freezing and heat pump facilities and activities related thereto, as well as conduct trading in securities.

Francks Kylindustri i Stockholm AB

Francks Kylindustri i Stockholm AB was incorporated in Sweden on 21 January 1993, registered with the Swedish Companies Registration Office on 1 February 1993 and is a Swedish private limited liability company with reg. no. 556461-5705, operating under the laws of Sweden.

The registered office of Francks Kylindustri i Stockholm AB is Box 581, 192 05 Sollentuna, Sweden and its visiting address is located at Hovslagarevägen 4, 192 05 Sollentuna, Sweden with telephone number +46 (0)8-59496800. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri i Stockholm AB, the object of the company's business is to conduct installation, manufacturing and repair of refrigeration and freezing facilities, provide services and consultations in connection therewith, as well as activities related thereto.

Francks Kylindustri i Norrbotten AB

Francks Kylindustri i Norrbotten AB was incorporated in Sweden on 11 November 2020, registered with the Swedish Companies Registration Office on 12 November 2020 and is a Swedish private limited liability company with reg. no. 559282-5284, operating under the laws of Sweden.

The registered office of Francks Kylindustri i Norrbotten AB is Box 238, 601 04 Norrköping, Sweden and its visiting address is located at Murbruksvägen 13, 973 45 Luleå, Sweden with telephone number +46 (0)920-259950. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Kylindustri i Norrbotten AB, the object of the company's business is to conduct installation, manufacturing and repair of refrigeration and freezing facilities, provide services and consultations in connection therewith, as well as activities related thereto.

Therma Industri AS

Therma Industri AS was incorporated in Norway on 17 October 2007, registered with the Norwegian Register of Business Enterprises on 24 October 2007 and is a Norwegian private limited liability company with Norwegian reg. no. 991 863 796, operating under the laws of Norway.

The registered office of Therma Industri AS is Ole Deviks vei 4, 0666 Oslo, Norway and its visiting address is located at Ole Deviks vei 4, 0666 Oslo, Norway with telephone number +47 229 70 513. The website of the company is www.therma.no. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Therma Industri AS, the object of the company's business is to conduct production and trade, and activities related thereto, including leasing of premises and co-ownership in other companies.

Therma Bergen AS

Therma Bergen AS was incorporated in Norway on 2 November 1999, registered with the Norwegian Register of Business Enterprises on 10 November 1999 and is a Norwegian private limited liability company with Norwegian reg. no. 981 218 949, operating under the laws of Norway.

The registered office of Therma Bergen AS is Damsgårdsveien 100, 5058 Bergen, Norway and its visiting address is located at Damsgårdsveien 100, 5058 Bergen, Norway with telephone number +47 55987950. The website of the company is www.thermabergen.no. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Therma Bergen AS, the object of the company's business is to conduct sales and service of refrigeration facilities and commercial kitchen equipment, and activities related thereto.

HB Kuldetjeneste AS

HB Kuldetjeneste AS was incorporated in Norway on 11 January 2010, registered with the Norwegian Register of Business Enterprises on 6 February 2010 and is a Norwegian private limited liability company with Norwegian reg. no. 995 138 395, operating under the laws of Norway.

The registered office of HB Kuldetjeneste AS is Surfellinggen 1, 1739 Borgenhaugen, Norway and its visiting address is located at Surfellinggen 1, 1739 Borgenhaugen, Norway with telephone number +47 69104670. The

website of the company is www.kuldetjeneste.no. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of HB Kuldetjeneste AS, the object of the company's business is to conduct retailing, agency business, service, rental, sale of services, investment activities, property management and business management on its own or through wholly or partly owned companies, or in co-operation with other companies, and activities related thereto.

Francks Køleindustri ApS

Francks Køleindustri ApS was incorporated in Denmark on 26 May 2023, registered with the Danish Central Business Register on 30 May 2023 and is a Danish private limited liability company with Danish CVR no. 44083523, operating under the laws of Denmark.

The registered office of Francks Køleindustri ApS is Messingvej 56A, 8940 Randers SV, Denmark and its visiting address is located at Endelavevej 1, 8940 Randers, Denmark with telephone number +45 8882 6100. The website of the company is www.francksref.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Francks Køleindustri ApS, the object of the company's business is to conduct purchase, sale and service of refrigeration facilities, and activities related thereto.

Svedan Industri Køleanlæg A/S

Svedan Industri Køleanlæg A/S was incorporated in Denmark on 13 February 2003, registered with the Danish Central Business Register on 14 February 2003 and is a Danish public limited liability company with Danish CVR no. 27013473, operating under the laws of Denmark.

The registered office of Svedan Industri Køleanlæg A/S is Håndværkerbyen 8, 2670 Greve, Denmark and its visiting address is located at Håndværkerbyen 8, 2670 Greve, Denmark with telephone number +45 4390 7111. The website of the company is www.svedan.com. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with the articles of association of Svedan Industri Køleanlæg A/S, the object of the company's business is to conduct commerce, investment and activities related thereto.

Business and operations of the Group

The Issuer's operations are focused on managing its subsidiaries within the Group.

The Group is a leading industrial and commercial cooling specialist in the Nordics with operations in Sweden, Norway, Denmark and Finland offering services within colling, heating and energy-efficient installations. The Group's offering covers the full lifecycle of the cooling system and consist of two main areas:

- Contracting (accounting for approximately 55 per cent of net sales) which includes projects covering consultation, design, construction, installation, and automation of cooling systems, with a focus on system solutions based on natural refrigerants.
- Aftermarket services (accounting for approximately 45 per cent of net sales) which include service of existing cooling systems, including maintenance work, regular scheduled services and check-ups of equipment and replacement of worn-out parts, generating recurring revenues.

In October 2024, the Issuer announced that the Group expanded into the Finnish market, and accordingly offers industrial cooling solutions to Finland under the Finnish name, Francks Kylmäteollisuus Suomi Oy,

bringing energy-efficient industrial cooling expertise to support and help improve the Group's new customers businesses.

"Francks Kylindustri" was founded in the 1950s and has since established a market leading position within industrial and commercial cooling in the Nordics through a combination of organic growth and acquisitions with 31 add-on acquisitions completed since 2019.

Share capital and ownership structure of the Issuer

The shares of Francks Kylindustri Holding AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the Issuer has an issued share capital of SEK 539,977 divided into 539,977 shares.

The sole shareholder of Francks Kylindustri Holding AB is Francks Kylindustri Group Holding AB. Francks Kylindustri Group Holding AB is in turn majority owned by Segulah V Invest AB, Swedish reg. no 559176-2173, with an approximate ownership of 60 per cent of the issued share capital, and partly owned by certain minority owners holding approximately 40 per cent of the issued share capital in Francks Kylindustri Group Holding AB.

Segulah V Invest AB and the minority owners of Francks Kylindustri Group Holding AB have entered into a shareholders' agreement which, pursuant to its terms, could result in a change of control of the Issuer.

To ensure that the control over the Issuer is not abused, the Issuer complies with relevant laws in Sweden including, among others, the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*).

Share capital and ownership structure of the Guarantors

Francks Kylindustri Group Holding AB

The shares of Francks Kylindustri Group Holding AB are denominated in SEK. The shares are divided into common shares A and preference shares B. All preference shares B have precedence over common shares A on distribution of income and capital, and preference shares B have precedence over common shares A in the event of liquidation. The common shares A and the preference shares B carry one vote per share regardless of share class. As of the date of this Prospectus, Francks Kylindustri Group Holding AB has an issued share capital of SEK 17,677,869.333024 divided into 2,180,698 common shares A and 15,272,688 preference shares B.

See "*Share capital and ownership structure of the Issuer*" above and "*Overview of Group structure*" below for further details of the ownership structure.

Francks Kylindustri Sweden AB

The shares of Francks Kylindustri Sweden AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 521,500 divided into 1,043 shares.

See "*Overview of Group structure*" below for further details of the ownership structure.

Francks Kylindustri Karlstad Örebro AB

The shares of Francks Kylindustri Karlstad Örebro AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 250,000 divided into 2,500 shares.

See "*Overview of Group structure*" below for further details of the ownership structure.

Francks Kylindustri i Göteborg AB

The shares of Francks Kylindustri i Göteborg AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 100,000 divided into 1,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri i Helsingborg AB

The shares of Francks Kylindustri i Helsingborg AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 100,000 divided into 1,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri Mälardalen Dalarna AB

The shares of Francks Kylindustri Mälardalen Dalarna AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 100,000 divided into 1,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri i Norrköping AB

The shares of Francks Kylindustri i Norrköping AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 684,600 divided into 6,846 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri Skaraborg Småland AB

The shares of Francks Kylindustri Skaraborg Småland AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 100,000 divided into 1,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri i Stockholm AB

The shares of Francks Kylindustri i Stockholm AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 150,000 divided into 1,500 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Kylindustri i Norrbotten AB

The shares of Francks Kylindustri i Norrbotten AB are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of SEK 100,000 divided into 1,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Therma Industri AS

The shares of Therma Industri AS are denominated in NOK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of NOK 4,484,799 divided into 4,484,799 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Therma Bergen AS

The shares of Therma Bergen AS are denominated in NOK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of NOK 152,000 divided into 15,200 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

HB Kuldetjeneste AS

The shares of HB Kuldetjeneste AS are denominated in NOK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has an issued share capital of NOK 200,000 divided into 200 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Francks Køleindustri ApS

The shares of Francks Køleindustri ApS are denominated in DKK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has a registered share capital of DKK 40,000 divided into 40,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Svedan Industri Køleanlæg A/S

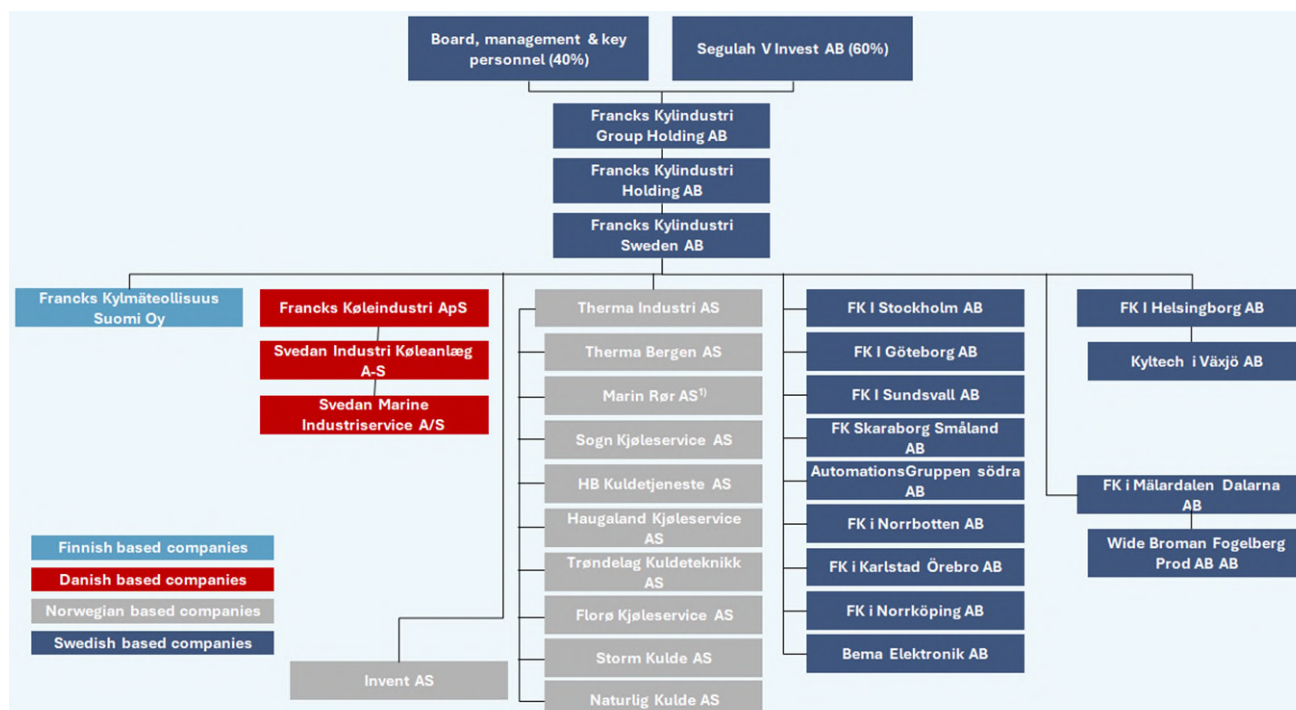
The shares of Svedan Industri Køleanlæg A/S are denominated in DKK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the company has a registered share capital of DKK 1,000,000 divided into 1,000,000 shares.

See “*Overview of Group structure*” below for further details of the ownership structure.

Overview of Group structure

As of the date of this Prospectus, the Issuer has, directly and indirectly 30 subsidiaries of which 29 are directly or indirectly wholly owned. Operations are conducted by the subsidiaries and the Issuer is thus dependent on its subsidiaries to generate revenues and profit in order to be able to fulfil its payment obligations under the Bonds.

The structure of the Group, including its subsidiaries, is set out below.



¹ All companies in the legal structure are 100% owned except from Marin Rør (80 per cent. owned)

Recent events

There have been no recent events particular to the Issuer or any of the Guarantors, which are to a material extent relevant to the evaluation of the Issuer's or the Group's solvency, since 31 December 2024, being the end of the latest financial period for which interim financial information has been published, to the date of this Prospectus.

Significant changes and trend information

There has been no significant change in the financial position or financial performance of the Group since 31 December 2024, being the end of the latest financial period for which interim financial information has been published, to the date of this Prospectus.

There has been no material adverse change in the prospects of the Issuer or any of the Guarantors since the date of the latest financial period for which audited financial information has been published.

Legal and arbitration proceedings

The Group is involved in a dispute regarding a completed cold storage project, which after completion malfunctioned and inventory stored at the location with an estimated value of SEK 66,000,000 was destroyed. The relevant customer's insurance company has sued the relevant Group Company, being Therma Industri AS, as well as Therma Industri AS' insurance company. The main hearing in the dispute is expected to be held in October 2025. Any adverse effect on the Group in respect of the claim may potentially be re-claimed under a share purchase agreement from 2021 between the relevant Group Company and the sellers under the share purchase agreement, and/or partly be covered under a liability insurance. If Therma Industri AS is found to be liable for the damage, it is estimated that Therma Industri AS ultimately may have to account for an amount up to NOK 36,000,000, corresponding to approximately SEK 34,000,000.

Apart from the above, the Group is not and has not been, over the past twelve months, a party to any legal, governmental or arbitration proceedings that have had, or would have, a significant effect on the Group's financial position or profitability. Nor is the Issuer aware of any such proceedings which are pending or threatening, and which could lead to the Issuer or any other member of the Group becoming a party to such proceedings.

Credit rating

No credit rating has been assigned to the Issuer or any of the Guarantors, or any of their debt securities.

MANAGEMENT

The board of directors of the Company

The board of directors of the Company currently consists of four members. The board of directors may be contacted through the Company at its head office at Moa Martinsons Gatan 34, 603 78 Norrköping, Sweden. Information regarding the board members including significant commitments outside the Group, which are relevant for the Company, is set out below.

Tomas Johansson, chairman of the board since 2019

Current material commitments outside the Group: Chairman of the board of directors in SELATEK and member of the board of directors in Pelly Group.

Håkan Bergqvist, member of the board since 2019

Current material commitments outside the Group: -

Marcus Planting-Bergloo, member of the board since 2019

Current material commitments outside the Group: Managing Partner and member of the board of directors at Amplio Private Equity (and various other companies in the Amplio structure) and member of the board of directors in Hermes Medical Solutions and SELATEK.

Oskar Oxenstierna, member of the board since 2019

Current material commitments outside the Group: Partner and member of the board of directors at Amplio Private Equity (and various other companies in the Amplio structure) and member of the board of directors in Ferla and Pelly Group.

Senior management of the Company

The senior management of the Company currently consists of four members. The senior management may be contacted through the Company at its head office at Moa Martinsons Gatan 34, 603 78 Norrköping, Sweden. Information regarding the senior management including significant commitments outside the Group, which are relevant for the Company, is set out below.

Sören Jensen, CEO, Group CEO, Regional CEO Sweden

Current material commitments outside the Group: -

Kerstin Levin, CFO

Current material commitments outside the Group: -

Per Christian Sandved, Regional CEO Norway

Current material commitments outside the Group: -

Lars Østergaard, Regional CEO Denmark

Current material commitments outside the Group: -

The board of directors and management of the Guarantors

Francks Kylindustri Group Holding AB

Information on the members of the board of directors and senior management of Francks Kylindustri Group Holding AB is set forth below. For information about material commitments for the board members and senior management outside the Group please refer to the subsection “*The board of directors of the Company*” and “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri Group Holding AB at its office at Moa Martinsons Gatan 34, 603 78 Norrköping, Sweden.

Tomas Johansson, chairman of the board

Håkan Bergqvist, member of the board

Marcus Planting-Bergloo, member of the board

Oskar Oxenstierna, member of the board

Sören Jensen, CEO

Francks Kylindustri Sweden AB

Information on the members of the board of directors and senior management of Francks Kylindustri Sweden AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsections “*The board of directors of the Company*” and “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri Sweden AB at its office at Moa Martinsons Gatan 34, 603 78 Norrköping, Sweden.

Tomas Johansson, chairman of the board

Sören Jensen, CEO and member of the board

Kerstin Levin, member of the board

Francks Kylindustri Karlstad Örebro AB

Information on the members of the board of directors and senior management of Francks Kylindustri Karlstad Örebro AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri Karlstad Örebro AB at its office at Lambergsgatan 36, 652 21 Karlstad, Sweden.

Sören Jensen, CEO and chairman of the board

Christian Wingård, member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Torbjörn Engelbrektson, member of the board

Current material commitments outside the Group: -

Francks Kylindustri i Göteborg AB

Information on the members of the board of directors and senior management of Francks Kylindustri i Göteborg AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri i Göteborg AB at its office at Hildedalsgatan 28 C, 417 05 Göteborg, Sweden.

Sören Jensen, CEO and chairman of the board

Christian Wingård, member of the board

Kerstin Levin, member of the board

Francks Kylindustri i Helsingborg AB

Information on the members of the board of directors and senior management of Francks Kylindustri i Helsingborg AB is set forth below. For information about material commitments for the board members outside the Group please refer to the subsections “*Senior management of the Company*” and “*Francks Kylindustri i Göteborg AB*”. The board of directors and senior management may be contacted through Francks Kylindustri i Helsingborg AB at its office at Depågatan 85, 254 64 Helsingborg, Sweden.

Sören Jensen, chairman of the board

Mikael Syrén, CEO and member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Francks Kylindustri Mälardalen Dalarna AB

Information on the members of the board of directors and senior management of Francks Kylindustri Mälardalen Dalarna AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri Mälardalen Dalarna AB at its office at Slakterigatan 1, 721 32 Västerås, Sweden.

Sören Jensen, chairman of the board

Peter Eriksson, CEO and member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Francks Kylindustri i Norrköping AB

Information on the members of the board of directors and senior management of Francks Kylindustri i Norrköping AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri i Norrköping AB at its office at Moa Martinsons gata 34, 603 78 Norrköping, Sweden.

Sören Jensen, CEO and chairman of the board

Marcus Birgersson, member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Francks Kylindustri Skaraborg Småland AB

Information on the members of the board of directors and senior management of Francks Kylindustri Skaraborg Småland AB is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Kylindustri Skaraborg Småland AB at its office at Sidvallsgatan 7, 521 36 Falköping, Sweden.

Sören Jensen, chairman of the board

Mikael Olsson, CEO and member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Francks Kylindustri i Stockholm AB

Information on the members of the board of directors and senior management of Francks Kylindustri i Stockholm AB is set forth below. For information about material commitments for the board members and senior management outside the Group please refer to the subsections “*Senior management of the Company*” and “*Francks Kylindustri i Norrköping AB*”. The board of directors and senior management may be contacted through Francks Kylindustri i Stockholm AB at its office at Hovslagarevägen 4, 192 05 Sollentuna, Sweden.

Sören Jensen, CEO and chairman of the board

Marcus Birgersson, member of the board

Kerstin Levin, member of the board

Francks Kylindustri i Norrbotten AB

Information on the members of the board of directors and senior management of Francks Kylindustri i Norrbotten AB is set forth below. For information about material commitments for the board members and senior management outside the Group please refer to the subsections “*Senior management of the Company*” and “*Francks Kylindustri Mälardalen Dalarna AB*”. The board of directors and senior management may be contacted through Francks Kylindustri i Norrbotten AB at its office at Murbruksvägen 13, 973 45 Luleå Sweden.

Sören Jensen, chairman of the board

Peter Eriksson, CEO and member of the board

Kerstin Levin, member of the board

Therma Industri AS

Information on the members of the board of directors and senior management of Therma Industri AS is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Therma Industri AS at its office at Ole Deviks vei 4, 0666 Oslo, Norway.

Sören Jensen, chairman of the board

Per Christian Sandved, CEO and member of the board

Stein Terje Brekke, member of the board

Current material commitments outside the Group: -

Christina Østvik, member of the board

Current material commitments outside the Group: -

Kerstin Levin, member of the board

Therma Bergen AS

Information on the members of the board of directors and senior management of Therma Bergen AS is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsections “*Senior management of the Company*” and “*Therma Industri AS*”. The board of directors and senior management may be contacted through Therma Bergen AS at its office at Damsgårdsveien 100, 5058 Bergen, Norway.

Per Christian Sandved, chairman of the board

Julian Hanssen, CEO and member of the board

Current material commitments outside the Group: -

Pål Harald Haukeland, member of the board

Current material commitments outside the Group: Member of the board of directors in Foreningen for ventilasjon, kulde og energi

Christina Østvik, member of the board

HB Kuldetjeneste AS

Information on the members of the board of directors and senior management of HB Kuldetjeneste AS is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsections “*Senior management of the Company*” and “*Therma Industri AS*”. The board of directors and senior management may be contacted through HB Kuldetjeneste AS at its office at Surfellingen 1, 1739 Borgenhaugen, Norway.

Per Christian Sandved, chairman of the board

Jørgen Eckroll, member of the board

Current material commitments outside the Group: -

Christina Østvik, member of the board

Yann Amaury Boris Pecqueux, member of the board

Current material commitments outside the Group: -

Tom-Andre Solberg, CEO

Current material commitments outside the Group: -

Francks Køleindustri ApS

Information on the members of the board of directors and senior management of Francks Køleindustri ApS is set forth below. For information about material commitments for the board members and senior management outside the Group please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Francks Køleindustri ApS at its office at Endelavevej 1, 8940 Randers, Denmark.

Sören Jensen, chairman of the board

Lars Østergaard, CEO and member of the board

Kerstin Levin, member of the board

Svedan Industri Køleanlæg A/S

Information on the members of the board and senior management of directors of Svedan Industri Køleanlæg A/S is set forth below. For information about material commitments for the board members and senior management outside the Group, in addition to the information set forth below, please refer to the subsection “*Senior management of the Company*”. The board of directors and senior management may be contacted through Svedan Industri Køleanlæg A/S at its office at Håndværkerbyen 8, 2670 Greve, Denmark.

Sören Jensen, chairman of the board

Lars Østergaard, member of the board

Kerstin Levin, member of the board

Peter Anskjær, CEO

Current material commitments outside the Group: -

Conflicts of interests within board of directors and senior management

To the extent that can be reasonably verified by the Group, no conflict of interest exists regarding the private affairs, family relations, or any other kind, between members of the administrative and senior management bodies that might conflict with the Group’s interests or prevent the aforementioned to faithfully execute their duties to the Group.

HISTORICAL FINANCIAL INFORMATION

The Company and the Group

The Group's financial report for the financial years of 2024 and 2023 and the independent auditor's report for the financial years of 2024 and 2023 are incorporated in this Prospectus by reference in full. For particular financial figures, please refer to the pages set out below. The documents are available on the Company's website during the validity period of this Prospectus at www.francksref.com/investerare. The information incorporated by reference is to be read as part of this Prospectus.

Information in the documents below, which is not incorporated by reference, is either covered elsewhere in this Prospectus, or is deemed by the Company not to be relevant for investors in the Bonds.

The financial report for the financial years of 2024 and 2023 have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB), and the interpretations provided by the International Financial Reporting Interpretations Committee (IFRIC) as adopted by the European Union. The financial report for the financial years 2024 and 2023, and the independent auditor's report for the financial years of 2024 and 2023, have been prepared for the specific purpose of being part of this Prospectus.

Unless otherwise stated, no information in this Prospectus has been audited or reviewed by the Company's or any Guarantor's auditor.

Reference

Pages

Financial report of Francks Kyllindustri Holding AB for the financial years of 2024 and 2023

Consolidated statement of comprehensive income	2
Consolidated statement of balance sheet	3-4
Consolidated statement of changes in equity	5
Consolidated statement of cash flow	6
Notes to the financial statements	7-44
<i>Auditor's report on historical financial information</i>	1-3

The Group's financial information for the periods 1 January – 31 December 2024 and 1 January – 31 December 2023 presented above has been audited by PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Magnus Svensson Henryson as auditor in charge. Magnus Svensson Henryson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

The Guarantors

The following information in the Guarantors' annual reports and historical audited financial information for the financial years of 2023 and 2022 is incorporated in this Prospectus by reference. The documents are available on the Company's website during the validity period of this Prospectus at

www.francksref.com/investerare. The information incorporated by reference is to be read as part of this Prospectus.

Information in the documents below, which is not incorporated by reference, is either covered elsewhere in this Prospectus, or is deemed by the Company not to be relevant for investors in the Bonds.

Unless otherwise stated, no information in this Prospectus has been audited or reviewed by the Company's or any Guarantor's auditor.

Francks Kyindustri Group Holding AB

The following information in Francks Kyindustri Group Holding AB's annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
 <i>Annual report of Francks Kyindustri Group Holding AB for the financial year of 2023</i>	
The group's consolidated income statement	4
The group's consolidated balance sheet	5-6
The group's consolidated changes in equity	3
Notes (including accounting principles)	12-28
<i>Independent auditor's report for the financial year of 2023</i>	1-3
 <i>Annual report of Francks Kyindustri Group Holding AB for the financial year of 2022</i>	
The group's consolidated income statement	4
The group's consolidated balance sheet	5-6
The group's consolidated changes in equity	2
Notes (including accounting principles)	12-27
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kyindustri Group Holding AB's annual reports for the financial years of 2023 and 2022 have been audited by PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Magnus Svensson Henryson as auditor in charge. Magnus Svensson Henryson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylinindustri Sweden AB

The following information in Francks Kylinindustri Sweden AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
 <i>Annual report of Francks Kylinindustri Sweden AB for the financial year of 2023</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	6-10
<i>Independent auditor's report for the financial year of 2023</i>	1-3
 <i>Annual report of Francks Kylinindustri Sweden AB for the financial year of 2022</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylinindustri Sweden AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Ulrika Klacksell as auditor in charge. Ulrika Klacksell is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylinindustri Karlstad Örebro AB

The following information in Francks Kylinindustri Karlstad Örebro AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

Reference	Pages
<i>Annual report of Francks Kyindustri Karlstad Örebro AB for the financial year of 2023</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2023</i>	1-3
<i>Annual report of Francks Kyindustri Karlstad Örebro AB for the financial year of 2022</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-8
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kyindustri Karlstad Örebro AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kyindustri i Göteborg AB

The following information in Francks Kyindustri i Göteborg AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

Reference**Pages***Annual report of Francks Kyllindustri i Göteborg AB
for the financial year of 2023*

Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2023</i>	1-3

*Annual report of Francks Kyllindustri i Göteborg AB
for the financial year of 2022*

Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kyllindustri i Göteborg AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kyllindustri i Helsingborg AB

The following information in Francks Kyllindustri i Helsingborg AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

Reference**Pages***Annual report of Francks Kyllindustri i Helsingborg
AB for the financial year of 2023*

Income statement	3
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Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	7-15
<i>Independent auditor's report for the financial year of 2023</i>	1-3
 <i>Annual report of Francks Kylindustri i Helsingborg AB for the financial year of 2022</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	7-14
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylindustri i Helsingborg AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylindustri Mälardalen Dalarna AB

The following information in Francks Kylindustri Mälardalen Dalarna AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
 <i>Annual report of Francks Kylindustri Mälardalen Dalarna AB for the financial year of 2023</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	6-9

<i>Independent auditor's report for the financial year of 2023</i>	1-3
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Annual report of Francks Kyindustri Mälardalen Dalarna AB for the financial year of 2022

Income statement	3
Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	6-10

<i>Independent auditor's report for the financial year of 2022</i>	1-3
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Francks Kyindustri Mälardalen Dalarna AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kyindustri i Norrköping AB

The following information in Francks Kyindustri i Norrköping AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
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Annual report of Francks Kyindustri i Norrköping AB for the financial year of 2023

Income statement	3
Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	7-14

<i>Independent auditor's report for the financial year of 2023</i>	1-3
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Annual report of Francks Kyindustri i Norrköping AB for the financial year of 2022

Income statement	3
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Balance sheet	4-5
Changes in equity	2
Notes (including accounting principles)	7-12
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylindustri i Norrköping AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylindustri Skaraborg Småland AB

The following information in Francks Kylindustri Skaraborg Småland AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
<i>Annual report of Francks Kylindustri Skaraborg Småland AB for the financial year of 2023</i>	
Income statement	2
Balance sheet	3-4
Changes in equity	1
Notes (including accounting principles)	5-8
<i>Independent auditor's report for the financial year of 2023</i>	1-3
<i>Annual report of Francks Kylindustri Skaraborg Småland AB for the financial year of 2022</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylindustri Skaraborg Småland AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylindustri i Stockholm AB

The following information in Francks Kylindustri i Stockholm AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
<i>Annual report of Francks Kylindustri i Stockholm AB for the financial year of 2023</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2023</i>	1-3
<i>Annual report of Francks Kylindustri i Stockholm AB for the financial year of 2022</i>	
Income statement	3
Balance sheet	4-5
Changes in equity	1
Notes (including accounting principles)	6-9
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylindustri i Stockholm AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Francks Kylindustri i Norrbotten AB

The following information in Francks Kylindustri i Norrbotten AB annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports of 2023 and 2022 have been prepared in accordance with the Swedish Accounting Standards Board's recommendation BFNAR 2012:1 (K3) and the Swedish Annual Accounts Act.

<i>Reference</i>	<i>Pages</i>
 <i>Annual report of Francks Kylindustri i Norrbotten AB for the financial year of 2023</i>	
Income statement	2
Balance sheet	3-4
Changes in equity	1
Notes (including accounting principles)	5-7
<i>Independent auditor's report for the financial year of 2023</i>	1-3
 <i>Annual report of Francks Kylindustri i Norrbotten AB for the financial year of 2022</i>	
Income statement	2
Balance sheet	3-4
Changes in equity	1
Notes (including accounting principles)	5-7
<i>Independent auditor's report for the financial year of 2022</i>	1-3

Francks Kylindustri i Norrbotten AB's annual reports for the financial years of 2023 and 2022 have been audited by Öhrlings PricewaterhouseCoopers AB, Torsgatan 21, 113 97 Stockholm, Sweden, with Elin Karlsson as auditor in charge. Elin Karlsson is an authorized auditor and is a member of FAR, organisation for accounting consultants, auditors and advisors.

Therma Industri AS

The following information in Therma Industri AS annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports for the financial years of 2023 and 2022 have been prepared in accordance with Norwegian Generally Accepted Accounting Principles.

Reference	Pages
<i>Annual report of Therma Industri AS for the financial year of 2023</i>	
Revenue statement	4
Balance sheet	5-6
Notes (including accounting principles)	8-13
<i>Independent auditor's report for the financial year of 2023</i>	1-2
 <i>Annual report of Therma Industri AS for the financial year of 2022</i>	
Revenue statement	5
Balance sheet	6-7
Notes (including accounting principles)	9-14
<i>Independent auditor's report for the financial year of 2022</i>	1-2

Therma Industri AS's annual reports for the financial years of 2023 and 2022 have been audited by Revisorgruppen Akershus AS, Rosenholmveien 25, 1414 Trollåsen, Norway, with Jan Willem van Woensel Kooy as auditor in charge. Jan Willem van Woensel Kooy is an authorized auditor and is a member of the Norwegian Institute of Public Accountants.

Therma Bergen AS

The following information in Therma Bergen AS annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports for the financial years of 2023 and 2022 have been prepared in accordance with Norwegian Generally Accepted Accounting Principles.

Reference	Pages
<i>Annual report of Therma Bergen AS for the financial year of 2023</i>	
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<i>Independent auditor's report for the financial year of 2023</i>	1-2
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Annual report of Therma Bergen AS for the financial year of 2022

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<i>Independent auditor's report for the financial year of 2022</i>	1-2

Therma Bergen AS's annual reports for the financial years of 2023 and 2022 have been audited by Revisorgruppen Akershus AS, Rosenholmveien 25, 1414 Trollåsen, Norway, with Jan Willem van Woensel Kooy as auditor in charge. Jan Willem van Woensel Kooy is an authorized auditor and is a member of the Norwegian Institute of Public Accountants.

HB Kuldetjeneste AS

The following information in HB Kuldetjeneste AS annual reports for the financial years of 2023 and 2022 and the independent auditor's reports for the financial years of 2023 and 2022 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports for the financial years of 2023 and 2022 have been prepared in accordance with Norwegian Generally Accepted Accounting Principles.

<i>Reference</i>	<i>Pages</i>
<i>Annual report of HB Kuldetjeneste AS for the financial year of 2023</i>	
Income statement	2
Balance sheet	3-4
Notes (including accounting principles)	5-7
<i>Independent auditor's report for the financial year of 2023</i>	1-2
<i>Annual report of HB Kuldetjeneste AS for the financial year of 2022</i>	
Income statement	2
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Notes (including accounting principles)	5-7

HB Kuldetjeneste AS's annual report for the financial year of 2023 have been audited by Revisorgruppen Akershus AS, Rosenholmveien 25, 1414 Trollåsen, Norway, with Jan Willem van Woensel Kooy as auditor in charge. Jan Willem van Woensel Kooy is an authorized auditor and is a member of the Norwegian Institute of Public Accountants.

HB Kuldetjeneste AS's annual report for the financial year of 2022 have been audited by Revisorgruppen Østfold AS, Hundskinnveien 98, 1711 Sarpsborg, Norway, with Geir Brautaset as auditor in charge. Geir Brautaset is an authorized auditor and is a member of the Norwegian Institute of Public Accountants.

Francks Køleindustri ApS

The following information in Francks Køleindustri ApS historical audited financial information for the financial year of 2023 and the independent auditor's report for the financial year of 2023 are incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The historical audited financial information for the financial year of 2023 has been prepared in accordance with the Danish Financial Statements Act.

Reference

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Historical audited financial information of Francks Køleindustri ApS for the financial year of 2023

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Francks Køleindustri ApS's historical audited financial information for the financial year of 2023 has been audited by PricewaterhouseCoopers Statsautoriseret Revisionspartnerselskab, Strandvejen 44, 2900 Hellerup, Denmark, with Bo Schou-Jacobsen as auditor in charge. Bo Schou-Jacobsen is an authorized auditor and is a member of FSR - Danish Auditors, Denmark's trade organisation of auditing, accounting, tax and corporate finance.

Svedan Industri Køleanlæg A/S

The following information in Svedan Industri Køleanlæg A/S annual reports for the financial years of 2023 and 2022 is incorporated in this Prospectus by reference and is available at the Company's website, www.francksref.com/investerare. For particular financial figures, please refer to the pages set out below. The annual reports for the financial years of 2023 and 2022 have been prepared in accordance with the Danish Financial Statements Act.

Reference	Pages
<i>Annual report of Svedan Industri Køleanlæg A/S for the financial year of 2023</i>	
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<i>Annual report of Svedan Industri Køleanlæg A/S for the financial year of 2022</i>	
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Svedan Industri Køleanlæg A/S's annual reports for the financial years of 2023 and 2022 have been audited by EY Godkendt Revisionspartnerselskab, Dirch Passers Allé 36, 2000 Frederiksberg, Denmark, with Robert Christensen as auditor in charge. Robert Christensen is an authorized auditor and is a member of FSR - Danish Auditors, Denmark's trade organisation of auditing, accounting, tax and corporate finance.

OTHER INFORMATION

Clearing and settlement

As of the date of this Prospectus, Bonds have been issued in an amount of SEK 550,000,000 and the Issuer may, subject to certain conditions set out in the Terms and Conditions, issue additional Bonds in a maximum aggregate amount of SEK 1,250,000,000. Each Bond has a nominal amount of SEK 1,250,000. The ISIN for the Bonds is SE0021923240.

The Bonds have been issued in accordance with Swedish law. The Bonds are connected to the account-based system of Euroclear Sweden AB. No physical Bonds have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear Sweden AB's book-entry system.

Representation of the Noteholders

The Terms and Conditions stipulate the provisions for the Agent's representation of the Bondholders.

Material contracts

Other than as described in this Prospectus under the section entitled "*Description of Material Agreements*", the Group has not entered into any material contracts not in the ordinary course of its business and which may affect the Group's ability to fulfil its obligations under the Bonds.

Documents available for inspection

Copies of the following documents are available at the Issuer's headquarters at Moa Martinsons gata 34, 603 78 Norrköping, Sweden on weekdays during the Issuer's regular office hours throughout the period of validity of this Prospectus and at the Issuer's website, www.francksref.com/investerare.

- The articles of association of the Issuer and each Guarantor as well as the certificates of registration of the Issuer and each Guarantor;
- this Prospectus;
- the Terms and Conditions;
- the Intercreditor Agreement; and
- the Guarantee and Adherence Agreement.

Interest of natural and legal persons involved in the bond issue

The Issuing Agent and/or their affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Issuing Agent and/or their affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Listing costs

The aggregate cost for the Bonds' admission to trading is estimated not to exceed SEK 750,000.



Terms and Conditions

Francks Kylindustri Holding AB

Up to SEK 1,250,000,000

Senior Secured Floating Rate Bonds

ISIN: SE0021923240

24 April 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.

ROSCHIER

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) above is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents. In relation to paragraph (d) above, 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.

The Issuer's, the Security Agent's, the Agent's and the Issuing Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites www.francksref.com, www.nordictrustee.com and www.nordea.com.

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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 Sweden (including IFRS) as applied by the Issuer in preparing its annual consolidated financial statements.

"Adjusted Nominal Amount" means the Total Nominal Amount less the aggregate 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 in the normal course of business, or (b) any other trade credit incurred in the ordinary course of business where payment is due no more than 180 days after the date of trade.

"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.

"Base Rate" means STIBOR or any reference rate replacing STIBOR in accordance with Clause 20 (*Replacement of Base Rate*).

"Base Rate Administrator" means Swedish Financial Benchmark Facility AB (SFBF) in relation to STIBOR.

"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.

"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.

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

"Business Day Convention" means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

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

"Change of Control Event" means:

- (a) prior to an Equity Listing Event, 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 50 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; and
- (b) on or after an Equity Listing Event, 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 30 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 or Distribution Test, that the Incurrence Test or the Distribution Test (as applicable) is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated); and/or
- (c) if the Compliance Certificate is provided in connection with that audited annual financial statements are made available:

- (i) the Material Group Companies; and
- (ii) clean down of the Super Senior RCF.

"**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.

"**Delisting**" means, following an Equity Listing Event, (i) the delisting of the shares in the Issuer from a Regulated Market or (ii) trading in the ordinary shares of the Issuer on the relevant Regulated Market is suspended for a period of fifteen (15) consecutive Business Days (when that Regulated Market is at the same time open for trading).

"**Disbursement Date**" means the date of disbursements of the proceeds from the Proceeds Account.

"**Distribution Test**" means the distribution test set out in Clause 12.2 (*Distribution Test*).

"**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) 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;

- (j) after adding back any losses to the extent covered by any insurance and in respect of which insurance proceeds have been received by the Group; and
- (k) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group,

in each case provided that that any leasing liability or expense shall, for the purpose of determining EBITDA, be treated in accordance with the principles applied for Finance Leases by the Issuer at such time.

"Equity Listing Event" means an initial public offering of shares in the Issuer, after which such shares shall be admitted to trading on a Regulated Market.

"Event of Default" means an event or circumstance specified in any of the Clauses 14.1 (*Non-Payment*) to and including Clause 14.9 (*Continuation of the Business*).

"Final Maturity Date" means 26 April 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 Report(s) (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 or Subordinated 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 Intercreditor Agreement; and
- (g) any other document designated by the Issuer and the Agent or the Security Agent as a Finance Document.

"Finance Leases" means:

- (a) prior to the Group's transition to IFRS as its accounting principles, 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 Group's accounting principles applicable on the First Issue Date; and

- (b) from (and including) the Group's transition to IFRS as its accounting principles and thereafter, either:
 - (i) any finance leases to the extent the arrangement is or would have been treated as a finance lease in accordance with the Group's accounting principles applicable after the aforementioned transition to IFRS; or
 - (ii) 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 prior to 1 January 2019 (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 before 1 January 2019 shall not, regardless of any subsequent changes or amendments of the accounting principles, be considered as a finance lease,

provided that the Issuer shall, in connection with the transition to IFRS as its accounting principles, elect if the principles set out under (i) or (ii) above shall be applied and the principles so elected shall then continue to be so applied for the purpose of the definition "Finance Leases" until the Final Maturity Date.

"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) above.

"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 paragraphs (a)(i) and (a)(ii) of Clause 11.1 (*Information from the Issuer*).

"First Call Date" means the date falling 18 months after the First Issue Date.

"First Issue Date" means 26 April 2024.

"Floating Rate Margin" means 7.00 per cent. *per annum*.

"Force Majeure Event" has the meaning set forth in Clause 27(a).

"Francks Sweden" means Francks Kylindustri Sweden AB, Swedish reg. no. 556787-9670.

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

"Group Company" means any member of the Group.

"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 Finance Documents, including but not limited to the Bonds, any Super Senior RCF and any Super Senior Hedges plus, in each case, accrued interests and expenses, and (ii) undertake to adhere to the terms of the Finance Documents.

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

"Guarantors" means the Parent, the Issuer, Francks Sweden and each Material Group Company, initially being the Initial Swedish Group Companies and the Initial Norwegian Group Companies.

"Incurrence Test" means the incurrence test set out in Clause 12.1 (*Incurrence Test*).

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

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

"Initial Norwegian Group Companies" means each of:

- (a) Therma Industri AS (reg. no. 991 863 796);
- (b) Therma Bergen AS (reg. no. 981 218 949); and
- (c) HB Kuldetjeneste AS (reg. no. 995 138 395).

"Initial Swedish Group Companies" means each of:

- (a) Francks Kylindustri Karlstad Örebro AB (reg. no. 556298-7023);
- (b) Francks Kylindustri i Göteborg AB (reg. no. 556790-1557);

- (c) Francks Kylindustri i Helsingborg AB (reg. no. 556370-6760);
- (d) Francks Kylindustri Mälardalen Dalarna AB (reg. no. 556919-2528);
- (e) Francks Kylindustri i Norrbotten AB (reg. no. 559282-5284);
- (f) Francks Kylindustri i Norrköping AB (reg. no. 556115-8337);
- (g) Francks Kylindustri Skaraborg Småland AB (reg. no. 556733-8545); and
- (h) Francks Kylindustri i Stockholm AB (reg. no. 556461-5705).

"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 (2022:964) 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 and the Agent (representing the Bondholders).

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

"Interest Payment Date" means 26 January, 26 April, 26 July and 26 October each year. The first Interest Payment Date shall be 26 July 2024. 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 Business Day, the 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 the Base Rate plus the Floating Rate Margin per cent. *per annum* as adjusted by any application of Clause 20 (*Replacement of Base Rate*).

"Issuer" means Francks Kylindustri Holding AB, a limited liability company incorporated in Sweden with reg. no. 559174-4767.

"Issuing Agent" means Nordea Bank Abp, filial i Sverige, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

"Joint Bookrunners" means Carnegie Investment Bank AB (publ) and Nordea Bank Abp.

"Leverage Ratio" means the ratio of Net Interest Bearing Debt to EBITDA.

"Listing Failure Event" means:

- (a) the Initial Bonds have not been admitted to trading on the Nasdaq Transfer Market Segment or, if such admission to trading is not possible to obtain or maintain or if the Issuer determines in its reasonable discretion that a different MTF should be preferred, admitted to trading on another MTF within 60 days after the First Issue Date (with an intention to complete such listing within 30 days after the First Issue Date); or
- (b) any Subsequent Bonds:
 - (i) issued prior to the Initial Bonds having been admitted to trading on Nasdaq Stockholm or another Regulated Market, have not been admitted to trading on the Nasdaq Transfer Market Segment or, if such admission to trading is not possible to obtain or maintain, or if the Issuer determines in its reasonable discretion that a different MTF should be preferred, admitted to trading on another MTF within 60 days after the issuance of such Subsequent Bonds (with an intention to complete such listing within 30 days after the issuance of such Subsequent Bonds); or
 - (ii) issued after the Initial Bonds having been admitted to trading on Nasdaq Stockholm or another Regulated Market, have not been admitted to trading on the same Regulated Market within 60 days after the issuance of such Subsequent Bonds (with an intention to complete such listing within 30 days after the issuance of such Subsequent Bonds).

"Main Shareholder" means any funds managed by Amplio Private Equity AB (previously Segulah Advisor AB), or any other company controlled by executives or owners of Amplio Private Equity AB, or any of its Affiliates.

"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 ability of the Obligors to comply their payment obligations under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

"Material Group Company" means, at any time:

- (a) the Issuer; or
- (b) any Group Company which is nominated as such by the Issuer in accordance with Clause 13.15 (*Nomination of Material Group Companies*).

"Material Intercompany Loan" means any intercompany loans provided by any Group Company to any other Group Company where:

- (a) the term of the intercompany loan is at least 12 months; and
- (b) the principal amount thereof is at least in an amount exceeding SEK 1,000,000 (calculated on an aggregate basis together with any other intercompany loans with the same creditor and debtor).

"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 or Subordinated 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 guarantees, bank guarantees, Shareholder Debt, Subordinated 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 Joint Bookrunners and the Issuing Agent for the services provided in relation to the placement and issuance of the Bonds.

"New Debt" shall have the meaning given to such term in the Intercreditor Agreement.

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

"Obligors" means the Issuer and each Guarantor.

"Parent" means Francks Kylindustri Holding AB (reg. no. 559174-4759).

"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 higher of (i) SEK 100,000,000 and (ii) 100 per cent. of the Group's consolidated EBITDA;
- (c) to the extent covered by a letter of credit, guarantee or indemnity issued under the Super Senior RCF or any ancillary facility relating thereto;

- (d) incurred under any Super Senior Hedges;
- (e) 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;
- (f) incurred under the Refinancing Debt until the Disbursement Date;
- (g) of the Group incurred pursuant to any Finance Leases incurred in the ordinary course of the Group's business in a maximum amount not exceeding the higher of (i) SEK 50,000,000 and (ii) 50 per cent. of the Group's consolidated EBITDA;
- (h) of the Group under any guarantee issued by a Group Company in the ordinary course of business;
- (i) incurred by a Group Company from another Group Company (including any cash pool arrangements), provided that Material Intercompany Loans are subject to Transaction Security;
- (j) incurred under any Shareholder Debt or Subordinated Debt;
- (k) 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;
 - (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 pursuant to a subordination agreement in form and substance acceptable to the Agent and has a final maturity date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date;
- (l) incurred as a result of any Group Company acquiring another entity after the First Issue Date which entity already had incurred Financial Indebtedness but not incurred or increased or having its maturity date extended in contemplation of, or since that acquisition, provided that:
 - (i) the Incurrence Test is met on a *pro forma* basis if tested immediately after the making of that acquisition, and
 - (ii) such Financial Indebtedness is:

- (A) repaid in full within six (6) months of completion of such acquisition; or
- (B) refinanced in full within six (6) months of completion of such acquisition with the Issuer as the new borrower,

in each unless such Financial Indebtedness is otherwise Permitted Debt;

- (m) incurred under Advance Purchase Agreements;
- (n) incurred under any pension and tax liabilities in the ordinary course of business by any Group Company;
- (o) 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;
- (p) 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;
- (q) incurred by a Group Company in the form of vendor loan notes, provided that:
 - (i) the debtor position, including all related rights, obligations and liabilities, under the vendor loan note does not occur until the closing date of the relevant acquisition and shall be transferred (directly or indirectly) from the acquiring entity to a direct or indirect parent company of the Parent no later than the day falling one (1) Business Day after the closing date of the relevant acquisition; or
 - (ii) the aggregate amount of such vendor loan notes does not exceed SEK 25,000,000 from time to time in connection with acquisitions permitted under the Finance Documents; and
- (r) not covered under paragraphs (a)-(q) above in an aggregate maximum amount of SEK 7,000,000.

"Permitted Merger" means a merger between Group Companies provided that:

- (a) the transferee Group Company shall be or become a Guarantor if the transferor Group Company is a Guarantor;
- (b) any transferor Group Company which shares are subject to the Transaction Security may only be merged with a transferee Group Company which shares are, or will be, subject to Security in favour of the Secured Parties; and
- (c) following the merger the Transaction Security granted to the Secured Parties is the same or equivalent following the merger, except if such Transaction Security

constitutes Security over intra-group loans granted between the Group Companies that are to be merged in which case the merger shall be permitted notwithstanding that such Transaction Security will not remain following the merger provided that the Agent (acting in its sole discretion) have given its consent thereto.

"Permitted Security" means any Security:

- (a) provided under the Finance Documents and otherwise permitted pursuant to the Intercreditor Agreement;
- (b) provided for any Super Senior RCF, permitted under paragraph (b) of the definition of "Permitted Debt";
- (c) provided for any letter of credit, guarantee or indemnity, permitted under paragraph (c) of the definition of "Permitted Debt";
- (d) provided for any Super Senior Hedges, permitted under paragraph (d) of the definitions of "Permitted Debt";
- (e) provided for any foreign exchange transaction or commodity transaction, permitted under paragraph (e) of the definition of "Permitted Debt";
- (f) under the Refinancing Debt, up until the Disbursement Date;
- (g) provided over any assets being subject to a Finance Lease, permitted pursuant to paragraph (g) of the definition of "Permitted Debt";
- (h) provided in relation to any lease agreement entered into by a Group Company in the ordinary course of business and on normal commercial terms;
- (i) 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;
- (j) 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);
- (k) subsisting as a result of any Group Company acquiring another entity after the First Issue Date which entity already had provided security for Financial Indebtedness permitted under paragraph (l)(ii) of the definition of "Permitted Debt", provided that such security is discharged and released in full upon the refinancing or repayment of such Financial Indebtedness as set out therein;
- (l) affecting any asset acquired by any Group Company after the First Issue Date, provided that such security is discharged and released in full within 90 days of such acquisition;

- (m) provided for any pension or tax liabilities permitted under paragraph (n) of the definition of "Permitted Debt";
- (n) created for the benefit of the financing providers in relation to any Financial Indebtedness incurred in connection with a refinancing of the Bonds in full, permitted pursuant to paragraph (q) of the definition of "Permitted Debt", however provided always that any perfection requirements in relation thereto are satisfied after repayment of the Bonds in full (other than with respect to an escrow account (if applicable) which may be perfected in connection with the incurrence of such debt);
- (o) provided for any guarantees issued by a Group Company in the ordinary course of business; or
- (p) not covered under paragraphs (a)-(o) above securing an aggregate maximum amount of SEK 5,000,000.

"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 Period" means each period of 12 consecutive calendar months.

"Refinancing Debt" means any outstanding debt under the originally SEK 715,800,000 facility agreement originally entered into on 21 December 2018 (as amended and/or amended and restated from time to time, and as most recently amended and restated on 1 November 2023) entered into with Nordea Bank Abp, filial i Sverige.

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

"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) 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.

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

- (a) according to the Intercreditor Agreement is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) is subject to Transaction Security;
- (c) 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
- (d) 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.

"Subordinated Debt" means any loan made by a Person other than the Parent or a Group Company to the Issuer as debtor, if such loan:

- (a) according to the Intercreditor Agreement is subordinated to the obligations of the Issuer under the Finance Documents;
- (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.

"STIBOR" means:

- (a) the Stockholm interbank offered rate (STIBOR) administered by the Base Rate Administrator for Swedish Kronor and for a period equal to the relevant Interest Period, as displayed on page STIBOR= of the Refinitiv 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;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuing Agent by linear interpolation between the two closest rates for STIBOR fixing, as displayed on page STIBOR= of the Refinitiv screen (or any replacement thereof) as of or around 11.00 a.m. on the Quotation Day for Swedish Kronor;
- (c) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period, the arithmetic mean of the Stockholm interbank offered rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period, and

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

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

"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) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) 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 Hedges" means hedging transactions entered into by a Group Company in respect of payments to be made under the Bonds or for hedging exposures (including hedging exposures in relation to fluctuation in currency rates) arising in the ordinary course of business, but not for speculative or investment purposes, to the extent the hedging counterparty has acceded to 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.

"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 listing of the Bonds.

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

- (a) a Swedish law governed pledge over all the shares in the Issuer granted by the Parent;
- (b) a Swedish law governed pledge over all the shares in Francks Sweden granted by the Issuer;
- (c) a Swedish law governed pledge over all the shares in each of the Initial Swedish Group Companies granted by Francks Sweden;
- (d) a Swedish law governed pledge over the existing business mortgage certificates issued in each of Francks Sweden, Francks Kylindustri i Stockholm AB, Francks Kylindustri Skaraborg Småland AB, Francks Kylindustri i Norrköping AB, Francks Kylindustri i Norrbotten AB, Francks Kylindustri Mälardalen Dalarna AB, Francks Kylindustri i Helsingborg AB, Francks Kylindustri i Göteborg AB, and Francks Kylindustri Karlstad Örebro AB;
- (e) a Norwegian law governed pledge over all the shares in the Initial Norwegian Group Companies granted by Francks Sweden;
- (f) a Norwegian law governed pledge over certain business mortgage certificates issued in each Initial Norwegian Group Company; and
- (g) pledge over any current and future Material Intercompany Loans.

"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 (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
 - (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 nominal amount of each Initial Bond is SEK 1,250,000 (the "**Nominal Amount**"). The maximum total nominal amount of the Initial Bonds is SEK 550,000,000. All Initial Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.

- (d) The minimum permissible investment in a Bond Issue is SEK 1,250,000.
- (e) The ISIN of the Bonds is SE0021923240.
- (f) 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 1,250,000,000 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.
- (g) 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.
- (h) 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.
- (i) 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;
 - (ii) finance general corporate purposes of the Group, including investments and acquisitions; and
 - (iii) finance Transaction Costs.
- (b) The proceeds from any Subsequent Bond Issue shall be used to:

- (i) finance general corporate purposes of the Group, including investments and acquisitions; and
- (ii) finance Transaction Costs.

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 and the Security Agent), together constituting evidence that the Finance Documents have been duly executed;
 - (ii) copies of the Finance Documents, duly executed;
 - (iii) 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;
 - (iv) evidence that the Transaction Security either has been or will immediately following disbursement from the Proceeds Account be perfected in accordance with the terms of the Finance Documents;
 - (v) an agreed form Compliance Certificate;
 - (vi) legal opinion(s) on the capacity and due execution, in respect of any non-Swedish entity being party to a Finance Document issued by a reputable law firm; and
 - (vii) legal opinion(s) on the validity and enforceability of any Finance Document not governed by Swedish law issued by a reputable law firm.
- (c) The Agent may assume that the documentation and evidence delivered to it pursuant to paragraph (b) of this Clause 4 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 paragraph (b) of this Clause 4 from a legal or commercial perspective of the Bondholders.
- (d) When the Agent is satisfied (acting reasonably) that the conditions precedent for disbursement set out in paragraph (b) of this Clause 4 have been received, 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 paragraph (b) of this Clause 4 have not been fulfilled 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 100 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 paragraph (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) Provided that a Bondholder has registered an income account (*Sw. avkastningskonto*) for the relevant Securities Account on the applicable Record Date, the CSD shall procure that principal, interest and other payments under the Bonds are deposited to such income account on the relevant payment date. If an income account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Bondholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Bondholder on the relevant Record Date has made a valid request for such amount. 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 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 shall be deemed to have fulfilled its obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount (unless the Issuer has actual knowledge of the fact that the payment was made to the wrong person).

- (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) 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) 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.

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 the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

9.2 Issuer's purchase of Bonds

The Issuer may, subject to applicable law, at any time and at any price purchase Bonds on the market or in any other way. The Bonds held by the Issuer (including Bonds repurchased by the Issuer pursuant to Clause 9.4 (*Mandatory repurchase due to a Change of Control Event, Listing Failure Event, or Delisting (put option)*)) may at the Issuer's discretion be retained or sold but not cancelled (other than in connection with a redemption or repurchase of the Bonds in full).

9.3 Voluntary total redemption (call option)

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

- (i) any time from and including the First Issue Date to, but excluding, the First Call Date, at an amount per Bond equal to 103.50 per cent. of the Nominal Amount plus the present value of the remaining interest payments (assuming the same Base Rate as applied when calculating the Interest Rate on the date on which notice of redemption is given to the Bondholders), calculated in accordance with Clause 9.3(c), up to and including the First Call Date together with accrued but unpaid Interest;
 - (ii) any time from and including the First Call Date to, but excluding, the first Business Day falling 24 months after the First Issue Date, at an amount per Bond equal to 103.50 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
 - (iii) any time from and including the first Business Day falling 24 months after the First Issue Date to, but excluding, the first Business Day falling 30 months after the First Issue Date, at an amount per Bond equal to 102.80 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
 - (iv) any time from and including the first Business Day falling 30 months after the First Issue Date to, but excluding, the first Business Day falling 33 months after the First Issue Date, at an amount per Bond equal to 101.40 per cent. of the Nominal Amount, together with accrued but unpaid Interest; and
 - (v) any time from and including the first Business Day falling 33 months after the First Issue Date to, but excluding, the Final Maturity Date, at an amount per Bond equal to 100.70 per cent. of the Nominal Amount, together with accrued but unpaid Interest.
- (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 fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.
- (c) The present value referred to in paragraph (a)(i) above shall be calculated by using a discount rate of 3.00 per cent. *per annum*. The relevant record date shall be agreed upon between the Issuer, the CSD and the Agent in connection with such repayment.

9.4 Mandatory repurchase due to a Change of Control Event, Listing Failure Event, or Delisting (put option)

- (a) Upon the occurrence of a Change of Control Event, Listing Failure Event or Delisting, 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 101 per cent. of the

Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event, Listing Failure Event or Delisting 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, Listing Failure Event or Delisting.

- (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 forty (40) Business Days after the end of the period referred to in Clause 9.4(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 9.4, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.4 by virtue of the conflict.

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 any 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 Security Agent shall, on behalf of the Secured Parties, keep all certificates and other documents that are bearers of rights relating to the Transaction Security in safe custody.
- (e) 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.
- (f) All Transaction Security and Guarantees granted under the Finance Documents shall be subject to customary financial assistance and corporate limitations.

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, with the annual audited consolidated financial statements for the financial year 2024 to be the first Financial Report to be delivered pursuant to this paragraph (i);
 - (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; 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 and/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 paragraphs (a)(i) and (a)(ii) above shall be prepared in accordance with IFRS.
- (c) When the financial statements and other information are made available to the Bondholders pursuant to paragraph (a) above, the Issuer shall send copies of such financial statements and other information to the Agent.
- (d) The Issuer shall procure that the aggregate Nominal Amount held by Group Companies, including any amount of Bonds cancelled by the Issuer, is clearly stated in each quarterly unaudited consolidated report published by the Issuer pursuant to paragraph (a)(ii) above.
- (e) The Issuer shall promptly notify the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control Event, Listing Failure Event or Delisting, 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.
- (f) 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.
- (g) The Issuer shall submit a duly executed Compliance Certificate to the Agent:
 - (i) in connection with the testing of the Incurrence Test or the Distribution Test;
 - (ii) in connection with that the annual financial statements is made available; and
 - (iii) at the Agent's request, within 20 days from such request.
- (h) The Agent may assume that any information provided by the Issuer in the Compliance Certificate delivered pursuant to paragraph (g) above is correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such information.
- (i) 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 Incurrence Test

The Incurrence Test is met if:

- (a) the Leverage Ratio is:
 - (i) from, and including, the First Issue Date to, and including, the date falling twenty-four (24) months after the First Issue Date, not greater than 3.50:1;
 - (ii) from, but excluding, the date falling twenty-four (24) months after the First Issue Date to, and including, the date falling thirty (30) months after the First Issue Date, not greater than 3.25:1; and

- (iii) from, but excluding, the date falling thirty (30) months after the First Issue Date and thereafter, not greater than 3.00:1; and
- (b) no Event of Default is continuing or would occur upon the incurrence of Financial Indebtedness.

12.2 Distribution Test

The Distribution Test is met if:

- (a) the Leverage Ratio is not greater than 1.50:1; and
- (b) no Event of Default is continuing or would occur upon the distribution.

12.3 Testing of the Incurrence Test and Distribution Test

The Leverage Ratio for purpose of the Incurrence Test and the Distribution 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 one month prior to the incurrence of the new Financial Indebtedness or the distribution (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).

12.4 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 Incurrence Test and the Distribution 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;
- (b) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Reference Period; and
- (c) net cost savings and other reasonable cost reduction synergies as a result of acquisitions of entities referred to in paragraphs (a) and (b) above which (i) have been certified, based on reasonable assumptions, by the chief financial officer of the Group and (ii) in any financial year in aggregate do not exceed ten (10) per cent. of EBITDA (after taking into account all acquisitions made during the Reference Period in question), realisable for the Group within twelve (12)

months from the acquisition as a result of the relevant acquisition, shall increase EBITDA.

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 Subordinated Debt or Shareholder Debt or pay any interest thereon;
 - (v) grant any loans except in the ordinary course of business; or
 - (vi) make any other similar distribution or transfers of value to any Person,

(paragraphs (i)-(vi) above are together and individually referred to as a "**Restricted Payment**").
- (b) Notwithstanding the above, a Restricted Payment may be made:
 - (i) 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;
 - (ii) following an Equity Listing Event by the Issuer, if:
 - (A) the Distribution Test is met (calculated on a *pro forma* basis including the relevant Restricted Payment); and
 - (B) if, at the time of the payment, the aggregate amount of all Restricted Payments of the Group (other than intra-Group payments permitted under paragraph (a) above) in any fiscal year (including the Restricted Payment in question) does not exceed 50 per cent. of the Group's consolidated net profit for the previous financial year;

- (iii) in the form of annual management fees or other fees to the Parent or its direct or indirect shareholders up to an aggregate amount of SEK 2,000,000 in any calendar year; and/or
- (iv) payment of group contributions (Sw. *koncernbidrag*) for Swedish tax purposes from the Issuer to the Parent, provided that it must be non-cash and the Parent shall promptly grant an unconditional shareholder's contribution to the Issuer to a corresponding amount,

in each case provided that no payments may be made in respect of Shareholder Debt without the prior consent from the Agent (acting in its sole discretion).

13.3 Listing

The Issuer shall ensure that:

- (a) the Initial Bonds are admitted to trading on Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, or if the Issuer determines in its reasonable discretion that a different Regulated Market should be preferred, admitted to trading on another Regulated Market, within twelve (12) months after the First Issue Date;
- (b) any Subsequent Bonds issued prior to the Initial Bonds having been admitted to trading on the relevant Regulated Market pursuant to paragraph (a) above are admitted to trading on the relevant Regulated Market within twelve (12) months after the First Issue Date; and
- (c) the Bonds, once admitted to trading on the relevant MTF and Regulated Market, continue to be listed thereon for as long as any Bond is outstanding (however, (i) provided that the Bonds will not need to be admitted to trading on an MTF for as long as the Bonds are admitted to trading on a Regulated Market, and (ii) taking into account the rules and regulations of the relevant MTF 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.

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.

13.7 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.

13.8 Clean Down of Super Senior RCF

The Issuer shall procure that during each calendar year there shall be a period of three (3) consecutive days during which the amount outstanding under the Super Senior RCF (excluding any non-cash elements of ancillary facilities), less cash and cash equivalents of the Group, amounts to zero (0) or less. Not less than three (3) months shall elapse between two such periods. The clean down shall be confirmed in a Compliance Certificate to the Agent submitted together with the annual financial statements pursuant to paragraph (g)(ii) of Clause 11.1 (*Information from the Issuer*).

13.9 Mergers and demergers

Each Obligor shall procure that none of its Subsidiaries will enter into a merger or demerger unless:

- (a) such merger or demerger constitutes a Permitted Merger; or
- (b) such merger or demerger is not likely to have a Material Adverse Effect, provided that a demerger of the Issuer or a merger where the Issuer is not the surviving entity shall never be permitted.

13.10 Dealings at arm's length terms

Each Obligor shall, and shall procure that its Subsidiaries, conduct all dealings with any Person (other than Group Companies) at arm's length terms.

13.11 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.

13.12 CSD

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

13.13 Holding company status

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

- (a) the provision of administrative services (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, intra-Group debit balances, intra-Group credit balances and other credit balances in bank accounts, cash and cash equivalent; 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.

13.14 Insurance

Each Obligor shall, and shall procure that its Subsidiaries will, maintain insurances with one or more reputable insurers on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

13.15 Nomination of Material Group Companies

Within 90 days from:

- (a) the delivery of each Compliance Certificate pursuant to paragraph (g)(ii) of Clause 11.1 (*Information from the Issuer*); and
- (b) the date of acquisition of any assets by a Group Company for which such target company, on a pro forma basis, has EBITDA representing five (5) per cent. or more of EBITDA of the Group or which has assets representing five (5) per cent. or more of the total assets of the Group (in each calculated on a consolidated basis),

the Issuer shall ensure that:

- (i) each Group Company which (on a consolidated basis in the case of a Group Company which itself has Subsidiaries) has EBITDA representing five (5) per cent. or more of EBITDA of the Group or which has assets representing five (5) per cent. or more of the total assets of the Group (in each case calculated on a consolidated basis); and

- (ii) 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 85 per cent. of EBITDA of the Group and 85 per cent. of the total assets of the Group (in each case calculated on a consolidated basis),

in each case, determined by reference to the most recent audited annual financial statements, are listed as Material Group Companies in the relevant Compliance Certificate delivered in connection thereto.

13.16 Additional Security over Material Group Companies

Each Obligor shall procure that Security over each Material Group Company (subject to customary financial assistance and corporate benefit limitations) is granted no later than 90 days after its nomination in accordance with the Clause 13.15 (*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 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 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.

13.17 Additional Guarantors

Each Obligor shall procure that each Material Group Company accedes to the Guarantee and Adherence Agreement no later than 90 days after its nomination in accordance with Clause 13.15 (*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 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 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.

13.18 Additional Security Material Intercompany Loans

Each Obligor shall and shall procure that each Group Company will, promptly 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 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 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 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.

14. Events of Default and Acceleration of the Bonds

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

14.1 Non-Payment

The Issuer 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) Business Days of the due date.

14.2 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*), 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 fifteen (15) 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.

14.3 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 14.3 if (i) the aggregate amount of Financial Indebtedness that has fallen due is less than SEK 5,000,000 or (ii) it is owed to a Group Company.

14.4 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.

14.5 Insolvency Proceedings

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

14.6 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 SEK 5,000,000 and is not discharged within 60 days.

14.7 Mergers and demergers

A decision is made that the Issuer shall enter into:

- (a) a merger where it is not the surviving entity; or
- (b) a demerger.

14.8 Impossibility or Illegality

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

14.9 Continuation of the Business

The Issuer or any other Group Company ceases to carry on its business (other than (i) following a Permitted Merger, (ii) a solvent liquidation permitted pursuant to Clause 14.5 (*Insolvency Proceedings*) above or (iii) a disposal permitted under the Finance Documents), if such discontinuation is likely to have a Material Adverse Effect.

14.10 Acceleration of the Bonds

- (a) Upon the occurrence of an Event of Default which is continuing 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) 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 paragraph (d) of this Clause 14.10, 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 paragraph (a) of this Clause 14.10 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 14.10, the Issuer shall up to, but excluding, the First Call 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) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (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 regulations.
- (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 Record Date 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 1,250,000,000 (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(g) to 2(i);
 - (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 (other than as a result of an application of Clause 20 (*Replacement of Base Rate*)) or the Nominal Amount;
 - (v) waive a breach of or amend an undertaking set out in Clause 13 (*General Undertakings*) or any waiver of the put option rights of the Bondholders pursuant to Clause 9.4 (*Mandatory repurchase due to a Change of Control Event, Listing Failure Event or Delisting (Put Option)*);
 - (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 50 per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c). This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19(a)(i) or 19(a)(ii)), an acceleration of the Bonds or the enforcement of any Transaction Security 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) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16(e), and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
 - (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (ii) if in respect of a Written Procedure, reply to the request.

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 vote 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 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 21.4(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), (iv) a form of power of attorney, (v) any applicable conditions precedent and conditions subsequent, (vi) the reasons for, and contents of, each proposal, (vii) if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (viii) if a notification by the Bondholders is required in order to attend the Bondholders' Meeting, information regarding such requirement and (ix) information on where additional information (if any) will be published. 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 ten (10) 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, (v) any applicable conditions precedent and conditions subsequent, (vi) if a proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (vii) if the voting is to be made electronically, the instructions for such voting, (viii) information on where additional information (if any) will be published and (ix) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) 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.
- (e) The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).

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;
 - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*); or
 - (iv) is made pursuant to Clause 20 (*Replacement of Base Rate*).
- (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. Replacement of Base Rate

20.1 General

- (a) Any determination or election to be made by an Independent Adviser, the Issuer or the Bondholders in accordance with the provisions of this Clause 20 shall at all times be made by such Independent Adviser, the Issuer or the Bondholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.
- (b) If a Base Rate Event has occurred, this Clause 20 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of STIBOR.

20.2 Definitions

In this Clause 20:

"**Adjustment Spread**" means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

- (a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (b) if (a) is not applicable, the adjustment spread that the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

"Base Rate Amendments" has the meaning set forth in Clause 20.3(d)

"Base Rate Event" means one or several of the following circumstances:

- (a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Bondholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*), containing the information referred to in paragraph (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in paragraphs (b) to (e) above will occur within six (6) months.

"Base Rate Event Announcement" means a public statement or published information as set out in paragraphs (b) to (e) of the definition of Base Rate Event that any event or circumstance specified therein will occur.

"Independent Adviser" means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

"Relevant Nominating Body" means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Council (Sw. *Finansiella stabilitetsrådet*) or any part thereof.

"Successor Base Rate" means:

- (a) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Bonds, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (b) if there is no such rate as described in paragraph (a) above, such other rate as the Independent Adviser determines is most comparable to the Base Rate.

For the avoidance of doubt, in the event that a Successor Base Rate ceases to exist, this definition shall apply *mutatis mutandis* to such new Successor Base Rate.

20.3 Determination of Base Rate, Adjustment Spread and Base Rate Amendments

- (a) Without prejudice to paragraph (b) below, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer's expense appoint an Independent Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to paragraph (b) below.
- (b) If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer's expense, appoint an Independent Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.
- (c) If the Issuer fails to appoint an Independent Adviser in accordance with paragraph (b) above, the Bondholders shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in paragraph (b) above. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clauses 20.3 to 20.6, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.
- (d) The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor

Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").

- (e) Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

20.4 Interim measures

- (a) If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:
 - (i) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
 - (ii) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- (b) For the avoidance of doubt, paragraph (a) above shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 20. This will however not limit the application of paragraph (a) above for any subsequent Interest Periods, should all relevant actions provided in this Clause 20 have been taken, but without success.

20.5 Notices etc.

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuing Agent and the Bondholders in accordance with Clause 26 (*Notices and Press Releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Bonds are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

20.6 Variation upon replacement of Base Rate

- (a) No later than giving the Agent notice pursuant to Clause 20.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the

CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 20.3(c)) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 20. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Bondholders.

- (b) Subject to receipt by the Agent of the certificate referred to in paragraph (a) above, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Bondholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 20.
- (c) The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are affected pursuant to this Clause 20. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

20.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 20.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

21. Appointment and Replacement of the Agent and the Security Agent

21.1 Appointment of Agent and the Security 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 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 Clause 21.1(a).
- (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 or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

21.2 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 21.2(i).

21.3 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.

21.4 Replacement of the Agent

- (a) Subject to Clause 21.4(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 21.4(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) 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 21.4, 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.

22. 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 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 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 Central Securities Depository Regulation (Regulation (EU) No 909/2014) and be authorized as a

central securities depository in accordance with the Financial Instruments Accounts Act.

23. 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.

24. 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 24(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 21.1(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 21.2(i), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 21.2(k) before a Bondholder may take any action referred to in Clause 24(a).
- (c) The provisions of Clause 24(a) shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 9.4 (*Mandatory repurchase due to a Change of Control Event, Listing Failure Event, or Delisting (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

25. 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.

26. Notices and Press Releases

26.1 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 Swedish Companies Registration Office (Sw. *Bolagsverket*) 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 26.1(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 26.1(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) Any notice which shall be provided to the Bondholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:
 - (i) a cover letter, which shall include:
 - (A) all information needed in order for Bondholders to exercise their rights under the Finance Documents;
 - (B) details of where Bondholders can retrieve additional information;
 - (C) contact details to the Agent; and
 - (D) an instruction to contact the Agent should any Bondholder wish to receive the additional information by regular mail; and
 - (ii) copies of any document needed in order for Bondholder to exercise their rights under the Finance Documents.
- (d) 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.

26.2 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)*), Clause 9.4 (*Mandatory repurchase due to a Change of Control Event, Listing Failure Event, or Delisting (put option)*), 11.1(d), 14.10(c), 16(o), 17(a), 18(a), 19(c) and 20.5 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- (b) In addition to Clause 26.2(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.

27. 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 wilful 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 27 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

28. 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 District Court of Stockholm (Sw. *Stockholms tingsrätt*).
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ADDRESSES

ISSUER

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AGENT

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103 90 Stockholm, Sweden

CENTRAL SECURITIES DEPOSITORY

Euroclear Sweden AB

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