Prospectus for
Stendörren Fastigheter AB (publ)

STENDÖRREN

SEK 400,000,000
Subordinated Perpetual Green Floating Rate Callable Capital Securities

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ISIN: SE0028354944

This Prospectus has been approved by the Swedish Financial Supervisory Authority on 8 June 2026 and is valid for twelve (12) months after the approval, provided that it is completed by any supplement required pursuant to Article 23 of the Prospectus Regulation. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Joint Bookrunners

Danske Bank SB1 Markets

VINGE

IMPORTANT INFORMATION

In this prospectus (the "**Prospectus**"), the "**Issuer**" means Stendörren Fastigheter AB (publ), Reg. No. 556825-4741. The "**Group**" means the Issuer with all its subsidiaries from time to time (each a "**Group Company**"). The "**Joint Bookrunners**" means SB1 Markets, filial i Sverige and Danske Bank A/S, Danmark, Sverige Filial (jointly the "**Joint Bookrunners**").

Words and expressions defined in the Terms and Conditions beginning on page 43 have the same meanings when used in the Prospectus unless it is otherwise explicitly understood from the context or otherwise defined in this Prospectus.

The Issuer issued a total of 320 subordinated perpetual green floating rate callable capital securities (the "**Capital Securities**") in the Total Nominal Amount of SEK 400,000,000 on 18 May 2026 (the "**First Issue Date**"). This Prospectus has been prepared solely for the admission to trading of the Capital Securities on the sustainable bond list of Nasdaq Stockholm or another regulated market. This Prospectus does not contain and does not constitute an offer or a solicitation to buy or sell Capital Securities.

The Prospectus has been approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the "**SFSA**") pursuant to Article 20 in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the Prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**"). Approval and registration by the SFSA do not imply that the SFSA guarantees that the information provided in the Prospectus is correct and complete. This Prospectus has been produced in an English version only and shall be read together with all documents which have been incorporated by reference (see "*Incorporation by reference*") and any supplements to this Prospectus. This Prospectus will be available at the SFSA's website (www.fi.se) and the Issuer's website (www.stendorren.se). Paper copies may be obtained from the Issuer.

This Prospectus is governed by Swedish law. The courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus.

This Prospectus may not be distributed in any jurisdiction where such distribution would require any additional Prospectus, registration or measures other than those required under Swedish law, or otherwise would conflict with regulations in such jurisdiction. Persons into whose possession this Prospectus may come are required to inform themselves about and comply with such restrictions. Any failure to comply with such restrictions may result in a violation of applicable securities regulations. Subject to certain exemptions, the Capital Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. The Capital Securities have not been, and will not be, registered under the United States Securities Act of 1933 (the "**Securities Act**") or the securities laws of any state or other jurisdiction outside Sweden.

No person has been authorised to provide any information or make any statements other than those contained in this Prospectus. Should such information or statements nevertheless be furnished, it/they must not be relied upon as having been authorised or approved by the Issuer and the Issuer assumes no responsibility for such information or statements. Neither the publication of this Prospectus nor the offering, sale or delivery of any Capital Security implies that the information in this Prospectus is correct and current as at any date other than the date of this Prospectus or that there have not been any changes in the Issuer's or the Group's business since the date of this Prospectus. If the information in this Prospectus becomes subject to any material change, such material change will be made public in accordance with the provisions governing the publication of supplements to Prospectuses in the Prospectus Regulation.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by auditors. Certain financial and other information set forth in this Prospectus has been rounded off 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.

The Capital Securities may not be a suitable investment for all investors and each potential investor in the Capital Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should (i) have sufficient knowledge and experience to make a meaningful evaluation of the Capital Securities, the merits and risk of investing in the Capital Securities and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Capital Securities and the impact other Capital Securities will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Capital Securities; (iv) understand thoroughly the Terms and Conditions; and (v) be able to evaluate (either alone or with help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Prospectus contains certain forward-looking statements that reflect the Issuer's current views or expectations with respect to future events and financial and operational performance. The words "intend", "estimate", "expect", "may", "plan", "anticipate" or similar expressions regarding indications or forecasts of future developments or trends, which are not statements based on historical facts, constitute forward-looking information. Although the Issuer believes that these statements are based on reasonable assumptions and expectations, the Issuer cannot give any assurances that such statements will materialise. Because these forward-looking statements involve known and unknown risks and uncertainties, the outcome could differ materially from those set out in the forward-looking statement.

Factors that could cause the Issuer's and the Group's actual operations, result or performance to differ from the forward-looking statements include, but are not limited to, those described in "*Risk factors*". The forward-looking statements included in this Prospectus apply only to the date of the 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 law. Any subsequent forward-looking information that can be ascribed to the Issuer and the Group or persons acting on the Issuer behalf is subject to the reservations in or referred to in this section.

The Prospectus contains market data and industry forecasts, including information related to the sizes of the markets in which the Group participates. The information has been extracted from a number of sources. Although the Issuer regards these sources as reliable, the information contained in them has not been independently verified and therefore it cannot be guaranteed that this information is accurate and complete. However, as far as the Issuer is aware and can assure by comparison with other information made public by these sources, no information has been omitted in such a way as to render the information reproduced incorrect or misleading. In addition to the above, certain data in the Prospectus is also derived from estimates made by the Issuer.

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Risk factors

In this section, material risk factors are illustrated and discussed, including the Issuer's economic and market risks, business risks, legal and regulatory risks, as well as structural risks relating to the Capital Securities, risks relating to the Capital Securities and risks related to debt instrument such as the Capital Securities. The Issuer's assessment of the materiality of each risk factor is based on its assessment of the probability of their occurrence and the expected magnitude of their negative impact. The description of the risk factors below is based on information available and estimates made on the date of this Prospectus.

The risk factors are presented in categories and where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor. The most material risk factor in a category is presented first under that category, the assessment of the materiality of each risk factor is based on the probability of their occurrence and the expected magnitude of their negative impact is disclosed by rating the relevant risk as low, medium or high. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence.

1.1 Risks relating to the Issuer

1.1.1 Economic and market risks

1.1.1.1 Market value risk

The Issuer is operating within the real estate business and owned, as of 31 March 2026, 203 properties with a rentable space of 984,000 square meters. Furthermore, as of 31 March 2026, the value of the property portfolio totalled SEK 17,521 million and the rental income totalled SEK 290 million for the first quarter of 2026. The market value of the Group's real properties and site leasehold rights from time to time (the "**Properties**") and its rental income is to a large extent affected by macroeconomic factors such as the general economic trend, regional economic development, employment rate development, production rate of new premises, changes of infrastructure, inflation and interest rates. As a result of the soaring inflation, increased interest rates and general economic downturn during the past two years, the Issuer has seen increased financing costs and decreased revenue due to a general decrease in the demand for, and value of, commercial real estate. Consequently, there is a risk that vacancies will increase and that the Issuer may not be able to negotiate lease agreements or rental increases that fully or partially compensate the inflation.

A further negative development of the economy would have a material adverse effect on supply and demand on the real estate market and accordingly affect vacancy and rental rates for the Properties. An increased vacancy rate for the Properties would, as a consequence, have a negative impact on the Issuer's financial position as increased vacancy rates will result in higher costs for the Issuer.

Expectations regarding inflation also affect the interest rate and therefore affect the Issuer's net financial income. Changes in the interest rates can thus have a significant effect on the Group's result and cash flow. In addition, changes in the interest rate and inflation also affect the market's yield requirements and thus the market value of the Properties. The market value of the Properties will also be affected, positively or negatively, by the general investment climate on the relevant investment market. The investment climate relevant for the

Issuer will, among other things, be heavily influenced by the risk sentiment among investors, access to capital and the relative investment yield that can be expected from other, competing investment alternatives.

Furthermore, Russia's ongoing invasion of Ukraine has resulted in an ongoing war, and while the duration, impact and outcome of the invasion remain highly unpredictable, the invasion has led to a significant shift in the geopolitical environment and may continue to do so, thereby having a negative impact on the general economic situation, including through volatility in energy and electricity prices. In addition, heightened geopolitical tensions and conflicts in other regions, including developments in the Middle East and East Asia, as well as increased protectionism, trade restrictions, tariffs or other barriers to international trade, have contributed to increased global uncertainty.

Negative changes in macroeconomic factors such as the risks described above will, if the risks materialise, affect the value of the Properties, the vacancy rate and the rental level of the Issuer's Properties and as a result, its rental and net financial income.

Risk rating: High

1.1.1.2 Interest rate risk

Interest rate risk is the risk that changes in interest rates affect the Group's interest expense. For example, other than equity, the Group's operations are mainly financed by loans from credit institutions. Interest expenses are therefore one of the Group's main cost items and an increase in interest rates would lead to higher financing costs since the Issuer's level of debt creates an exposure to interest rate risk, where an increase in the STIBOR rate would lead to higher financing costs.

For example, as per 31 March 2026, an interest sensitivity test indicated that, if there would be an increase in the Group's main interest-rate benchmarks (primarily STIBOR 3M, EURIBOR 3M and NIBOR 3M) amounting to 1.0 per cent., such change would be limited to SEK 38 million in increased interest expenses (before taxes) for the Group on a yearly basis, largely due to the Group's use of interest-rate derivatives to hedge against a rise in interest-rate benchmarks, mainly through a portfolio of interest-rate caps and interest-rate swaps. If the interest-rate benchmarks would increase with 2.0 per cent., the Group's interest expenses (before taxes) would increase with SEK 70 million on a yearly basis. Through the CPI-indexation of all rental contracts, there is a natural hedge against high inflation and thus increasing interest rates.

According to the Issuer's finance policy, between 40 per cent. and 70 per cent. of all interest-bearing liabilities should always be hedged through interest derivatives or fixed rate contracts. For example, the Group has entered into interest rate swap agreements with respect to credit agreements with floating interest rates. The derivatives constitute a hedging against higher interest rates, but this also implies that the market value of the Group's interest rate derivatives decreases if the market interest rates decrease, which in turn has a negative impact on the Issuer's financial position and result.

If the risks materialise and there would be an increase in the STIBOR rate, this increase will affect the Issuer's interest expenses and net financial income.

Risk rating: Medium

1.1.1.3 Rental income and rental development

Rental income is the Issuer's main source of income. The rental income is affected by the vacancies of the Properties, contracted rental rates and the tenants paying their rents on time. Rental rates are affected by, inter alia, the supply and demand on the market and the level of the market rental rates. Further, the Group's tenants could face financial difficulties due to external factors such as inflation, increased electricity prices or a general economic downturn. Increased vacancies and/or decreased rental rates will negatively affect the Issuer's earnings. For example, the Group's total income amounted to SEK 293 million for the first quarter of 2026 and a potential decrease in the Group's total rental income of 15 per cent., due to fluctuations in vacancies could therefore have a material negative impact on the Group's total earnings, corresponding to the decrease in rental income.

The risk of fluctuations in vacancies increases with more single large tenants. For example, the ten largest lease agreements as of 31 March 2026 accounted for approximately one fifth (1/5) of the total contracted rental income. There is a risk that the Issuer's larger tenants do not renew or extend their lease agreements upon expiry and that the Issuer does not find new tenants, which in the long term could lead to a decrease in rental income and an increase in vacancies.

Even if the Issuer deems the likelihood of a material long term decrease in rental income as described above to be relatively low, if any of these risks materialise, it may have a material negative impact on the Group's total rental income and hence adversely affect the Issuer's earnings and financial position.

Risk rating: Medium

1.1.1.4 Geographical risks

The supply and demand for properties and the return on property investments varies between different geographical markets and may develop differently within geographical markets. The Issuer's Properties are located in the Greater Stockholm area (*Storstockholm*), the Mälaren Valley (*Mälardalen*), the city of Borås and in the Copenhagen, Oslo and Helsinki regions.

The demand for commercial premises of the type that the Issuer invests in is however positively impacted by the long-term growth of the Greater Stockholm region. The market supply of premises for light industry, warehouse and logistics use has for many years been lagging the demand for such space whereby the effective market rent has been climbing steadily. Given that the average lease term in the Group's portfolio of Properties is approximately 5 years, approximately 20-25 per cent. of all leases will come up for renewal in each of the coming 4 years. When these leases come up for renewal, they will be on average 3-7 years old thus implying that there is a substantial catch-up of rental increase that can be expected. For the first quarter of 2026, the rental contracts that were renewed and extended resulted in an average rental increase of 2 per cent.

If the demand for premises to lease declines in the geographical regions where the Issuer's properties are located, it could adversely affect the Issuer's business in that market, which in turn would have a negative effect of the Issuer's earnings and financial position since the Greater Stockholm region is the Issuer's main market.

Risk rating: Medium

1.1.2 Risks relating to the Issuer's business

1.1.2.1 Property transactions

The Issuer's Property portfolios may vary over time and acquisition and sale of additional Properties and Property-owning companies are an important part of the Issuer's and the Group's ordinary business. The Group acquired Properties for SEK 1,453 million and sold Properties for SEK 0 million during the first quarter of 2026. Further, in January 2026, the Issuer entered into an agreement to acquire a portfolio of 14 warehouse and light industrial properties in the Helsinki region at an agreed property value of approximately SEK 1.3 billion. The acquisition was completed in February 2026. Inefficiencies in connection with the Issuer's property transactions may lead to attractive Properties or Property-owning companies being disposed of whereas less attractive Properties or Property-owning companies may be acquired, which could lead to a decrease in the market value of the Issuer's Property portfolios. The disposal of Properties within the Group could also, due to the value of the specific Properties, have a significant negative effect on the Issuer's cash flow, if such Properties are sold at a too low price. For example, if the Properties are sold to a lower price than expected or if the market value of the Properties decreases, this could have a negative effect on the Issuer's earnings and financial position.

The Issuer's acquisitions and divestments of Properties are associated with risks and uncertainties. When the Issuer is acquiring real estate there is always uncertainty in relation to future loss of tenants, potential environmental impact from activities carried out on the Property as well as decisions from authorities. For example, before an acquisition agreement is signed the Issuer always conducts thorough investigation in respect of technical deficiencies, environmental contamination (ongoing or historic), financial issues in a company that is to be acquired or any other matter that could have a negative impact on the value of the acquired Property (or Property-owning company). There is however always a risk that the Issuer's investigation does not uncover all the potential issues and problems, whereby the Issuer could be negatively affected if an unexpected issue arises after the acquisition of the Property.

When acquiring real estate companies, there are risks relating to, inter alia, tax, environmental issues and disputes. In real estate transactions such as the transactions the Issuer participates in, the seller usually leaves guarantees regarding, for example, environmental risks and the validity of lease agreements. In transactions with real estate companies such as the Issuer, it is also generally guaranteed that no tax disputes or other legal disputes exist. Certain warranties may be unlimited, such as tax warranties, which could imply warranty claims towards the Issuer on significant amounts, even to the extent that the claim exceeds the value of the underlying Property object.

Furthermore, as the Group has and is continually acquiring companies, the Group is exposed to integration risks due to the high number of acquisitions of new companies. The integration risks for the Group could, for example consist of increased merging costs, organisational costs and risks related to unexpected costs related to management of new tenants. Such increased costs could negatively affect the Group's operations and in turn the performance of the Issuer under the Capital Securities.

Risk rating: Medium

1.1.2.2 Risks relating to development and refurbishment projects

Developing new Properties as well as renovating existing Properties or acquiring vacant Properties involves risks for the Issuer, such as miscalculations of customer demand leading to unsold premises, unleased premises, lower profitability for the project and undesired tied-up capital on the balance sheet of the Issuer. When developing new Property or renovating existing Properties, there is a risk that the Issuer is unable to lease vacant Properties it has acquired or that such development or renovation turns out less profitable than expected, or that premises remain unsold and the Issuer has undesired tied-up capital on the balance sheet, which could have a negative effect on the Issuer's earnings and financial position.

For example, during the first quarter of 2026 the Issuer invested SEK 97 million in development, renovations and tenant improvements in their Properties. If the costs for developing or renovating Properties require more capital than expected by the Issuer, or if there should be any delays in the projects or bankruptcies among contractors, there is a risk that the planned developments or renovations have to be suspended or reduced, which could lead to increased costs for the Issuer, which in turn would have a negative impact on the Issuer's business and hence a negative effect on the Issuer's results of operation.

Risk rating: High

1.1.2.3 Risks relating to local plans and permits for new construction and re-construction

Property development projects (including new construction, re-construction of buildings or change of use) is subject to zoning plans, permits and decisions from authorities unless such are already in place. Such permits and decisions may not always be granted when expected or at all, which can cause delays, increased costs and even jeopardise project realisation. Further, modified municipal planning may lead to local plans not being approved when expected or at all, causing delays and increased costs pertaining to necessary restructuring of the project. If necessary, permits or approvals are not obtained when expected or at all, this could, for example, cause delays, increase costs or even jeopardise the project's realisation, which in turn could have a negative effect on the Issuer's earnings and financial position.

For example, the Issuer owns 203 properties and as a part of the active management of the Property portfolio there are approximately 2 properties where there is an ongoing process to update or change the existing zoning plan to fit the business plan for those properties.

Even though the Issuer deems the likelihood for a material change in the principles for granting permits for new construction and re-construction to be low, a change in the current principles for granting such permits significantly may affect the Issuer's ability to conduct its business.

Risk rating: Medium

1.1.2.4 Dependency on members of management and other key personnel

The knowledge, experience and commitment of the Issuer's employees are important for the Issuer's future development. For example, the Issuer is dependent on a number of key persons such as the members of the management team, which all have important knowledge about the Issuer's business and operations. Should the key persons decide to leave the Issuer, it could impact the future development of the Issuer as new members of the management team lack the experience from the Issuer's business compared to the current members of the management team. Furthermore, if the Issuer is unable to retain members of management and other key personnel, or recruit new members of management or other key personnel to replace people who leave the Issuer at reasonable compensation levels, it may have a negative impact on the Issuer's costs and therefore as a result, affect the Issuer's operations and financial position.

Risk rating: Medium

1.1.2.5 Environmental risks

Property management, which is a part of the Issuer's business, includes environmental risks. According to Swedish legislation, the party that has conducted operations which have caused contamination is responsible for remediation of the contaminated property. If such party is not able to carry out or pay for the remediation of a contaminated property, the party who acquired the property and was aware of the contamination at the time of acquisition or ought to have detected it then shall be liable for remediation. If claims for remediation regarding any of the Properties should be put forward to the Group, this may have a negative effect on the Issuer's earnings and financial position.

For example, out of the 203 properties and land leases owned by the Issuer, there is one property with documented environmental contamination (the "**Upplands-Bro Property**"). A former tenant has been held accountable in first instance for the environmental contamination at the Upplands-Bro Property and while a legal proceeding is ongoing between the former tenant and the County Administrative Board (Sw. *Länsstyrelsen*), and the municipality has ordered the former tenant to carry out an environmental soil survey regarding PFAS contamination at Upplands-Bro Property, which has been conducted by WSP and submitted to the municipality for review, the Issuer does not consider this to constitute a potential material environmental liability for the Group.

Furthermore, changed laws, regulations and requirements from authorities in the environmental area could result in increased costs for the Issuer with respect to sanitation or remediation regarding currently held or future acquired properties, as well as increased costs for carrying out planned real estate development, both of which may have a negative effect on the Issuer's earnings and financial position.

As of 31 March 2026, 83 per cent. of the total market value consisted of warehouse, logistics and light industrial properties. As the Issuer's business operations therefore mainly consists of owning and managing warehouse, logistics and light industrial properties in which the tenants are conducting business, the risk for environmental issues could be higher than compared to other types of commercial properties.

Risk rating: Medium

1.1.2.6 Competition

The Issuer operates in a competitive industry. For example, the Group's competitiveness is, amongst other things, dependent on its ability to predict future changes in the industry and to quickly adapt to current and future market needs. The Issuer's two major types of competitors are other real estate management companies within the real estate business with the same business focus as the Issuer, and real estate developers which are mainly focusing on leasing new-built properties directly to customers instead of selling them to companies as the Issuer.

It may become necessary for the Group to make significant investments, restructuring operations or price reductions in order to adapt to new competition. For example, the Group's competitors may have greater resources and capabilities than the Issuer to better withstand downturns in the market, compete more effectively, retain skilled personnel, and react faster to changes in local markets.

Financially strong competitors may use price reductions with the purpose of quickly gaining market shares or to establish themselves on the market. If such competitors decide to enter into the markets where the Issuer's Properties are located, this could lead to a decline in the demand for the Issuer's Properties. Although the Issuer deems the likelihood of the establishment of such financially strong competitor which establishment on the abovementioned markets could adversely affect the demand for the Issuer's Properties and hence weaken the Issuer's position in the markets to be low, if the risk described above materialise it would have a material negative impact on the Issuer's earnings and financial position.

Further, if the Group has to make significant investments, restructurings or price reductions due to increased competition, such changes may have a negative effect on the Issuer's business, which in turn might affect the financial position negatively.

Risk rating: Medium

1.1.2.7 Reputational risk

The Issuer is dependent on its good reputation. The Issuer's reputation is important from many different aspects. It is for example important in relation to new and current tenants. As an example, operative problems or maintenance problems could damage the Issuer's reputation, which in turn could lead to difficulties obtaining new or keeping current tenants. The Issuer's reputation is also important in relation to banks, investors and other sources of capital as well as in relation to recruitment of key personnel. Furthermore, damage to the Issuer's reputation could lead to loss of income or loss of growth potential, which in turn may have a negative effect on the Issuer's business and its position at the real estate market.

Risk rating: Medium

1.1.2.8 Disputes and litigation

The Issuer faces the risk of litigation and other proceedings in relation to its business. For example, the Issuer focuses on owning and managing warehouse, logistics and light industrial properties (although the Issuer also develop some residential building rights in existing properties for the purpose of development and management). As a result, the tenants are mainly conducting business in the Issuer's Properties. If there would be a stoppage in the tenant's operating activities due to the Property's technical design or standard, this could result in a claim for damages from the tenant, which, if the described risk materialises, could affect the Issuer's earnings and financial position.

The outcome of any litigation may expose the Issuer to unexpected costs and losses, reputational and other non-financial consequences and diverting management attention. For example, the outcome of litigation and other proceedings may not correspond to the way the outcome is perceived by the market, and the Issuer's reputation may be impacted in a way which adversely affects its future earnings and its possibility to reach out to new tenants in the future.

Risk rating: Medium

1.1.2.9 Holding company risks

The Issuer is a holding company and the Group's operations are mainly run through its subsidiaries. The Issuer is hence dependent on its subsidiaries to be able to fulfil its obligations under the Capital Securities. For example, the subsidiaries intend to provide the Issuer with liquidity by way of intra-group loans, dividends or other transfers of value in order for the Issuer to fulfil its obligations under the Capital Securities. However, if the subsidiaries do not provide liquidity, or due to other circumstances, conditions, laws or regulations are prevented from providing liquidity to the Issuer, there is a risk that the Issuer will not be able to fulfil its obligations under the Capital Securities.

Even if the Issuer deems the likelihood of a negative cash flow in the Issuer due to the fact that its subsidiaries have not provided the Issuer with liquidity to be low, every investor shall be aware that their investment is dependent not solely on the Issuer's earnings, but also the subsidiaries earnings.

Risk rating: Low

1.1.2.10 Risks relating to inadequate insurance

The Group has insured its operations against usual losses and/or potential liability in relation to third party claims. Certain types of losses and/or damages are generally not covered by insurance policies due to such losses being considered as impossible to insure, for example losses resulting from the act of war, terrorism, professional liability, or personal liability (the latter two where damages are caused by negligence, wilful misconduct or criminal acts). Further, most of the Issuer's insurances (i.e., the insured amounts) are limited by specified maximum amounts per claim, series of injuries and the specified insurance periods. Also, if a tenant is revoking its lease agreement due to a damage to the leased property, there is a risk that the Issuer's insurance policies are not covering the lost rental income. In the event that a loss is not covered or only partially covered by the Issuer's insurance policies or that an incurred loss exceeds the maximum amount covered by the relevant insurance policy, or upon the occurrence of consequential loss, this may have a material negative effect on the earnings and financial position due to increased costs as a consequence of such loss.

Risk rating: Low

1.1.3 Financial risks related to the Issuer

1.1.3.1 Refinancing risk

Refinancing risk is the risk that financial costs could be higher and/or the refinancing possibilities could be limited or non-existent when the Capital Securities or other debt owed by the Issuer or the Group falls due and/or needs to be refinanced. This could in turn affect the Issuer's and/or the Group's liquidity and consequently affect the possibility to repay debt as it falls due.

The Issuer's business is partly financed by externally provided capital. The bulk of the required capital for financing of both development of existing Properties and future acquisitions is and will be provided by banks, credit institutions or other lenders. As of 31 March 2026, the Group's net indebtedness amounted to SEK 10,114 million, of which SEK 388 million will be due within twelve months.

During the financial crisis, the volatility and the disruptions in the financial and credit markets were substantial, with reduction in liquidity and higher credit risk premiums for many credit institutions. The turmoil in the market later ceased due to central banks' quantitative easing programs and amended regulations from agencies, but as a result of the general economic downturn, soaring inflation and increased interest rates of the past two years, there is still a significant element of uncertainty and volatility. If the Issuer cannot refinance itself or only may refinance itself at much higher costs, this could have a negative effect on the Issuer's business, earnings and financial position.

If the Issuer is unable to refinance existing financial indebtedness on the relevant due dates it may lead to its creditors taking action against it, for example by initiating court proceedings or filing for bankruptcy for the Issuer, which in turn would have a negative impact on the Issuer's business and financial position.

Risk rating: High

1.1.3.2 Liquidity risk

Liquidity risk is the risk that the liquid assets of the Issuer are not sufficient to meet its payment obligations at the relevant maturity date or that the Issuer cannot issue new securities at a fair price. The Issuer is dependent on available liquidity in order to fulfil its obligations, making investments and paying interest and amortisation costs related to its financing. As the payment obligations under the current liabilities in general is covered by the Issuer's cash flow, or the issue of new securities, there is a risk that the Issuer does not have sufficient liquidity to meet the payment obligations if the cash flow is negatively affected by, for example, the results of the property investments (as described above). If the Issuer does not have sufficient liquidity to fulfil its obligations, this could have a negative effect on the Issuer's results and hence affect the Issuer's financial position.

Risk rating: High

1.1.3.3 Changes in value of Properties

The Issuer's Properties are reported at fair value (Sw. *verkligt värde*) in the balance sheet and with changes in value in the profit and loss account. Different factors, for example changes in cash flow or the markets profitability requirements, could have a material effect on the value of the Properties, which may cause the Issuer to record a write down of the fair value of the affected Properties. A possible result of such write down is that it would adversely affect the Issuer's earnings and financial position.

Furthermore, factors affecting the reported fair value of the Properties could both be property specific, such as rent levels, occupancy ratio and operative expenses, and market specific, such as market yield requirements, macroeconomic effects, general economic trends, growth, unemployment levels, the rate of production of new premises, population growth, inflation and interest rates.

If the value of the Properties decreases, causing the Issuer to write down their value, it could result in a number of consequences, such as a breach of the covenants of other loans owed by the Group from time to time, which in turn could result in such loans being accelerated prior to maturity. For example, an increase or decrease in the net operating income (Sw. *driftnetto*) of +-2.5 per cent., would, as of 31 March 2026, affect the estimated market value of the Properties by approximately +- SEK 438 million.

Furthermore, a material decrease of the market value of the Properties would also have a negative impact on the Issuer's possibilities to dispose of its Properties without incurring losses, which in turn may have a negative effect on the Issuer's earnings and financial position. For example, an increase or decrease of the market's yield requirements of 0.5 per cent., would, as of 31 March 2026, result in a decrease in the value of the Properties with SEK 1,410 million, and an increase in the value of the Properties amounting to SEK 1,680 million.

If any of these risks materialise, it may have a material negative effect on the Issuer's income statement and hence a material negative effect on the Issuer's earnings, which in turn could have a negative impact on the Issuer's financial position.

Risk rating: High

1.1.3.4 Covenants in credit agreements

If the Group is in breach of any of its covenants (e.g., financial covenants such as loan to value ratio or equity ratio) in its loan agreements, it could lead to loans being accelerated which means that they fall due for payment prior to their specified maturity. If the Group is unable to repay such loan following an acceleration it may further give the creditor under such loan the right to enforce security granted for such loan. Such breach could adversely affect the Issuer's business, earnings, and financial position. As of 31 March 2026, the interest-bearing liabilities of the Group amounted to SEK 8,938 million, of such interest-bearing liabilities, SEK 7,287 million were made out by loans from credit institutions. Most of the Group's agreements with credit institutions regarding such loans contain financial covenants.

Furthermore, the financial covenants could have consequences for the Issuer in relation to its ability to obtain additional financing in the longer term, including its ability to refinance its bank borrowings on comparable terms. Also, in the event of a downturn in revenue, the Issuer's leverage could have a disproportionately adverse effect on its profitability. Even though the Issuer deems the likelihood of the described risks to materialise to be low, if the risks materialise this could affect the Issuer's ability to seize business opportunities in the future which in turn could have a negative effect on the Issuer's business and future development.

Risk rating: Medium

1.1.4 Legal and regulatory risks relating to the Issuer

1.1.4.1 New or amended legislation

The Issuer's business is regulated by and must be conducted in accordance with several laws and regulations, inter alia the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*), the Swedish Land Code (Sw. *Jordabalken (1970:994)*), the Swedish Environmental Code (Sw. *Miljöbalken (1998:808)*) and the Swedish Planning and Building Act (Sw. *Plan- och bygglagen (2010:900)*), but also for example detailed development plans, building standards and security regulations, and there is a risk that the Issuer's interpretation of applicable laws and regulations may be incorrect or may change in the future.

New legislation or regulations or changes regarding the application of existing legislation or regulations, regarding for example building permits or other matters applicable to the

Group's operations or its clients or the Capital Securities, may adversely affect the Issuer's business, possibly with retroactive effect.

Risk rating: Medium

1.1.4.2 Taxation risks

During the first quarter of 2026, Stendörren's total tax costs amounted to SEK 130 million. In the event that the historical tax position would be challenged this could lead to additional tax costs for the Group should the tax risk not be covered by the guarantees provided in the share purchase agreements entered into in connection with the Issuer's property transactions. This is especially important in relation to the Issuer, since the Issuer's business normally contains substantial element of property transactions as described above. The value of the guarantees provided in the share purchase agreements is also dependent on the financial position of the sellers.

In the event that the Issuer's interpretation of tax laws or their applicability is incorrect, or if a governmental authority successfully makes negative tax adjustments or changes its interpretations in relation thereto, the Issuer's past or current tax positions may be challenged. A challenged tax position could result in an increased tax cost, which could have a negative impact on the Issuer's business, earnings, and financial position.

Since the laws, treaties, and other regulations on taxation, as well as other financial charges, have historically been subject to frequent changes, further changes are expected in the future, possibly with a retroactive effect. A change in the current tax legislation resulting in increased property tax or reduced possibilities for interest deductions would result in the Group facing an increased tax burden which could affect the Issuer's earnings and financial position.

New Swedish tax rules implementing Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union ("**Pillar 2**") entered into force on 1 January 2024. These new rules apply to certain multinational enterprise ("**MNE**") groups and large-scale domestic groups with a constituent entity located in Sweden and an annual revenue of EUR 750,000,000 or more, in at least two of the four fiscal years immediately preceding the relevant fiscal year. Simplified and subject to certain exemptions, a Swedish parent entity of an MNE group may be liable for top-up tax (Sw. *tilläggsskatt*) if its subsidiaries are considered low-taxed. For financial years commencing in 2025 and later, a Swedish group entity may be liable for top-up tax if its parent entity or fellow subsidiaries are considered low-taxed. An entity which is taxed at a rate lower than 15 per cent pursuant to a special calculation is considered low-taxed. Should entities in the Group be liable to top-up tax it could result in an increased tax cost for the Group, which could have a negative impact on the Issuer's business, earnings and financial position.

Risk rating: Medium

1.1.4.3 Accounting risks

The International Accounting Standards Board ("**IASB**") published the discussion paper "Financial Instruments with Characteristics of Equity" in June 2018 (the "**Discussion Paper**"). The Discussion Paper sets out the IASB's preferred approach to classification of a financial instrument, such as certain capital securities previously issued by the Issuer, as a financial liability or an equity instrument from the perspective of an issuer. The IASB has subsequently decided not to pursue the classification approach set out in the Discussion Paper and has instead focused on targeted amendments to existing standards, in particular in respect of presentation and disclosure.

The changes to the accounting standards addressed in the Discussion Paper would, if implemented, most likely lead to financial instruments, such as the Issuer's outstanding capital securities, being classified as financial liabilities rather than equity as per the current accounting standards. In February 2021, IASB tentatively decided not to change how such instruments should be classified as proposed in the Discussion Paper but instead look to develop presentation and disclosure requirements in relation to them. In November 2023, the IASB published an exposure draft (the "**Exposure Draft**"), including proposals for amendments of certain rules regarding classification of financial instruments with characteristics of equity, in particular regarding presentation and disclosure requirements. The consultation period for the Exposure Draft has since concluded and, as at the date of the Prospectus, no final amended standard has been published by the IASB. It remains unclear to what extent the proposals in the Exposure Draft will result in changes to the accounting standard, in particular in terms of increased administration and/or new disclosure requirements. Consequently, it is difficult to foresee how any such changes would affect the Capital Securities.

If the changes to the accounting standard proposed in the Discussion Paper or any similar proposal would be implemented, it would most likely lead to certain of the Issuer's financial instruments being classified as financial liabilities of the Issuer which in turn would have a negative impact on the Issuer's financial position and could lead to the occurrence of an Accounting Event (see "*Redemption of the Capital Securities*" below). If such redemption would occur within four years from the first issue date of the Capital Securities, the redemption rate would exceed the nominal amount of the Capital Securities, while a redemption occurring thereafter would be made at the nominal amount.

Risk rating: Medium

1.2 Risks relating to the Capital Securities

1.2.1 Risks relating to the value of the Capital Securities and the secondary market

1.2.1.1 Risks related to the Capital Securities' floating rate structure

The market value of the Capital Securities depends on several factors, with one of such important factors being the market interest rates. The Capital Securities will bear a floating rate interest at the rate of 3-month STIBOR plus a margin, and the interest rate will be determined for each interest period. Hence, the interest rate is to a certain extent adjusted for changes in the general interest rate levels. There is a risk that the market value of the Capital Securities is adversely affected by changes in market interest rates. An increase in the general interest levels could adversely affect the market value of the Capital Securities. As the market rate of interest is largely dependent on the Swedish and international economic development and the actions of central banks, this is a risk factor which the Issuer and the Group cannot control. The interest rate can also be affected by regulations regarding benchmarks and changes thereof. See further under "*European Benchmarks Regulation*" below.

Risk rating: Medium

1.2.1.2 Risk related to listing of the Capital Securities, liquidity and the secondary market

The Issuer intends, and shall use its best efforts, to (without assuming any legal or contractual obligation), ensure that the Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm. There is a risk that the Capital Securities will not be admitted to trading on the relevant market place within the intended time frame or at all. If the Issuer fails to procure listing in time, investors holding Capital Securities on an investment savings account (Sw. *ISK or IS-konto)* will no longer be able to hold the Capital Securities on such account, thus affecting such investor's tax situation. A failure to admit the Capital Securities to trading can have a negative impact on the market value of the Capital Securities.

Prior to any admission to trading, there has been no public market for the Capital Securities. If an admission to trading occurs, there is a risk that there will not be a liquid market for trading in the Capital Securities, or if such is developed, maintained. The liquidity and trading price of the Capital Securities may further vary substantially, depending on several factors, such as market fluctuations and general market conditions, which is a risk factor which the Issuer cannot control. Furthermore, Capital Securities may be acquired by the Issuer and subsequently cancelled by the Issuer, provided that the aggregate principal amount of the Capital Securities subject to such cancellation represents eighty (80) per cent. or more of the aggregate principal amount of the Capital Securities issued.

The risks described above may result in the Holders not being able to sell their Capital Securities when desired or at a price level which allows for a profit comparable to similar investments with an active secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Capital Securities. Further, the nominal value of the Capital Securities may not be indicative compared to the market price of the Capital Securities. It should also be noted that during a given time period it may be difficult or impossible to sell the Capital Securities on reasonable terms, or at all, due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

Risk rating: Low

1.2.2 Risks relating to the nature of the Capital Securities

1.2.2.1 The Capital Securities are subordinated to most of the Issuer's liabilities

The Capital Securities are intended to constitute deeply subordinated debt obligations of the Issuer and will only constitute an unsecured claim against the Issuer for the Holders. This means that if the Issuer is subject to any dissolution, winding-up, liquidation, restructuring (Sw. *företagsrekonstruktion*), administrative or other bankruptcy or insolvency proceedings, including an Issuer Winding-up or Issuer Reorganisation, the rights of the Holders to receive payments in respect of the Capital Securities will rank pari passu among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities, but junior to any present or future claims in respect of all unsubordinated obligations of the Issuer and all Subordinated Indebtedness, i.e. normally after all other creditors have been paid in full. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due under the Capital Securities, meaning that the Holders may not recover any or all of its investment, including any return of the principal amount or any accrued and unpaid interest (including any Deferred Interest).

In the event of an Issuer Reorganisation, unsecured debt could be subject to a mandatory write-down provided that a qualified majority of the unsecured creditors has approved such write-down. There is a risk that claims in respect of the share capital of the Issuer are not subject to loss absorbing measures under an Issuer Reorganisation. Consequently, there is a significant risk that the Capital Securities be, partly or completely, written-off, resulting in Holders not recovering its investment in Capital Securities upon an Issuer Reorganisation and, thereby, presents a significant risk for the Holders.

Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Capital Securities and each Holder shall, by virtue of its holding of any Capital Security, be deemed to have waived all such rights of set-off, compensation or retention.

Risk rating: Medium

1.2.2.2 Holders of the Capital Securities have very limited rights in relation to the enforcement of payments on the Capital Securities

The Holders' rights of enforcement in respect of payments under the Capital Securities are subject to significant limitations. If a default is made by the Issuer for a period of 30 days or more in relation to the payment of any interest, principal or premium in respect of the Capital Securities which is due and payable, the rights of the Holders in respect of the Capital Securities are limited to instituting proceedings for an Issuer Winding-up, and the Holders may prove and/or claim in respect of the Capital Securities in an Issuer Winding-up.

The Holders shall not be entitled to accelerate payments of interest or principal under the Capital Securities in any circumstances outside an Issuer Winding-up which, present a risk that the Holders does not recover their investments in the Capital Securities.

Furthermore, whilst the Holder may institute other proceedings against the Issuer to enforce the terms of the Capital Securities, the Issuer shall not, by virtue of such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Accordingly, the Holders' rights of enforcement in respect of payments under the Capital Securities are very limited, thus presenting a significant risk for a single Holder.

Risk rating: Medium

1.2.2.3 Structural subordination and insolvency of subsidiaries

A significant part of the Issuer's revenues relates to the Issuer's subsidiaries. In the event of the insolvency or liquidation of (or a similar event relating to) one of the Issuer's subsidiaries all creditors of such subsidiary would be entitled to payment in full out of the assets of such subsidiary before the Issuer (as a shareholder) would be entitled to any payments. Thus, the

Capital Securities are structurally subordinated to the liabilities of the subsidiaries and there is a significant risk, should a subsidiary be subject to, inter alia, an insolvency or liquidation proceeding, that the Issuer will not be entitled to any payments.

The Issuer and its assets may not be protected from any actions by the creditors of a subsidiary, whether under bankruptcy law, by contract or otherwise.

Risk rating: Medium

1.2.2.4 The Capital Securities have no maturity date

The Capital Securities are perpetual meaning that the Capital Securities have no specified maturity date. The Issuer is not obliged to redeem the Capital Securities at any time and Holders have no option to redeem the Capital Securities at any time. The Issuer may only redeem the Capital Securities in the circumstances described in Clause 11 (Redemption and Repurchase of the Capital Securities) of the Terms and Conditions.

Any potential investor should be aware that it may be required to bear financial risks of the investment in the Capital Securities for a long period of time and may not recover their investment before a redemption of the Capital Securities (if any) at the discretion of the Issuer (in particular if there is no active trading on the secondary market). Each potential investor should therefore be aware that there is a risk that it may lose the whole, or parts of, its investment in the event the Issuer chooses to not redeem the Capital Securities.

Risk rating: Medium

1.2.2.5 The Issuer may defer interest payments

The Issuer may, at any time and in its sole discretion (except on an Interest Payment Date on which the Capital Securities are to be redeemed), elect to defer payment of all or part of the interest which would otherwise be paid on any Interest Payment Date. If interest is deferred in accordance with the Terms and Conditions, the Issuer has no obligation to make such payment on the relevant Interest Payment Date and any such non-payment of interest does not constitute a default or any other breach of obligations under the Capital Securities.

As the Capital Securities carry no voting rights with respect to general meetings of the Issuer, the Holders cannot influence any decisions by the Issuer to defer payments or to optionally settle outstanding payments. As the Capital Securities are perpetual, the lack of availability to influence deferral of interest payments could impact Holders' position and Capital Securities during a prolonged period of time and in a manner that would be undesirable.

Any actual or anticipated deferral of interest payments will be likely to have an adverse effect on the market price of the Capital Securities. In addition, as a result of such interest deferral provisions of the Capital Securities, the market price of the Capital Securities may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial position. Furthermore, the possibility to defer interest payments may expose the Holders to fluctuations in the Issuer's financial position and may result in that the yields from the Capital Securities are less foreseeable.

Risk rating: Medium

1.2.2.6 Risk that the use of proceeds may not meet investor expectations

The Capital Securities are defined as "green" according to the Issuer's Green Finance Framework. The Green Finance Framework, as well as market practice for green capital securities, may be amended and develop after the First Issue Date, thus affecting any of the requirements applicable to the Issuer in respect of any Subsequent Capital Securities. The Issuer's failure to comply with the Green Finance Framework does not constitute an event of default under the Terms and Conditions and would not permit Holders to exercise any early redemption rights or receive any other type of compensation for non-compliance with the Green Finance Framework. There is however a risk that a failure to comply with the Green Finance Framework could have a material adverse effect on the market value of the Capital Securities due to investors perceiving the Capital Securities as a less favourable investment.

Further, the Issuer shall use an amount equal to the net proceeds from the issue of the Capital Securities to the financing or refinancing of new or existing green eligible projects and/or investments ("**Green Eligible Projects**") that meet the requirements of the Green Finance Framework.

A potential investor in the Capital Securities must determine for themselves the relevance on the use of proceeds as set out in the Terms and Conditions and Green Finance Framework (together with any other investigation that such investor deems necessary) and consult with their legal and other advisers before making an investment in the Capital Securities. In particular, no assurance is given by the Issuer or the Joint Bookrunners that the use of such proceeds or the terms of the Capital Securities will satisfy investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Each investor should obtain up to date information about the risks and principles applicable to the Capital Securities since these risks and principles change over time. Furthermore, there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes a "green" asset or project or as to what precise attributes are required for a particular project to be defined as "green", and there is a risk that no clear definition or consensus will develop over time. Further, if developed in the future, the Green Eligible Projects may not reflect these developments. Accordingly, there is a risk that the uses of the Capital Securities issued with reference to the Issuer's Green Finance Framework may not meet investor expectations regarding "green" performance objectives and that adverse environmental, social and/or other impacts will occur during the use of the proceeds of the Capital Securities.

A basis for the determination of what may constitute a "green" or equivalently labelled project has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 (the "**EU Taxonomy**") and Regulation (EU) 2023/2631 of 22 November 2023 (the "**European Green Bond Regulation**"). The alignment of the Issuer's Green Finance Framework with the EU Taxonomy and the European Green Bond Regulation (or any other sustainability framework) is not certain, and no assurance can be given that any Green Eligible Project will meet a potential investor's expectations regarding "green" or any other equivalently labelled performance objectives or investment criteria, or that any adverse environmental, social and/or other impacts will not occur during the implementation of any Green Eligible Projects.

Should the Capital Securities be listed or admitted to trading on any "green", "sustainable" or equivalently labelled segment of any capital market, there is a risk that such listing or admission will not satisfy any investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Further, the criteria for any such listing or admission to trading may vary from one capital market to another.

While the Issuer shall apply an amount equal to the net proceeds from the issue of the Capital Securities into Green Eligible Projects, there is a risk that circumstances beyond the Issuer's control result in that such projects may not be implemented in the intended matter. There is further a risk that circumstances beyond the Issuer's control result in that such Green Eligible Projects may not be completed within any specified period (or at all) or with the results or outcome originally expected by the Issuer. Any such event or failure by the Issuer will not, as previously mentioned, constitute an event of default under the Capital Securities.

Any such event or failure to invest an amount equal to the net proceeds of the issue of the Capital Securities into Green Eligible Projects and/or the Capital Securities no longer being listed or admitted to trading may have a material adverse effect on the value of the Capital Securities.

Risk rating: Medium

1.2.2.7 Redemption of the Capital Securities

Upon the occurrence of an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event or a Withholding Tax Event the Issuer may redeem the Capital Securities in whole, but not some only, at any time together with any Deferred Interest and any accrued and unpaid interest. However, the occurrence of any of these events do not entitle any of the Holders to enforce and accelerate the Capital Securities.

If the Capital Securities are redeemed, Holders are entitled to receive a redemption amount, which may exceed the nominal amount of the Capital Securities. There is a risk that the market value of the Capital Securities is higher than the amount received at redemption and that it may not be possible for Holders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Capital Securities and may only be able to do so at a significantly lower rate. Accordingly, this presents a significant risk for a single Holder.

Risk rating: Low

1.2.2.8 No limitation of issuing or guaranteeing debt

There is no restriction in the Terms and Conditions in relation to issuing or guaranteeing debt ranking senior to or *pari passu* with the Capital Securities. The Issuer may incur additional indebtedness or issue guarantees in respect of indebtedness or guarantees of third parties. Incurring such additional indebtedness may reduce the amount (if any) recoverable by holders if the Issuer is subject to any dissolution, winding-up, liquidation, restructuring, administrative or other bankruptcy or insolvency proceedings and may increase the likelihood of that interest payments under the Terms and Conditions are deferred, at the potential detriment on a Holder.

Risk rating: Low

1.2.2.9 Credit risks

An investment in the Capital Securities carries a credit risk relating to the Issuer. The Holders' ability to receive payment under the Terms and Conditions of the Capital Securities is therefore dependent upon the performance of the Issuer's operations and its financial position, which is affected by numerous factors, including such that have been described in the Prospectus.

An increased credit risk may cause the market to charge the Capital Securities a higher risk premium, which would affect the value of the Capital Securities negatively. Further, any deterioration in the financial position of the Issuer may reduce the Issuer's possibility to receive debt financing at the time of a potential redemption.

Risk rating: Low

1.2.3 Other risks relating to the Capital Securities

1.2.3.1 European Benchmarks Regulation

In order to ensure the reliability of interest rate benchmarks (such as STIBOR) ("**Benchmarks**"), legislative action at EU level has been taken. Hence, the so-called Benchmark Regulation (Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indexes used as reference values for financial instruments and financial agreements or for measuring investment fund results and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014) (the "**Benchmark Regulation"**) were added and entered into force on 1 January 2018. The Benchmark Regulation regulates the provision of reference values, reporting of data bases for reference values and use of reference values within the EU. The effects of the Benchmark Regulation so far are difficult to assess. However, there are future risks that the Benchmark Regulation affects how certain Benchmarks are determined and how they are developed. This in conjunction with increased administrative requirements is likely to lead to a reduced number of entities involved in the determination of Benchmarks, which, in such case, would lead to a certain Benchmark ceasing to be published. If this is the case for STIBOR or any Successor Base Rate, and e.g. the relevant fall-back solution evident from the Terms and Conditions should not work properly or negatively for either or both of the Issuer or the Holders, this may lead to difficulties with determination and calculating interest which in turn could lead to costly and time consuming discussions (and maybe even disputes) in respect of the matter, which in each case could have an adverse effect on the Capital Securities, the Issuer and/or the Holders. Furthermore, there is a risk that such alternative interest calculation results in interest payments less advantageous for the investors compared to similar securities investments, or that such interest payment do not meet market rate expectations.

Risk rating: Low

Overview of the Capital Securities and the use of proceeds

This section contains a general description of the Capital Securities. It does not claim to be comprehensive or cover all details of the Capital Securities. Potential investors should therefore carefully consider the Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Capital Securities. The Terms and Conditions for the Capital Securities can be found in the section Terms and Conditions. Terms and concepts defined in the Terms and Conditions are used with the same meaning in this overview unless it is otherwise explicitly understood from the context or otherwise defined in this Prospectus.

This Prospectus has been approved by the SFSA as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA's approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus, nor should it be considered as an endorsement of the quality of the Capital Securities. Investors should make their own assessment as to the suitability of investing in the securities.

The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply from the time when trading of the Capital Securities on a Regulated Market begins.

The Capital Securities

The Capital Securities have a Nominal Amount of SEK 1,250,000 each and are denominated in Swedish kronor. The aggregate nominal amount of the Capital Securities is SEK 400,000,000. In total, 320 Capital Securities have been issued. All Capital Securities are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.

Subsequent Capital Securities may be issued in accordance with Clause 2.5 of the Terms and Conditions. This Prospectus is prepared solely for the admission to trading of the Capital Securities. If any Subsequent Capital Securities are issued a new prospectus will be prepared for the potential admission to trading of such Subsequent Capital Securities.

The maximum aggregate nominal amount of the Capital Securities may not exceed SEK 800,000,000 unless a consent from the Holders is obtained in accordance with the Terms and Conditions. Subsequent Capital Securities shall be subject to the Terms and Conditions, including, for the avoidance of doubt, the ISIN, the interest rate, the Nominal Amount and the perpetual nature applicable to the Capital Securities. The issue price of the Subsequent Capital Securities may be set at the Nominal Amount, a discount or a premium compared to the Nominal Amount.

ISIN and common code

The Capital Securities have been allocated the ISIN code SE0028354944. The Capital Securities will also be allocated a trading code upon admission to trading. Such trading code has not been allocated at the date of this Prospectus.

Form of the Capital Securities

The Capital Securities are issued in dematerialised book-entry form and registered on a Securities Account on behalf of the relevant Holder. Hence, no physical Capital Securities have been issued. The

Capital Securities are registered in accordance with the Financial Instruments Accounts Act and registration requests relating to the Capital Securities shall be directed to an Account Operator. The Capital Securities are governed by Swedish law and are unilateral debt instruments intended for public trading as set out in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act (Sw. *ensidig skuldförbindelse avsedd för allmän omsättning enligt 1 kap. 3 § lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

The Capital Securities are freely transferable, but the Holders may be subject to purchase or transfer restrictions with regard to the Capital Securities, as applicable, under local laws to which a Holder may be subject. Each Holder must ensure compliance with such restrictions at its own cost and expense.

Status of the Capital Securities

The Capital Securities are constituted by the Terms and Conditions. The Issuer undertakes to make payments in relation to the Capital Securities and to comply with the Terms and Conditions.

The Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, subordinated and unsecured obligations of the Issuer. The rights and claims of the Holders in respect of the Capital Securities against the Issuer are subordinated as described in Clause 3.2 of the Terms and Conditions. In short, this means that (i) in the event of an Issuer Winding-up, the right of the Holders to receive payments in respect of the Capital Securities will rank *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities and (ii) in the event of an Issuer Reorganisation, the right of the Holders to receive payments in respect of the Capital Securities will rank *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of any Parity Securities.

See further in Clause 3.2 of the Terms and Conditions.

Issuance, repurchase, redemption and calculation

First Issue Date

The Capital Securities were issued on 18 May 2026. The Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Capital Securities in the circumstances described in Clause 11 (*Redemption and Repurchase of the Capital Securities)* of the Terms and Conditions as described below. The Capital Securities are not redeemable at the option of the Holders at any time.

The Issuer may redeem all, but not some only, of the outstanding Capital Securities in full on the First Call Date, which is the date falling four (4) years after the First Issue Date (being 18 May 2026), on any Interest Payment Date thereafter or upon a Special Event according to Clauses 11.4 and 11.5 of the Terms and Conditions (see further described below).

Purchase of Capital Securities by Group Companies

Any Group Company may, subject to applicable regulations, at any time and at any price purchase Capital Securities on the market or in any other way. Capital Securities held by the Issuer or any other Group Company may at its discretion be retained or sold or, if held by the Issuer, cancelled by the Issuer, provided that the aggregate principal amount of the Capital Securities subject to such cancellation represents eighty (80) per cent. or more of the aggregate principal amount of the Capital Securities issued (which shall include, for these purposes, any Subsequent Capital Securities).

Voluntary total redemption (call option)

The Issuer may redeem all, but not some only, of the outstanding Capital Securities in full on the First Call Date, which is the date falling four (4) years after the First Issue Date, or on any Interest Payment Date thereafter at an amount per Capital Security equal to 100 per cent. of the Nominal Amount together with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

Voluntary total redemption due to a Special Event

Upon the occurrence of an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event or a Withholding Tax Event which is continuing the Issuer may, subject to Clause 12 of the Terms and Conditions (*Preconditions to a Special Event Redemption and a Change of Control Event Redemption*), redeem all, but not some only, of the Capital Securities at a price per Capital Security equal to:

(a) 101 per cent. of their Nominal Amount, where such redemption occurs before the First Call Date; or

(b) 100 per cent. of their Nominal Amount, where such redemption occurs on or after the First Call Date,

together, in each case, with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

Change of Control Event

Upon the occurrence of a Change of Control Event, the Issuer may, no later than the Change of Control Step-up Date, subject to Clause 12 of the Terms and Conditions (*Preconditions to a Special Event Redemption and a Change of Control Event Redemption*), redeem all, but not some only, of the Capital Securities at a price per Capital Security equal to:

(a) 101 per cent. of their principal amount, where such redemption occurs before the First Call Date; or

(b) 100 per cent. of their principal amount, where such redemption occurs on or after the First Call Date,

together, in each case, with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

Notice of redemption

Redemption in accordance with Clauses 11.3 (*Voluntary total redemption (call option)*), 11.4 (*Voluntary total redemption due to a Special Event*) or 11.5 (*Change of Control Event*) shall be made by the Issuer giving not less than thirty (30) Business Days' notice and not more than sixty (60) Business Days' notice to the Holders and the Agent, in each case calculated from the effective date of the notice. See further in Clause 11.6 (*Notice of redemption*) of the Terms and Conditions.

Cancellation of Capital Securities

All Capital Securities which are redeemed pursuant to Clause 11 of the Terms and Conditions and all Capital Securities purchased and elected to be cancelled pursuant to Clause 11.2 of the Terms and Conditions will be cancelled and may not be reissued or resold.

See further in Clause 11.7 of the Terms and Conditions.

Payments in respect of the Capital Securities

Any payment or repayment under the Terms and Conditions shall be made to such person who is registered as a Holder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.

See further in Clause 8 of the Terms and Conditions.

Interest, default interest and deferral interest

Interest

Each Capital Security carries Interest at the applicable Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date.

Interest accrues during an Interest Period. Subject to Clause 10 of the Terms and Conditions, payment of Interest in respect of the Capital Securities shall be made to the Holders on each Interest Payment Date for the preceding Interest Period.

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).

The interest rate is calculated as the applicable Margin plus STIBOR (3 months), provided that if the sum of STIBOR plus the Margin falls below zero, the Interest Rate will be deemed to be zero.

Margin is defined in the Terms and Conditions as:

(a) in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 3,75 per cent. per annum;

(b) in respect of the period from (but excluding) the First Call Date to (and including) the first Business Day falling six (6) years after the First Issue Date, 5,75 per cent. per annum;

(c) in respect of the period from (but excluding) the first Business Day falling six (6) years after the First Issue Date to (and including) the first Business Day falling eight (8) years after the First Issue Date, 6,75 per cent. per annum;

(d) in respect of the period from (but excluding) the first Business Day falling eight (8) years after the First Issue Date to (and including) the first Business Day falling ten (10) years after the First Issue Date, 7,75 per cent. per annum;

(e) in respect of the period from (but excluding) the first Business Day falling ten (10) years after the First Issue Date and thereafter, 8,75 per cent. per annum.

Step-up after a Change of Control Event

Pursuant to Clause 9.2 of the Terms and Conditions, notwithstanding any other provision of Clause 9 of the Terms and Conditions, if the Issuer does not elect to redeem the Capital Securities in accordance with Clause 11.5 (*Change of Control Event*) following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate otherwise determined in accordance with the provisions of Clause 9 of the Terms and Conditions, on the Capital Securities shall be increased by 500 basis points per annum with effect from (but excluding) the Change of Control Step-up Date up to (and including) the relevant Redemption Date.

Default interest

If the Issuer fails to pay any amount payable by it pursuant to Clause 10.3 of the Terms and Conditions (*Mandatory settlement of Deferred Interest*) or Clause 11 (*Redemption and Repurchase of the Capital Securities*) (except for Clause 11.1 (*No maturity*), Clause 11.2 (*Purchase of Capital Securities by Group Companies*) and Clause 11.7 (*Cancellation of Capital Securities*)) on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

Deferral of Interest Payments

The Issuer may, at any time and at its sole discretion, elect to defer any Interest Payment, in whole or in part, which is otherwise scheduled to be paid on an Interest Payment Date (except on any Interest Payment Date on which the Capital Securities are to be redeemed) by giving notice of such election to the Holders, the Issuing Agent and the Agent in accordance with Clause 24 of the Terms and Conditions not less than seven (7) Business Days prior to the relevant Interest Payment Date. Notwithstanding the foregoing, failure to give such notice shall not prejudice the right of the Issuer to defer any Interest Payment as described above.

See further in Clause 10 of the Terms and Conditions.

Use of benchmarks

The interest payable under the Capital Securities is calculated by reference to the benchmark STIBOR (as defined in the Terms and Conditions). STIBOR is a reference rate that shows an average of the interest rates at which a number of banks active on the Swedish money market are willing to lend to one another without collateral at different maturities.

Since 20 April 2020, STIBOR is administered by Swedish Financial Benchmark Facility AB (a subsidiary of Financial Benchmarks Sweden, part of the Swedish Bankers' Association) ("**SFBF**"). SFBF is since 21 April 2023 authorised by the Swedish Financial Supervisory Authority to act as administrator of STIBOR in accordance with the Benchmark Regulation (Regulation (EU) 2016/1011).

Admission to trading of the Capital Securities

The Issuer shall use its best efforts (without assuming any legal or contractual obligation) to ensure (i) that the Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, within sixty (60) calendar days after the First Issue Date (although the Issuer has the intention to complete such admission to trading within thirty (30) calendar days from the First Issue

Date) and (ii) that the Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon. The aforementioned shall however not apply from and including the last day on which the admission reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

The Capital Securities will be admitted to trading on or around 10 June 2026, for which listing this Prospectus has been prepared. It is estimated that the Issuer's costs in conjunction with the admission to trading will be no higher than SEK 200,000.

Decisions by Holders

A request by the Agent for a decision by the Holders on a matter relating to the Terms and Conditions shall (at the option of the Agent) be dealt with at a Holders' Meeting or by way of a Written Procedure.

Only a Holder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 7 (*Right to act on behalf of a Holder*) from a Holder:

(a) on the Business Day specified in the notice pursuant to Clause 16.2.2 of the Terms and Conditions, in respect of a Holders' Meeting, or

(b) on the Business Day specified in the communication pursuant to Clause 16.3.2 of the Terms and Conditions, in respect of a Written Procedure,

may exercise voting rights as a Holder at such Holders' Meeting or in such Written Procedure, provided that the relevant Capital Securities are included in the Adjusted Nominal Amount.

A matter decided at a duly convened and held Holders' Meeting or by way of Written Procedure is binding on all Holders, irrespective of them being present or represented at the Holders' Meeting or responding in the Written Procedure. The Holders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Holders.

Information about decisions taken at a Holders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Holders' Meeting or Written Procedure shall at the request of a Holder be sent to it by the Issuer or the Agent, as applicable.

See further in Clause 16 of the Terms and Conditions.

No direct action by Holders

Subject to certain exemptions set out in the Terms and Conditions, a Holder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Terms and Conditions, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy (in any jurisdiction) of the Issuer in relation to any of the obligations and liabilities of the Issuer or any Group Company under the Terms and Conditions. Such steps may only be taken by the Agent.

Time-Bar

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

Governing law

The Terms and Conditions of the Capital Securities and any non-contractual obligations arising out of or in connection therewith shall be governed by and construed in accordance with the substansive laws of Sweden. The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (Sw. *Stockholms tingsrätt*).

The CSD

The Capital Securities will be connected with the account-based system of Euroclear Sweden AB, for the purpose of having the payment of interest and principal managed by Euroclear Sweden AB. The Capital Securities have been registered for the Holders on their respective Securities Accounts and no physical Capital Securities have or will be issued. The Issuer's central securities depository and registrar in respect of the Capital Securities, from time to time, is initially, Euroclear P.O. Box 191, SE-101 23 Stockholm, Sweden.

The Agent and the Agency Agreement

Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden, is initially acting as Agent on behalf of the Holders in accordance with the Terms and Conditions.

Pursuant to the Agency Agreement that was entered into on or before the First Issue Date between the Issuer and the Agent, the Agent has undertaken to represent the Holders in accordance with the Terms and Conditions. The Issuer has undertaken to, among other things, pay certain fees to the Agent. The Agency Agreement is available to the Holders at the office of the Agent during normal business hours and also on display at the office of the Issuer, see "*Legal considerations and supplementary information - Documents available for inspection*".

The Issuing Agent

Danske Bank A/S, Danmark, Sverige Filial, Reg. No. 516401-9811, P.O. Box 7523, SE-111 46 Stockholm, Sweden, is initially acting as Issuing Agent in accordance with the Terms and Conditions of the Capital Securities.

Use of proceeds

An amount equivalent to the Net Proceeds from the issue of the Capital Securities shall be applied in accordance with the Issuer's Green Finance Framework (as defined in the Terms & Conditions).

Green Finance Framework

As part of its ESG efforts, the Issuer has established a Green Finance Framework, which is available at the Issuer's website (link). An amount equivalent to the Net Proceeds from the issue of the Capital Securities shall be applied in accordance with the Green Finance Framework. The Green Finance Framework has been developed in alignment with the Green Bond Principles, as administered by the International Capital Market Association (ICMA) from 2021 and the Green Loan Principles, as administered by the Loan Market Association (LMA) from 2023 and thus follows the core components of the principles:

- Use of Proceeds;
- Process for Project Evaluation and Selection;
- Management of Proceeds;
- Reporting; and
- External Review.

The Green Finance Framework is applicable for issuance of, *inter alia*, green capital securities where the equivalent to the net proceeds will be applied to finance or re-finance, in part or in full, new and/or existing projects with clear environmental benefits ("**Green Eligible Projects**"). The Green Eligible Projects are selected by the Issuer's Green Finance Committee, consisting of the CEO, CFO and Head of Sustainability. Below is a non-extensive summary of the Green Finance Framework, and the criteria which will be used to determine how the proceeds are allocated for sustainable purposes.

For new buildings (built after 31 December 2020), the buildings must either have or receive Primary Energy Demand (PED) 10% lower than the threshold set for Nearly Zero-Energy Building (NZEDB) according to national building regulations or EPC A or B or minimum certification of BREEAM Very Good, Nordic Swan Ecolabel, Miljöbyggnad Silver, GreenBuilding or LEED Gold. For buildings larger than 5,000 square meters, the building must undergo air-tightness and thermal integrity testing upon completion and the life-cycle Global warming Potential (GWP) of the building resulting from the construction has been calculated for each stage in the life cycle.

For existing buildings (built before 31 December 2020), the buildings must either have or receive minimum certification of BREEAAM Very Good, BREEAAM In-Use Very Good, Nordic Swan Ecolabel, Miljöbyggnad Silver, Miljöbyggnad iDrift Silver, GreenBuilding or LEED Gold or EPC A or B or within top 15 per cent of the national or regional building stock expressed as operational PED and demonstrated by adequate evidence. The net proceeds of the Issuer's green capital securities will not be used to finance fossil fuel energy generation, the weapons and defence industries, potentially environmentally negative resource extraction, gambling or tobacco.

The proceeds will be tracked using a spreadsheet where all issued amounts of green capital securities, or other eligible instruments, which will also contain the list of Green Eligible Projects. The information available in the spreadsheet (allocation & impact) will in turn serve as basis for regular reporting and will be verified by an external party. To enable investors, lenders and other stakeholders to follow the development of the Green Eligible Projects funded by the proceeds from the green capital securities, or other eligible instruments, a Green Finance Report will be made available on the Issuer's website. The Green Finance Report will include an allocation report and an impact report and will be published annually as long as there are green capital securities, or other eligible instruments, outstanding.

The framework is reviewed by ISS ESG, which has provided a second opinion to confirm the Green Finance Framework's alignment with the Green Bond Principles and Green Loan Principles (as described above), i.e.

- Use of Proceeds;
- Process for Project Evaluation and Selection;
- Management of Proceeds;
- Reporting; and
- External Review.

The second opinion is available on the Issuer's website (link).

Description of the Issuer

Introduction and business overview

The Issuer was founded in 2010 and has its registered office in Stockholm, Sweden. It originates from one of two main business areas within Kvalitena AB (publ) ("**Kvalitena**"), a company founded in 1995. In 2013, Kvalitena divided the main part of its real estate portfolio in the Stockholm region into two sub-portfolios; one containing residential buildings, and the other containing warehouse and light industrial buildings. The Issuer was built from the sub-portfolio focused on warehousing and light industrial buildings.

The Issuer is a real estate company that invests primarily in logistics, warehouse and light industrial in metropolitan areas in the Nordics characterised by strong population growth and urbanisation. Its business idea is to create profitable growth in net asset value. This is achieved through value-creating acquisitions, capitalising on the positive rental growth that follows the urbanisation of metropolitan regions and by developing existing assets, including the Issuer's extensive and unique building rights portfolio. The goal is to create a high risk-adjusted return for its shareholders by working for long-term and close customer relations. The Issuer wants to keep and strengthen its relations with its many and well renowned tenants, by a present, engaged and long-term focus on its clients.

History

2010	The Issuer was founded 15 November 2010.
2013	Kvalitena divides the main part of its real estate portfolio in the Stockholm region into two sub-portfolios, one sub-portfolio dedicated to residential buildings and one sub-portfolio dedicated to warehouse and light industrial buildings.
2014	The sub-portfolio for warehouse and light industrial buildings was listed on First North, Nasdaq Stockholm by Kvalitena through an extraordinary shareholder's meeting in Header Compression Sweden Holding AB ("**HCS Holding**") in November 2014, by which it was decided that HCS Holding would purchase all shares of Stendörren Stockholm 1 AB. The shares of Effnetplattformen AB (publ) were at the same time distributed among the shareholders of HCS Holding, which changed its name to Stendörren Fastigheter AB (publ).
2014	The Issuer had a real estate portfolio valued to SEK 2,200 million and consisted of approximately 275,000 sqm of rentable area. Due to a high pace on the transactions market, the value of the Issuer's portfolio increased to SEK 4,400 million.
2015	The Issuer's B-class shares were re-listed on First North Premier.
2015	The Issuer continues to grow by acquiring more properties, and develop their own organisation, by establishing their own rental operations.
2015	The Issuer acquires its first property in Uppsala and owns properties valued to SEK 5,400 million.
2016	The Issuer owns properties valued to SEK 5,800 million.
2017	The Issuer continues to grow and owns 100 properties with a rentable area of 603,000 sqm, to a total value of approximately SEK 6,500 million.
2018	The Issuer's B-class shares were re-listed on Nasdaq Stockholm.
2018	EQT Real Estate announced 27 February 2018 that it had acquired the majority of the voting rights in the Issuer and published a public bud for all outstanding shares in the Issuer. By the end on 2018 EQT Real Estate controlled over 58 per cent. of the votes and just under 41 per cent. of the capital in the Issuer.
2021	First establishments outside the Mälardalen region, in Denmark, Norway and Viared, Borås.
2022	Establishment in Helsinki in July 2022.
2023	Five projects completed for a total of approximately 30,000 sqm regarding three major tenant improvements within the property Tegelbruket 1 and new constructions in property Almnäs 5:23 and Viby 19:66 (both fully let).
2024	Four projects completed, totaling 17,700 sqm at an occupancy rate of 93 percent and 11 acquisitions were carried out totaling SEK 1,190 million. In October, Stendörren carried out a directed new share issue of 2,630,208 Class B shares, raising approximately SEK 505 million before issue costs.
2025	In May, Stendörren carried out a directed new share issue of 1,547,000 Class B shares, raising approximately SEK 300 million before issue costs.
2026	In January, Stendörren entered into an agreement to acquire 14 warehouse and light industrial properties in the Helsinki region at an agreed property value of approximately SEK 1.3 billion. The portfolio is fully let with an average remaining lease term of just over three years and an estimated annual net operating income of approximately SEK 96 million. The acquisition is expected to increase earnings from property management per share by 13 percent on a pro forma basis. The acquisition was completed in February 2026.

Business areas

The Issuer's business can be divided into the following areas:

Real estate, active management and rentals

As of 31 March 2026, the Issuer's real estate portfolio consisted of 203 real estates, with a combined market value of SEK 17,521 million. The Issuer's properties are located in the Greater Stockholm (Storstockholm), Mälardalen (Mälardalen), Greater Gothenburg (Storgöteborg), Copenhagen, Helsinki and Oslo regions and in the city of Borås. Combined, the 203 properties comprised approximately 984,000 sqm, out of which warehouse, logistics and light industrial properties accounted for around 83 per cent. of the total market value.

Renting out properties is a central part of the Issuer's business. The rentals within the Swedish portfolio are since 2015 managed by the Issuer's in-house organisation which co-operates with the Issuer's management organisation. The Issuer rents space to approximately 700 different tenants, among which are both smaller to middle sized companies, as well as large multinational corporations. The tenants are all active in a number of different industry sectors. A combination of the number of tenants and the fact that 63 per cent. of the Issuer's properties have two or more tenants, creates a spread of risk and reduces the probability of vacancies and loss of rental income due to bankruptcy. As of 31 March 2026, the ten largest of the Issuer's tenants represented approximately 18 per cent of the total annual rental income.

The Issuer creates conditions for long-term tenant relations by active management through their own internal organisation. The Issuer aims to capture any changed needs of their tenants in an early stage, and to offer quality service and support. Having their own organisation for management creates presence and availability for their tenants and the area. It creates understanding for their tenants' needs and knowledge about the properties.

The Issuer's aim is to, given the current market situation and rental levels, create long-term rental agreements, with tenants of good creditworthiness, and to have an even maturity structure among its collective of rental agreements. The current expansion in Stockholm means that agreements with a shorter tenor are negotiated in certain areas, which consequently opens for a faster adaptation to climbing market rents. When rental agreements are re-negotiated, an assessment is made on the current status of the market in the relevant area, and the needs and wishes of the tenant. By a continuous dialogue with the tenants, good conditions are created for reaching a consensus on expectations and a continued relation. Net letting during the period 1 January to 31 March 2026 amounted to a total of approximately SEK 5.3 million and new lease agreements with a total annual rental value of approximately SEK 25 million were signed.

Property development

One part of the Issuer's business model is to improve the property values through property development. By profitable investments, the standards of the properties are increased and attractive facilities are created, which in turn over time results in an increase of cash-flow. The Issuer is actively developing and improving properties within the geographical area of focus, mainly the Greater Stockholm (*Storstockholm*) and Mälardalen regions (*Mälardalen*). The property development can be divided into three parts: property development, new constructions and creating new building rights.

One part on property development is to improve the properties in the Issuer's current portfolio. By a careful assessment of the properties in its portfolio, looking at factors such as geographic position, the areas development, the demand for facilities, types of tenants, levels of rent and need for investments, the objects for improvement are carefully identified. During the period 1 January to 31 March 2026, the

Issuer invested a total of SEK 97 million into its current property portfolio. These investments usually occurs when a change of tenant in a property takes place. By developing the existing buildings and facilities, the properties' potential is improved and new value is created.

The Issuer works actively to efficiently develop their current building rights and to create new building rights. It has a continuous dialogue with different municipalities in their urban management planning to develop the areas where the Issuer operates to modern and sustainable warehousing and logistic workspaces. As of 31 March 2026, the Issuer had 40 properties wholly or partly consisting of building rights. If these building rights would be fully exploited it is estimated that up to 634,000 sqm of total lettable area can be created, mainly for light industrial and logistics, but also for residential use. In some properties, the planning is under way to convert the building rights to another area of use, such as residential.

Real estate transactions

A part of the Issuer's goals for growth is to acquire properties in logistics, warehouse and light industrial located in metropolitan areas in the Nordics characterised by strong population growth and urbanisation. Between 1 January and 31 March 2026, the Issuer carried out 15 acquisitions for a total amount of approximately SEK 1.4 billion.

General corporate and Group information

The Issuer

The Issuer's legal and commercial name is Stendörren Fastigheter AB (publ), and its Swedish Reg. No. is 556825-4741. The registered office of the Board is located in Stockholm and the Issuer's registered address is Stendörren Fastigheter AB, Linnégatan 87 B, SE-115 23 Stockholm, Sweden. The Issuer was incorporated in Sweden on 13 November 2010 and registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on 10 November 2010. The Issuer is a Swedish public limited liability company and is regulated by the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*). The Issuer's LEI Code is 5493003YS3NSPZJ5WU39.

The Issuer's website is www.stendorren.se. The information on the Issuer's website does not form part of this Prospectus unless such information is incorporated by reference into this Prospectus.

Pursuant to clause 3 of the Articles of Association of the Issuer, the Issuer's business shall be to directly or indirectly through its subsidiaries, own, administrate and conduct trading with real property, and conduct business pertaining thereto.

Under its current Articles of Association, the Issuer's share capital shall be not less than SEK 10,950,000 and not more than SEK 43,800,000, divided into not fewer than 18,250,000 shares and not more than 73,000,000 shares. The Issuer has two classes of shares, A-class and B-class. According to the Issuer's Articles of Association, the Issuer may also issue preference shares. At the date of this Prospectus, no preference shares have been issued. The Issuer's registered share capital is SEK 19,585,839.6, represented by 32,643,066 shares. Each share has a quota value of SEK 0.6. Each A-class share equals ten votes and each B-class share equals one vote.

Legal Group structure

The Issuer is part of a corporate group in which it is the ultimate parent. As of 31 March 2026, the Group consisted of 201 private limited companies, all of which are, directly or indirectly, fully owned subsidiaries to the Issuer. All properties owned by the Issuer are owned through a subsidiary and the Issuer's operations are conducted through the subsidiaries. As a consequence of the operations being conducted thought the Issuer's subsidiaries, the Issuer is dependent on its subsidiaries in order to generate profit and cash flow and, thus, to be able to meet its obligations under the Capital Securities.

Principal shareholders

The table below lists the ten (10) largest shareholders of the Issuer as of 31 March 2026 and subsequently known changes.

Name of shareholder	**Total number of shares**	**Number of A-shares**	**Number of B-shares**	**% of the votes**	**% of the capital**
Stendörren Real Estate AB	12,298,124	2,000,000	10,298,124	54.9	37.7
Altira AB	3,360,098	500,000	2,860,098	14.3	10.3
SEB Investment Management	4,235,112	-	4,235,112	7.7	13.0
Fjärde AP-fonden	2,534,056	-	2,534,056	4.6	7.8
Länsförsäkringar Fastighetsfond	2,431,643	-	2,431,643	4.4	7.4
Nordea Funds AB	953,289	-	953,289	1.7	2.9
Carnegie Fonder	816,724	-	816,724	1.5	2.5
Odin Fonder	557,658	-	557,658	1.0	1.7
Handelsbanken Fonder	444,603	-	444,603	0.8	1.4
Stiftelsen Riksbankens Jubileumsfond	408,775	-	408,775	0.7	1.3
Others	4,602,984	-	4,602,984	8.3	14.1
Total	**32,643,066**	**2,500,000**	**30,143,066**	**100**	**100**

As shown above, Stendörren Real Estate AB controls 37.7% of the share capital and a majority of the votes in the Issuer. In addition to Stendörren Real Estate AB, also SEB Investment Management and Altira AB are to be seen as "major shareholders" within the meaning of the Swedish Code of Corporate Governance (Sw. *Svensk kod för bolagsstyrning*) subject to which a major shareholder is defined as controlling, directly or indirectly, at least ten (10) per cent of the shares or votes in a company.

In order to ensure that control over the Issuer is not abused, the Issuer complies with applicable law and relevant regulations regarding decision making and administration in Swedish public limited liability companies, entailing, *inter alia*, that the Issuer's Board of Directors and shareholders observes the rules regarding corporate governance in the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*), and that the shareholders exercise their influence through active participation in shareholders meetings.

There are no arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer.

The Board of Directors, Senior Management and Auditors

Board of directors

The Board of the Issuer consists of six (6) members elected by the General Meeting of Shareholders. The table below sets forth the name and current position of each Board member.

Name	Position	Board member since
Andreas Philipson	Chairman	2016
Tom Livelli	Member	2025
Lamia Youseff	Member	2026
Helena Levander	Member	2017
Carl Mörk	Member	2016
Joakim Rubin	Member	2024

Andreas Philipson

Born 1958. Chairman of the Board since 2022. Board member since 2016.

Principal education: Master of Science in Engineering, Civil Engineer, Chalmers University of Technology.

Other on-going principal assignments: Founder and board member of TAM Group AB, board member of Besqab AB and subsidiaries within the TAM Group.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to the Issuer and its management, and to the Issuer's major shareholders. Holds 4,497 B-class shares in the Issuer.[1]

Tom Livelli

Born 1977. Board member since 2025.

Principal education: MBA, Stanford Graduate School of Business, BA from Harvard University.

Other on-going principal assignments: Partner and Head of Living Strategies, Europe, at EQT Real Estate.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to the Issuer and its management, but not in relation to the Issuer's major shareholders as Tom Livelli is Partner and Head of Living Strategies, Europe, at EQT Real Estate.

Helena Levander

Born 1957. Board member since 2017.

Principal education: Master of Science in Business and Economics, Stockholm School of Economics.

Other on-going principal assignments: Chairman of the board of Factoringgruppen AB. Board member of Occlutech AG and Cinclus Pharma AB.

[1] The holding stated for all board members include the holding of both the individual and any related parties.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to the Issuer and its management, and to the Issuer's major shareholders. Holds 5,000 B-class shares in the Issuer.

Carl Mörk

Born 1969. Board member since 2016.

Principal education: Master of Science in Engineering, Master of Science in Real Estate Financing, London School of Economics.

Other on-going principal assignments: Chairman of the board and employed at Altira AB and certain of its portfolio companies.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to the Issuer and its management, but not to the Issuer's major shareholders. Altira AB, a company Carl Mörk is affiliated with, owns 500,000 A-class shares and 2,860,098 B-class shares in the Issuer. Holds, together with related parties, 10,000 B-class shares.

Joakim Rubin

Born 1960. Board member since 2024.

Principal education: Master of Science in Engineering from the Institute of Technology at Linköping University.

Other on-going principal assignments: Partner at EQT Partners AB.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to Stendörren and its management, but not in relation to the Issuer's major shareholders. Holds 15,500 B-class shares in the Issuer.

Lamia Youseff

Born 1980. Board member since 2026.

Principal education: Master of Science in Management from the Stanford Graduate School of Business and a Ph.D., M.Sc. in Computer Science from the University of California, Santa Barbara. Dr. Lamia Youseff has also conducted postdoctoral research at the MIT Computer Science & Artificial Intelligence Laboratory (CSAIL).

Other on-going principal assignments: Founder and CEO of JC12.ai, guest lecturer and visiting researcher at Stanford University and an affiliated researcher at MIT CSAIL.

Independence in relation to the Issuer and the management and/or the Issuer's major shareholders: Independent in relation to Stendörren and its management, but not in relation to the Issuer's major shareholders.

Senior Management

The Senior Management consist of a team of eight (8) persons. The table below sets forth the name and current position of each member of the Senior Management.

Name	Position	Member of Senior Management since
Erik Ranje	CEO	2020
Anders Nilsson	Head of Property Management, Vice President	2020
Per-Henrik Karlsson	CFO	2020
Caroline Gebauer	Head of Legal	2017
Åsa Thorell	Human Resources Manager	2023
Maria Jonsson	Head of Development	2020
Johan Malmberg	CIO, Head of Business Development	2020
Linda Schuur	Head of Sustainability	2023

Erik Ranje

Born 1972. CEO since 2020.

Principal education: Master of Science in Economics and Business Administration, Stockholm School of Economics.

Other: Holds 20,044 B-class shares and 35,295 warrants in the Issuer.[2]

Anders Nilsson

Born 1967. Head of Property Management and Vice President since 2020.

Principal education: Master of Engineering, KTH.

Other: Holds 14,415 B-class shares and 25,000 warrants in the Issuer.

Per-Henrik Karlsson

Born 1977. CFO since 2020.

Principal education: Master of Science in Economics and Business Administration, University of Växjö.

Other: Holds 525 B-class shares and 1,500 warrants in the Issuer.

Caroline Gebauer

Born 1980. Head of Legal since 2017.

Principal education: Master of Laws, Uppsala University.

Other: Holds 11,474 B-class shares in the Issuer.

[2] The holding stated for all members of management include the holding of both the individual and any related parties.

Åsa Thorell

Born 1963. Human Resources Manager since 2023.

Principal education: BA in HR and Professional Life, Uppsala University.

Other: -

Maria Jonsson

Born 1974. Development Manager since 2020.

Principal education: Master of Engineering, KTH.

Other: Holds 3,050 B-class shares and 3,700 warrants in the Issuer.

Johan Malmberg

Born 1974. CIO and Head of Business Development since 2022.

Principal education: Economics graduate from the University of Gävle, qualified real estate broker.

Other: Holds 5,250 B-class shares and 3,000 warrants in the Issuer.

Linda Schuur

Born 1978. Head of Sustainability since 2023.

Principal education: Master of Architecture, Sustainable Architecture, Chalmers University of Technology.

Other: Holds 58 B-class shares and 1,000 warrants in the Issuer.

Auditors

The Issuer's auditor is since the annual general meeting 2022 BDO Mälardalen AB (P.O. Box 6343, 102 53 Stockholm), with Johan Pharmanson as auditor in charge. Johan Pharmanson is an authorised public accountant and member of FAR, the professional institute for accountants in Sweden. BDO Mälardalen AB, with Johan Pharmanson as auditor in charge, was re-elected at the annual general meeting held on 22 May 2025, for the time until the next annual general meeting.

The annual report for 2024 has been audited by Johan Pharmanson and Carl-Johan Kjellman, and the annual report for 2025 has been audited by Johan Pharmanson. Both Johan Pharmanson and Carl-Johan Kjellman are authorised public accountants and members of FAR. The interim financial report for the period 1 January to 31 March 2026 has not been audited.

Business address

The address for all Board members and members of the Senior Management is c/o the Issuer, Linnégatan 87 B, 115 23 Stockholm, Sweden.

Conflicts of interest

Certain Board Members and members of the Senior Management have a financial interest in the Issuer as a consequence of being shareholders in the Issuer. The Board of Directors of the Issuer does not consider this to constitute a conflict of interest.

Joakim Rubin is a partner at EQT Partners AB, Tom Livelli is Partner and Head of Living Strategies, Europe, at EQT Real Estate, Lamia Youseff is a consultant to EQT and Carl Mörk is affiliated with

Altira AB, a major shareholder of the Issuer, i.e. they are independent in relation to the Issuer and its management, but not in relation to the Issuer's largest shareholders.

Other than as set out above, there are no potential conflicts of interest between the duties to the Issuer of the persons listed under the headings "*Board of Directors*" and "*Senior Management*" above and their private interests or other duties.

Legal considerations and supplementary information

Authorisations and responsibility

The Issuer has obtained all necessary resolutions, authorisations and approvals required in conjunction with the Capital Securities and the performance of its obligations relating thereto. The issuance of the Capital Securities on 18 May 2026 was authorised by a resolution of the board of the Issuer on 3 May 2026.

This Prospectus has been prepared in connection with the Issuer's application to list the Capital Securities on the sustainable bond list of Nasdaq Stockholm, in accordance with the Prospectus Regulation. There is no information in this Prospectus that has been provided by a third party. The Issuer is the source of all company specific data contained in this Prospectus.

The Issuer accepts responsibility for the information contained 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 the Prospectus makes no omission likely to affect its import. The Board of Directors of the Issuer is, to the extent provided by law, responsible for the information contained in this Prospectus and declares that, to the best of their knowledge, the information contained in this Prospectus, including the registration document and the securities note, is in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

Material agreements

Neither the Issuer nor any other Group Company has concluded any material agreements not entered into in the ordinary course of its business which could result in a member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to the Holders.

Legal and arbitration proceedings

The Group is from time to time involved in governmental, legal or arbitration proceedings within its business. However, the Group has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened which the Issuer is aware of) during the previous 12 months from the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability.

Certain material interests

SB1 Markets, filial i Sverige and Danske Bank A/S, Danmark, Sverige Filial are Joint Bookrunners in conjunction with the issuance of the Capital Securities. The Joint Bookrunners (and closely related companies) have provided, and may in the future provide, certain investment banking and/or commercial banking and other services to the Issuer and the Group for which they have received, or will receive, remuneration. Accordingly, conflicts of interest may exist or may arise as a result of the Joint

Bookrunners having previously engaged, or in the future engaging, in transactions with other parties, having multiple roles or carrying out other transactions for third parties.

Material events, changes and trends

On 18 May 2026, the Issuer issued the Capital Securities. The relevant terms of the Capital Securities are summarised under the section "*Overview of the Capital Securities and use of proceeds*" and the complete Terms and Conditions are set out on pages 43–77 of this Prospectus. Aside from the issue of the Capital Securities under the Terms and Conditions, there have been no significant changes in the Group's financial position, financial performance or prospects since the end of the last financial period for which financial information has been published and there are no other recent events particular to the Issuer which are to material extent relevant to the evaluation of the Issuer's solvency.

Credit ratings

The Issuer have been assigned a "BB" long-term issuer rating by Nordic Credit Rating (NCR) with a stable outlook. The Capital Securities have not been assigned any credit rating. NCR are established in Oslo, Norway with a branch in Stockholm, Sweden and are registered as a credit rating agency under Regulation (EC) No.1060/2009 (as amended).

Incorporation by reference

This Prospectus, in addition to this document, comprises of the following financial information which is incorporated by reference and available in electronic format on the Issuer's website, www.stendorren.se, during the period of validity of this Prospectus:

Source	**Reference**
Annual Report 2024 https://www.stendorren.se/sv/wp-content/uploads/sites/4/2023/06/wkr0006-275.pdf	as regards the audited financial information on: • page 49 for income statement; • page 50 for balance sheet; • page 51 for changes in equity capital; • page 52 for cash flow statement; • pages 53-64 for notes; and • pages 76-78 for the audit report.
Annual Report 2025 https://www.stendorren.se/sv/wp-content/uploads/sites/4/2023/06/wkr0006-318.pdf	as regards the audited financial information on: • page 48 for income statement; • page 49 for balance sheet; • page 50 for changes in equity capital; • page 51 for cash flow statement; • pages 52-63 for notes; and • pages 75-77 for the audit report.
Interim Financial Report for Q1 2026 https://www.stendorren.se/en/wp-content/uploads/sites/2/2021/10/Stendorren_Q1_2026_ENG.pdf	as regards the unaudited financial information for the period 1 January to 31 March 2026 on: • page 17 for income statement; • page 18 for balance sheet;

- page 19 for changes in equity capital; and
- page 20 for cash flow statement.

Investors should read all information which is incorporated in the Prospectus by reference. Information in the above referred documents that has not been incorporated by reference is either deemed by the Issuer not to be relevant for the investors of the Capital Securities or is covered elsewhere in the Prospectus. Further, please note that the information on the Issuer's website does not form part of this Prospectus, unless explicitly incorporated by reference, and have not been scrutinised or approved by the SFSA.

The Issuer's Annual Reports for 2024 and 2025 have been audited and prepared in accordance with International Financial Reporting Standards ("**IFRS**") as adopted by the European Union and the Swedish Annual Report Act (Swe. *årsredovisningslag (1995:1554)*). With the exception of the Issuer's consolidated historical financial statements for 2024 and 2025, no information in this Prospectus has been audited or reviewed by the Issuer's auditor. Financial data in this Prospectus that have not been audited by the Issuer's auditor stem from internal accounting and reporting systems.

The Issuer's annual report for 2024 was published on 29 April 2025, and the Issuer's annual report for 2025 was published on 29 April 2026. The Issuer's interim report for the period 1 January to 31 March 2026 was published on 4 May 2026.

Alternative Performance Measures

The following Alternative Performance Measures ("**APM**") are used in the documents incorporated by reference above.

APM	Definition	Purpose
Loan to Value (Sw. *belåningsgrad*)	Interest bearing debt in relation to total assets	Like equity ratio, this is used to measure the capital structure which the Issuer's Board of Directors have assigned certain goals. Loan to value is an important measurement in relation to the financial risk of the Issuer and a key measurement for banks and other credit institutions.
Average Return on Equity (Sw. *avkastning på genomsnittligt eget kapital*)	Net earnings in relation to average equity the last 12 months	A relative way to measure the Issuer's capacity to generate return on equity, expressed in percentage. Average return on equity is one of three financial measurements which has been assigned certain goals by the Board of Directors of the Issuer.
Equity Ratio *(*Sw. *soliditet)*	Book equity in relation to total balance sheet (excluding the leasing liability for the rights of use of land lease properties that, in accordance with IFRS 16, is accounted for as a long-term liability)	A way to measure the capital structure of the Issuer and how the assets are financed. Equity ratio is one of three financial measurements which has been assigned certain goals by the Board of Directors of the Issuer.

Property Value (Sw. *marknadsvärde*)	The Issuer's assessment of the market value of the properties at the end of the period	Expresses the Issuer's assessment on the value which the properties could be sold for on the market at the end of the period.
Lettable Area (Sw. *uthyrningsbar area*)	Aggregate lettable area	The aggregate lettable area available for an external tenant.
Total Return (Sw. *totalavkastning*)	The net operating incoming of the properties together with any change of market value, divided with the average value of the properties during the same period	Measures the properties total yield during the last year were both the net operating income and the change of market value is included.
Weighted Average Unexpired Lease Term (Wault) (Sw. *hyresduration*)	The weighted average remaining lease term on all existing property leases; expressed in terms of years remaining until expiry	A way to measure the duration of existing lease terms.
Economic Occupancy Rate (Sw. *ekonomisk uthyrningsgrad*)	Contractual rental income in relation to contractual rental income increased by the assumed market rent for vacant, lettable area.	A way to measure the occupancy rate of the properties.
Rental Income (Sw. *hyresintäkter*)	The aggregate rental income for the period	Displays the rental income for the period.
Net Operating Income (Sw. *driftsnetto*)	Total rental income from the properties reduced by property operating expenses	A way to calculate the aggregate rental excess reduced by property operating expenses.
Interest Cover Ratio (Sw. *räntetäckningsgrad*)	Income from property management the last 12 months adding back net financial expenses, in relation to net financial expenses (excluding the rights of use of land lease properties that in accordance with IFRS 16 is accounted for as a financial cost)	A way to calculate the Issuers capacity to pay interests on all interest-bearing debt, expressed as the number of times which the available result covers payment of the actual interest. Interest cover ratio is one of three financial measurements which has been assigned certain goals by the Board of Directors of the Issuer.

Documents available for inspection

Copies of the following documents are available at the Issuer's website www.stendorren.se:

- the Issuer's articles of association as of the date of this Prospectus;
- the Issuer's certificate of registration;
- the Issuer's Green Finance Framework;
- this Prospectus; and
- the Terms and Conditions entered into between the Issuer and the Agent and that stipulates the provisions for the Agent's representation of the Holders.

Terms and Conditions

1. Definitions and construction

1.1 Definitions

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

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

"**Accounting Event**" means the receipt by the Issuer of an opinion of an authorised accountant (Sw. *auktoriserad revisor*) in Sweden (experienced in such matters) to the effect that, as a result of a change in the Accounting Principles or interpretation thereof, the equity treatment of the Capital Securities as "equity" in full in the Issuer's consolidated financial statements has or will cease.

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

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

"**Affiliate**" means:

(a) an entity controlling or under common control with the Issuer, other than a Group Company; and

(b) any other person or entity owning any Capital Securities (irrespective of whether such person is directly registered as owner of such Capital Securities) that has undertaken towards a Group Company or an entity referred to in paragraph (a) above to vote for such Capital Securities in accordance with the instructions given by a Group Company or an entity referred to in paragraph (a).

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

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

"**Agent**" means Nordic Trustee & Agency AB (publ), 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 (3 months) or any reference rate replacing STIBOR in accordance with Clause 18 (*Replacement of Base Rate*).

"**Base Rate Administrator**" means Swedish Financial Benchmark Facility AB (SFBF) or any person replacing it as administrator of the Base Rate.

"**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.

"**Capital Security**" means a debt instrument (Sw. *skuldförbindelse*), for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act and which is governed by and issued under these Terms and Conditions, including the Initial Capital Securities and any Subsequent Capital Securities.

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

"**Change of Control Event**" means an event where:

(a) any person (other than EQT Real Estate) or group of persons acting in concert, (i) becomes the owner, directly or indirectly, or has the right to vote as it sees fit for, more than fifty (50) per cent. of the total number of shares and/or votes in the Issuer, or (ii) has the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer; or

(b) the shares of class B in the Issuer cease to be listed on a Regulated Market or any multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments).

For the purpose of this definition, "**acting in concert**" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate control of the Issuer.

"**Change of Control Step-up Date**" means the date falling six (6) months after the date on which a Change of Control Event has occurred.

"**CSD**" means the Issuer's central securities depository and registrar in respect of the Capital Securities, Euroclear Sweden AB, Reg. No. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

"**CSD Regulations**" means the CSD's rules and regulations applicable to the Issuer, the Agent and the Capital Securities from time to time.

"**Debt Register**" means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Capital Securities in which a Holder is registered.

"**Deferred Interest**" has the meaning ascribed to it in Clause 10.1.3.

"**Deferred Interest Payment Event**" means any one or more of the following events:

(a) declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital or any other obligation of the Issuer which ranks or is expressed by its terms to rank junior to the Capital Securities or any Parity Securities;

(b) declaration or payment of any distribution or dividend or any other payment made by the Issuer or any Subsidiary of the Issuer, as the case may be, on any Parity Securities;

(c) redemption, repurchase, repayment, cancellation, reduction or other acquisition by the Issuer or any Subsidiary of the Issuer of any shares of the Issuer or any other obligation of the Issuer which ranks or is expressed by its terms to rank junior to the Capital Securities or any Parity Securities; and/or

(d) redemption, repurchase, repayment, cancellation, reduction or other acquisition by the Issuer or any Subsidiary of the Issuer of any Parity Securities,

save for:

(i) in each case, any compulsory distribution, dividend, other payment, redemption, repurchase, repayment, cancellation, reduction or other acquisition required by the terms of such securities or by mandatory operation of applicable law;

(ii) in each case, any declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital, which is made by reason of a claim (in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*), as amended) by shareholder(s) owning not less than ten (10.00) per cent. of the shares in the Issuer;

(iii) in the case of paragraph (c) above only, any redemption, repurchase, repayment, cancellation, reduction or other acquisition that is executed in connection with, or for the purpose of (A) any reduction of the quota value of the share capital of the Issuer without a corresponding return of cash, capital or assets to shareholders of the Issuer or (B) any share buyback programme then in force and duly approved by the shareholders' general meeting of the Issuer or the relevant Subsidiary of the Issuer (as applicable) or any existing or future stock option plan or free share allocation plan or other incentive plan, in all cases, reserved for directors, officers and/or employees of the Issuer or the relevant Subsidiary of the Issuer or any associated hedging transaction; and

(iv) in the case of paragraph (d) above only, any redemption, repurchase, repayment, cancellation, reduction or other acquisition executed in whole or in part in the form of a public tender offer or public exchange offer at a consideration per Parity Security below its par value.

"**EQT Real Estate**" means EQT Real Estate II SCSp, or a subsidiary or affiliate of EQT Real Estate II SCSp and/or a co-investment vehicle managed by EQT Fund Management S.à r.l. or any other person managed by EQT Fund Management S.à r.l., or by any successor as manager of such partnership or person, provided that such successor is an affiliate of EQT AB (publ).

"**First Call Date**" means the date falling four (4) years after the First Issue Date.

"**First Issue Date**" means 18 May 2026.

"**Force Majeure Event**" has the meaning set forth in Clause 25.1.

"**Green Finance Framework**" means the Issuer's green finance framework, as amended from time to time.

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

"**Holder**" means the person who is registered on a Securities Account as direct registered owner (Sw. *direktregistrerad ägare*) or nominee (Sw. *förvaltare*) with respect to a Capital Security.

"**Holders' Committee**" means a committee of natural persons appointed by the Holders to represent their interests in relation to the Capital Securities by a decision in accordance with Clause 16.4.3.

"**Holders' Meeting**" means a meeting among the Holders held in accordance with Clause 16.1 (*Request for a decision*), 16.2 (*Convening of Holders' Meeting*) and 16.4 (*Majority, quorum and other provisions*).

"**Initial Capital Securities**" means the Capital Securities issued on the First Issue Date, being in a Nominal Amount of SEK 400,000,000.

"**Insolvent**" means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction).

"**Interest**" means the interest on the Capital Securities calculated in accordance with Clauses 9.1.1 to 9.1.3.

"**Interest Payment**" means, in respect of the payment of interest on an Interest Payment Date, the amount of interest payable for the relevant Interest Period in accordance with Clause 9 (*Interest*).

"**Interest Payment Date**" means, subject to Clause 10 (*Optional Interest Deferral*), 1 January, 1 April, 1 July and 1 October of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Capital Securities shall be 1 July 2026 and the last Interest Payment Date shall be the relevant Redemption Date.

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

"**Interest Rate**" means the Base Rate plus the Margin as adjusted by any application of Clause 18 (*Replacement of Base Rate*), provided that if the sum of such total rate is below zero then the Interest Rate will be deemed to be zero.

"**Issuer**" means Stendörren Fastigheter AB, a public limited liability company incorporated under the laws of Sweden with Reg. No. 556825-4741.

"**Issuer Reorganisation**" has the meaning set forth in Clause 3.2.

"**Issuer Winding-up**" has the meaning set forth in Clause 3.2.

"**Issuing Agent**" means, initially, Danske Bank A/S, Danmark, Sverige Filial, Reg. No. 516401-9811, and thereafter each other party appointed as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

"**Margin**" means:

(a) in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 3,75 per cent. per annum;

(b) in respect of the period from (but excluding) the First Call Date to (and including) the first Business Day falling six (6) years after the First Issue Date, 5,75 per cent. per annum;

(c) in respect of the period from (but excluding) the first Business Day falling six (6) years after the First Issue Date to (and including) the first Business Day falling eight (8) years after the First Issue Date, 6,75 per cent. per annum;

(d) in respect of the period from (but excluding) the first Business Day falling eight (8) years after the First Issue Date to (and including) the first Business Day falling ten (10) years after the First Issue Date, 7,75 per cent. per annum;

(e) in respect of the period from (but excluding) the first Business Day falling ten (10) years after the First Issue Date and thereafter, 8,75 per cent. per annum.

"**Net Proceeds**" means the gross proceeds from the offering of the relevant Capital Securities, after deduction has been made for the costs payable by the Issuer or any other Group Company in relation to the placement and issuance of the relevant Capital Securities.

"**Nominal Amount**" has the meaning set forth in Clause 2.3.

"**Parity Securities**" means any obligations of:

(a) the Issuer, issued directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Capital Securities; and

(b) any Subsidiary of the Issuer having the benefit of a guarantee or support agreement from the Issuer which ranks or is expressed to rank *pari passu* with the Capital Securities.

"**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) the date of a Holders' Meeting, or (iv) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

"**Redemption Date**" means the date on which the relevant Capital Securities are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and Repurchase of the Capital Securities*).

"**Regulated Market**" means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments).

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

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

"**Special Event**" means any of an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event, a Withholding Tax Event or any combination of the foregoing.

"**STIBOR**" means:

(a) the Stockholm interbank offered rate (STIBOR) administered by the Base Rate Administrator for Swedish Kronor and for a period comparable to the relevant Interest Period, as displayed on page STIBOR= of the LSEG Benchmark 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 LSEG Benchmark 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), (b) or (c) 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.

"**Subordinated Indebtedness**" means any obligation of the Issuer, whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of an Issuer Winding-up to the claims of all unsubordinated creditors of the Issuer but senior to the Capital Securities or to the obligations of the Issuer in respect of any Parity Securities.

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

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

"**Substantial Repurchase Event**" shall be deemed to occur if the Issuer and/or any of its Subsidiaries repurchases and cancels or has at any time repurchased and cancelled, a principal amount of Capital Securities equal to or greater than eighty (80) per cent. of the aggregate principal amount of the Capital Securities issued (which shall include, for these purposes, any Subsequent Capital Securities).

"**Swedish Kronor**" and "**SEK**" mean the lawful currency of Sweden.

"**Tax Deductibility Event**" means the receipt by the Issuer of an opinion of well-reputed counsel in Sweden (experienced in such matters) to the effect that, as a result of a Tax Law Change, any interest payments under the Capital Securities were, but are no longer, tax-deductible by the Issuer for Swedish tax purposes to the same extent as any unsubordinated obligations of the Issuer.

"**Tax Law Change**" means:

(a) any amendment to, clarification of, or change in, the laws or treaties (or any regulations thereunder) of Sweden, or any political subdivision or any authority thereof or therein having the power to tax, affecting taxation;

(b) any governmental action; or

(c) any amendment to, clarification of, or change in the application, official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position,

in each case, by any legislative body, court, governmental authority or regulatory body in Sweden, irrespective of the manner in which such amendment, clarification, change, action, pronouncement, interpretation or decision is made known, which amendment, clarification or change is effective or such governmental action, pronouncement, interpretation or decision is announced on or after the date falling five (5) Business Days prior to the First Issue Date.

"**Total Nominal Amount**" means the total aggregate Nominal Amount of the Capital Securities outstanding at the relevant time.

"**Withholding Tax Event**" shall be deemed to occur if, as a result of any Tax Law Change, in making any payments on the Capital Securities, the Issuer has paid or will or would on the next Interest Payment Date be required to pay additional amounts on the Capital Securities and the Issuer cannot avoid the foregoing by taking reasonable measures available to it.

"**Written Procedure**" means the written or electronic procedure for decision making among the Holders in accordance with Clauses 16.1 (*Request for a decision*), 16.3 (*Instigation of Written Procedure*) and 16.4 (*Majority, quorum and other provisions*).

1.2 Construction

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

(a) "**assets**" includes present and future properties, revenues and rights of every description;

(b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;

(c) a "**regulation**" includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, or department;

(d) a provision of regulation is a reference to that provision as amended or re-enacted; and

(e) a time of day is a reference to Stockholm time.

1.2.2 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.

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

1.2.4 No delay or omission of the Agent or of any Holder to exercise any right or remedy under the Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

1.2.5 The selling restrictions, 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 Holders and the Agent.

2. The Capital Securities

2.1 The Capital Securities are denominated in Swedish Kronor and each Capital Security is constituted by these Terms and Conditions. The Issuer undertakes to comply with these Terms and Conditions.

2.2 By subscribing for Capital Securities, each initial Holder agrees that the Capital Securities shall benefit from and be subject to these Terms and Conditions and by acquiring Capital Securities, each subsequent Holder confirms such agreement.

2.3 The nominal amount of each Capital Security is SEK 1,250,000 (the "**Nominal Amount**"). All Initial Capital Securities are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount. Each investor participating in the issuance of the Initial Capital Securities must subscribe for Capital Securities in an amount equal to at least SEK 1,250,000.

2.4 The ISIN of the Capital Securities is SE0028354944.

2.5 Provided that the relevant conditions precedent have been duly received (or waived) by the Agent in accordance with Clause 5.2, the Issuer may, on one or several occasions, issue Subsequent Capital Securities. Subsequent Capital Securities shall benefit from and be subject to the Terms and Conditions, and, for the avoidance of doubt, the ISIN, the Interest Rate, the currency, the Nominal Amount and the perpetual nature applicable to the Initial Capital Securities shall apply to Subsequent Capital Securities. The issue price of the Subsequent Capital Securities may be set at the Nominal Amount, a discount or a premium compared to the Nominal Amount. The maximum Total Nominal Amount of the Capital Securities (the Initial Capital Securities and all Subsequent Capital Securities) may not exceed SEK 800,000,000 unless consent from the Holders is obtained in accordance with Clause 16.4.2(a). Each Subsequent Capital Security shall entitle its holder to Interest in accordance with Clause 9.1, and otherwise have the same rights as the Initial Capital Securities.

2.6 The Capital Securities are freely transferable, but the Holders may be subject to purchase or transfer restrictions with regard to the Capital Securities, as applicable from time to time, under local regulation to which a Holder may be subject. Each Holder must ensure compliance with such restrictions at its own cost and expense.

2.7 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Capital Securities or the possession, circulation or distribution of any document or other material relating to the Issuer or the Capital Securities in any jurisdiction other than Sweden, where action for that purpose is required. Each Holder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Capital Securities.

3. Status of the Capital Securities

3.1 The Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, unsecured and subordinated obligations of the Issuer. The rights and claims of the Holders in respect of the Capital Securities against the Issuer, are subordinated as described in Clause 3.2 below.

3.2 In the event of:

(a) a voluntary or involuntary liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer (each an "**Issuer Winding-up**"), the Holders (or the Agent on their behalf) shall, in respect of their Capital Securities, have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:

(i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities;

(ii) in priority to all present and future claims in respect of:

A. the ordinary shares of the Issuer; and

B. any other obligation of the Issuer expressed by its terms as at its original issue date to rank junior to the Capital Securities or any Parity Securities; and

(iii) junior in right of payment to any present or future claims of:

A. all unsubordinated obligations of the Issuer; and

B. all Subordinated Indebtedness; or

(b) a company reorganisation (Sw. *företagsrekonstruktion*) of the Issuer under the Swedish Company Reorganisation Act (Sw. *lag (2022:964) om företagsrekonstruktion*) (an "**Issuer Reorganisation**"), the Holders (or the Agent on their behalf) shall, in respect of their Capital Securities, have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:

(i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities; and

(ii) junior in right of payment to any present or future claims of:

A. all unsubordinated obligations of the Issuer; and

B. all Subordinated Indebtedness.

Claims in respect of the share capital of the Issuer are not subject to loss absorbing measures under an Issuer Reorganisation.

3.3 Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Capital Securities and each Holder shall, by virtue of its holding of any Capital Security, be deemed to have waived all such rights of set-off, compensation or retention.

4. Use of Proceeds

4.1 An amount equivalent to the Net Proceeds from the issue of the Initial Capital Securities shall be applied in accordance with the Issuer's Green Finance Framework.

4.2 An amount equivalent to the Net Proceeds from any issue of Subsequent Capital Securities shall be applied in accordance with the Issuer's Green Finance Framework.

5. Conditions for Disbursement

5.1 The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), each document and other evidence set out in Appendix 1 (*Conditions precedent for Initial Capital Securities*).

5.2 The Issuer shall provide to the Agent, no later than 9.00 a.m. three (3) Business Days prior to the issue date (or such later time as agreed to by the Agent) in respect of Subsequent Capital Securities, each document and other evidence set out in Appendix 2 (*Conditions precedent for Subsequent Capital Securities*).

5.3 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1 or 5.2, as the case may be, have been received (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)). The relevant issue date shall not occur unless the Agent makes such confirmation to the Issuing Agent no later than 9.00 a.m. two (2) Business Days prior to the relevant issue date (or later, if the Issuing Agent so agrees).

5.4 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.3, the Issuing Agent shall settle the issuance of the Initial Capital Securities and pay the Net Proceeds to the Issuer on the First Issue Date. Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.3, the Issuing Agent shall settle the issuance of any Subsequent Capital Securities and pay the Net Proceeds to the Issuer on the relevant issue date.

6. Capital Securities in book-entry form

6.1 The Capital Securities will be registered for the Holders on their respective Securities Accounts and no physical Capital Securities will be issued. Accordingly, the Capital Securities will be registered in accordance with the Central Securities Depositories and Financial Instruments Accounts Act. Registration requests relating to the Capital Securities shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Holders and their holdings of Capital Securities.

6.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Capital Security shall register their entitlements to receive payment in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.

6.3 The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. For the purpose of carrying out any administrative procedure that arises out of the Terms and Conditions, the Issuing Agent shall be entitled to obtain information from the Debt Register.

6.4 The Issuer and the Agent may use the information referred to in Clause 6.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Terms and Conditions and the Agency Agreement and shall not disclose such information to any Holder or third party unless necessary for such purposes.

6.5 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Holders.

7. Right to act on behalf of a Holder

7.1 If any person other than a Holder (including the owner of a Capital Security, if such person is not the Holder) wishes to exercise any rights under the Terms and Conditions, it must obtain a power of attorney or other authorisation from the Holder or a successive, coherent chain of powers of attorney or authorisations starting with the Holder and authorising such person.

7.2 A Holder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Capital Securities held by it. Any such representative may act independently under the Terms and Conditions in relation to the Capital Securities for which such representative is entitled to represent the Holder.

7.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 7.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise apparent from its face or the Agent has actual knowledge to the contrary.

7.4 The Holders may in accordance with Clause 16.4.3 appoint a Holders' Committee to represent their interests in relation to the Capital Securities and in accordance with Clause 16.4.4 delegate powers to such Holders' Committee. The Holders' Committee represents all Holders and exercises such delegated powers on behalf of all Holders.

7.5 The Holders' Committee will not be liable to the Holders for damage or loss caused by any action taken or omitted by it or any member thereof under or in connection with the Terms and Conditions, unless directly caused by a breach of the powers delegated to it or by gross negligence or wilful misconduct.

7.6 These Terms and Conditions shall not affect the relationship between a Holder who is the nominee (Sw. *förvaltare*) with respect to a Capital Security and the owner of such Capital

Security, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

8. Payments in respect of the Capital Securities

8.1 Any payment or repayment under the Terms and Conditions shall be made to such person who is registered as a Holder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.

8.2 Provided that a Holder 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 Capital Securities 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 Holder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Holder 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 to the persons who are registered as Holders on the relevant Record Date as soon as possible after such obstacle has been removed.

8.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 9.1.4 during such postponement.

8.4 If payment or repayment is made in accordance with this Clause 8, 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).

8.5 The Issuer is not liable to gross-up any payments under the Terms and Conditions by virtue of any withholding tax, public levy or the similar.

9. Interest

9.1 General

9.1.1 Each Initial Capital Security carries Interest at the applicable Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Capital Security will carry Interest at the Interest Rate applied to the Nominal Amount 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.

9.1.2 Interest accrues during an Interest Period. Subject to Clause 10 (*Optional Interest Deferral*), payment of Interest in respect of the Capital Securities shall be made to the Holders on each Interest Payment Date for the preceding Interest Period.

9.1.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

9.1.4 Payment of Interest in respect of each Interest Period may be deferred in accordance with Clause 10 (*Optional Interest Deferral*).

9.2 Step-up after a Change of Control Event

Notwithstanding any other provision of this Clause 9, if the Issuer does not elect to redeem the Capital Securities in accordance with Clause 11.5 (*Change of Control Event*) following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate otherwise determined in accordance with the provisions of this Clause 9, on the Capital Securities shall be increased by 500 basis points per annum with effect from (but excluding) the Change of Control Step-up Date up to (and including) the relevant Redemption Date.

9.3 Default interest

If the Issuer fails to pay any amount payable by it pursuant to Clause 10.3 (*Mandatory settlement of Deferred Interest*) or Clause 11 (*Redemption and Repurchase of the Capital Securities*) (except for Clause 11.1 (*No maturity*), Clause 11.2 (*Purchase of Capital Securities by Group Companies*) and Clause 11.7 (*Cancellation of Capital Securities*)), on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 200 basis points *per annum* higher than the applicable Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

10. Optional Interest Deferral

10.1 Deferral of interest payments

10.1.1 The Issuer may, at any time and at its sole discretion, elect to defer any Interest Payment, in whole or in part, which is otherwise scheduled to be paid on an Interest Payment Date (except on any Interest Payment Date on which the Capital Securities are to be redeemed) by giving notice of such election to the Holders, the Issuing Agent and the Agent in accordance with Clause 24 (*Notices and press releases*) not less than seven (7) Business Days prior to the relevant Interest Payment Date. Notwithstanding the foregoing, failure to give such notice shall not prejudice the right of the Issuer to defer any Interest Payment as described above.

10.1.2 If the Issuer makes only a partial payment of interest on an Interest Payment Date, such amount shall be applied *pro rata* in respect of each Capital Security.

10.1.3 Any Interest Payment so deferred pursuant to this Clause 10 shall, from (but excluding) the Interest Payment Date on which such Interest Payment would (but for its deferral) have been payable to (and including) the date on which it is paid in full, itself bear interest at the Interest Rate prevailing from time to time (which interest shall compound on each Interest Payment Date) and, for so long as the same remains unpaid, such deferred interest (together with the interest accrued thereon) shall constitute "**Deferred Interest**".

10.1.4 The deferral of an Interest Payment in accordance with this Clause 10 shall not constitute a default pursuant to Clause 15 (*Default and enforcement*) by the Issuer under the Capital Securities or for any other purpose.

10.2 Optional settlement of Deferred Interest

Deferred Interest may be paid, in whole or in part, at any time at the option of the Issuer following delivery of a notice to such effect given by the Issuer to the Holders, the Issuing Agent and the Agent in accordance with Clause 24 (*Notices and press releases*) not less than seven (7) Business Days prior to the date (to be specified in such notice) on which the Issuer will pay such Deferred Interest.

10.3 Mandatory settlement of Deferred Interest

The Issuer shall pay any Deferred Interest, in whole but not in part, on the first to occur of the following dates:

(a) the tenth (10th) Business Day following the date on which a Deferred Interest Payment Event occurs;

(b) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period; and

(c) the date on which the Capital Securities are redeemed or repaid in accordance with Clause 11 (*Redemption and Repurchase of the Capital Securities*) or Clause 15 (*Default and enforcement*).

Notice of any Deferred Interest Payment Event shall be given by the Issuer to the Holders, the Issuing Agent and the Agent in accordance with Clause 24 (*Notices and press releases*) within three (3) Business Days of such event.

11. Redemption and Repurchase of the Capital Securities

11.1 No maturity

The Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Capital Securities in the circumstances described in this Clause 11 (*Redemption and Repurchase of the Capital Securities*). The Capital Securities are not redeemable at the option of the Holders at any time.

11.2 Purchase of Capital Securities by Group Companies

11.2.1 Any Group Company may, subject to applicable regulations, at any time and at any price purchase Capital Securities on the market or in any other way.

11.2.2 Capital Securities held by the Issuer or any other Group Company may at such Group Company's discretion be retained or sold or, if held by the Issuer, cancelled by the Issuer, provided that the aggregate principal amount of the Capital Securities subject to such cancellation represents eighty (80) per cent. or more of the aggregate principal amount of the Capital Securities issued (which shall include, for these purposes, any Subsequent Capital Securities).

11.3 Voluntary total redemption (call option)

The Issuer may redeem all, but not some only, of the outstanding Capital Securities in full on the First Call Date or on any Interest Payment Date thereafter at an amount per Capital

Security equal to 100 per cent. of the Nominal Amount together with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

11.4 Voluntary total redemption due to a Special Event

Upon the occurrence of an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event or a Withholding Tax Event which is continuing the Issuer may, subject to Clause 12 (*Preconditions to a Special Event Redemption and a Change of Control Event Redemption*), redeem all, but not some only, of the Capital Securities at a price per Capital Security equal to:

(a) 101 per cent. of their Nominal Amount, where such redemption occurs before the First Call Date; or

(b) 100 per cent. of their Nominal Amount, where such redemption occurs on or after the First Call Date,

together, in each case, with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

11.5 Change of Control Event

11.5.1 Upon the occurrence of a Change of Control Event, the Issuer may, no later than the Change of Control Step-up Date, subject to Clause 12 (*Preconditions to a Special Event Redemption and a Change of Control Event Redemption*), redeem all, but not some only, of the Capital Securities at a price per Capital Security equal to:

(a) 101 per cent. of their principal amount, where such redemption occurs before the First Call Date; or

(b) 100 per cent. of their principal amount, where such redemption occurs on or after the First Call Date,

together, in each case, with any Deferred Interest and any other accrued and unpaid interest up to (and including) the Redemption Date.

11.5.2 Immediately upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Agent, the Issuing Agent and the Holders in accordance with Clause 24 (*Notices and press releases*) specifying the nature of the Change of Control Event.

11.6 Notice of redemption

Redemption in accordance with Clauses 11.3 (*Voluntary total redemption (call option)*), 11.4 (*Voluntary total redemption due to a Special Event*) or 11.5 (*Change of Control Event*) shall be made by the Issuer giving not less than thirty (30) Business Days' notice and not more than sixty (60) Business Days' notice to the Holders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Holder to receive the amounts due on such Redemption Date. The notice is irrevocable but may in the case of a redemption in accordance with Clause 11.3 (*Voluntary total redemption (call option)*), at the Issuer's discretion, contain one or more conditions precedent that shall be satisfied prior to the Record Date. Upon fulfilment of the conditions precedent (if any), the

Issuer shall redeem the Capital Securities in full at the applicable amount on the specified Redemption Date.

11.7 Cancellation of Capital Securities

All Capital Securities which are redeemed pursuant to this Clause 11 and all Capital Securities purchased and elected to be cancelled pursuant to Clause 11.2 (*Purchase of Capital Securities by Group Companies*) will be cancelled and may not be reissued or resold. The Issuer shall promptly inform the Holders, the Agent and the Issuing Agent in accordance with Clause 24 (*Notices and press releases*) of any such cancellation and for so long as the Capital Securities are admitted to trading on Nasdaq Stockholm or another Regulated Market, as the case may be, and the rules of such exchange so require, the Issuer shall promptly inform Nasdaq Stockholm or the other Regulated Market on which the Capital Securities are admitted to trading, as the case may be, of the cancellation of any Capital Securities under this Clause 11.

12. Preconditions to a Special Event Redemption and a Change of Control Event Redemption

12.1 Prior to the publication of any notice of redemption pursuant to Clause 11 (*Redemption and Repurchase of the Capital Securities*) (other than redemption pursuant to Clause 11.3 (*Voluntary total redemption (call option)*)), the Issuer shall deliver to the Agent a certificate signed by two authorised signatories of the Issuer stating that the relevant requirement or circumstance giving rise to the right to redeem the Capital Securities is satisfied.

12.2 In addition, in the case of an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event, the Issuer shall deliver to the Agent and the Issuing Agent an opinion of independent legal, accounting or other tax advisers to the effect that the relevant requirement or circumstance giving rise to the right to redeem is satisfied (save, in the case of a Withholding Tax Event, as to whether reasonable measures to avoid paying additional amounts are available to the Issuer). Such certificate and, if applicable, opinion, shall be conclusive and binding on the Holders.

12.3 Any redemption of the Capital Securities in accordance with Clause 11 (*Redemption and Repurchase of the Capital Securities*) shall be conditional on all Deferred Interest being paid in full in accordance with the provisions of Clause 10.3 (*Mandatory settlement of Deferred Interest*) on or prior to the date of such redemption.

13. Information to Holders

13.1 Information from the Agent and a Holders' Committee

13.1.1 Subject to the restrictions of a non-disclosure agreement entered into in accordance with Clause 13.1.2, the Agent is entitled to disclose to the Holders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Capital Securities. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Holders delay disclosure or refrain from disclosing certain information.

13.1.2 A Holders' Committee may agree with the Issuer not to disclose information received from the Issuer. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the Holders' Committee.

13.2 Information among the Holders

Subject to applicable regulations, the Agent shall promptly upon a reasonable request by a Holder forward by post any information from such Holder to the Holders which relates to the Capital Securities. The Agent may require that the Issuer or the requesting Holder reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

13.3 Availability of the Terms and Conditions

The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent. Failure by the Issuer to have these Terms and Conditions (including any document amending these Terms and Conditions) available on its website shall not constitute a default pursuant to Clause 15 (*Default and enforcement*) by the Issuer under the Capital Securities or for any other purpose.

14. Admission to trading and miscellaneous

14.1 Admission to trading

14.1.1 The Issuer shall use its best efforts (without assuming any legal or contractual obligation) to ensure that:

(a) the Initial Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, within sixty (60) calendar days after the First Issue Date (although the Issuer has the intention to complete such admission to trading within thirty (30) calendar days from the First Issue Date);

(b) that any Subsequent Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market, within sixty (60) calendar days after the relevant issue date of such Subsequent Capital Securities, unless the relevant Subsequent Capital Securities are issued before the expiry of the sixty (60) day period referred to in paragraph (a) above, in which case such Subsequent Capital Securities shall be admitted to trading within sixty (60) calendar days after the First Issue Date together with the Initial Capital Securities; and

(c) the Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon.

14.1.2 The aforementioned shall however not apply from and including the last day on which the admission reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

14.2 The Agency Agreement

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

14.3 The CSD

The Issuer shall keep the Capital Securities affiliated with a CSD and use its best efforts to (without assuming any legal or contractual obligation) comply with all applicable CSD Regulations.

14.4 Green Finance Framework

The Issuer shall (without assuming any legal or contractual obligation) maintain a Green Finance Framework, which shall at all times be published on the Issuer's webpage (including the second opinion issued for the purpose of such framework).

14.5 No default

Failure by the Issuer to comply with any provision of this Clause 14 shall not constitute a default pursuant to Clause 15 (*Default and enforcement*) by the Issuer under the Capital Securities or for any other purpose.

15. Default and enforcement

15.1 Proceedings

15.1.1 Without prejudice to the Issuer's right to defer the payment of interest under Clause 10 (*Optional Interest Deferral*), if a default is made by the Issuer for a period of thirty (30) days or more in relation to the payment of any interest, principal or premium in respect of the Capital Securities which is due and payable, then the Issuer shall be deemed to be in default under the Capital Securities and the Agent (acting on instructions of the Holders in accordance with these Terms and Conditions) or (subject to Clause 22.2) any Holder may institute proceedings for an Issuer Winding-up provided that such default is still continuing.

15.1.2 In the event of an Issuer Winding-up, a Holder may, provided such Holder does not contravene a previously adopted resolution in accordance with Clause 16.4.2 or 16.4.3 (if any), either independently or through the Agent prove and/or claim in such Issuer Winding-up in respect of the Capital Securities, such claim being for such amount, and being subordinated in such manner, as is provided under Clause 3.2.

15.2 Enforcement

The Agent (acting on the instructions of the Holders in accordance with these Terms and Conditions) may institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Capital Securities but in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

15.3 Extent of Holders' remedy

No remedy against the Issuer, other than as referred to in this Clause 15, shall be available to the Agent and the Holders in relation to the Capital Securities, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Capital Securities.

16. Decisions by Holders

16.1 Request for a decision

16.1.1 A request by the Agent for a decision by the Holders on a matter relating to the Terms and Conditions shall (at the option of the Agent) be dealt with at a Holders' Meeting or by way of a Written Procedure.

16.1.2 Any request from the Issuer or a Holder (or Holders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Holders, be made by them jointly) for a decision by the Holders on a matter relating to the Terms and Conditions shall be directed to the Agent and dealt with at a Holders' 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 Holders' Meeting than by way of a Written Procedure, it shall be dealt with at a Holders' Meeting.

16.1.3 The Agent may refrain from convening a Holders' Meeting or instigating a Written Procedure if:

(a) the suggested decision must be approved by any person in addition to the Holders and such person has informed the Agent that an approval will not be given; or

(b) the suggested decision is not in accordance with applicable regulations.

16.1.4 The Agent shall not be responsible for the content of a notice for a Holders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.

16.1.5 Should the Agent not convene a Holders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.1.3 being applicable, the Issuer or the Holder(s) requesting a decision by the Holders may convene such Holders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer or the Issuing Agent shall upon request provide the convening Holder(s) with the information available in the Debt Register in order to convene and hold the Holders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Holder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.

16.1.6 Should the Issuer want to replace the Agent, it may (i) convene a Holders' Meeting in accordance with Clause 16.2 (*Convening of Holders' Meeting*) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 16.3 (*Instigation of Written Procedure*). After a request from the Holders pursuant to Clause 19.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Holders' Meeting in accordance with Clause 16.2. The Issuer shall inform the Agent before a notice for a Holders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

16.1.7 Should the Issuer or any Holder(s) convene a Holders' Meeting or instigate a Written Procedure pursuant to Clause 16.1.5 or 16.1.6, then the Agent shall no later than five (5) Business Days' (or such shorter period as the Agent may agree) prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Holder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

16.2 Convening of Holders' Meeting

16.2.1 The Agent shall convene a Holders' Meeting by way of notice to the Holders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Holder(s) (or such later date as may be necessary for technical or administrative reasons).

16.2.2 The notice pursuant to Clause 16.2.1 shall include:

(a) time for the meeting;

(b) place for the meeting;

(c) a specification of the Record Date on which a person must be registered as a Holder in order to be entitled to exercise voting rights;

(d) a form of power of attorney;

(e) the agenda for the meeting;

(f) any applicable conditions precedent and conditions subsequent;

(g) the reasons for, and contents of, each proposal;

(h) if the proposal concerns an amendment to the Terms and Conditions, the details of such proposed amendment;

(i) if a notification by the Holders is required in order to attend the Holders' Meeting, information regarding such requirement; and

(j) information on where additional information (if any) will be published.

16.2.3 The Holders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.

16.2.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Holders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Holders to vote without attending the meeting in person.

16.3 Instigation of Written Procedure

16.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Holders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Holder(s) (or such later date as may be necessary for technical or administrative reasons).

16.3.2 A communication pursuant to Clause 16.3.1 shall include:

(a) a specification of the Record Date on which a person must be registered as a Holder in order to be entitled to exercise voting rights;

(b) 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;

(c) the stipulated time period within which the Holder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 16.3.1);

(d) any applicable conditions precedent and conditions subsequent;

(e) the reasons for, and contents of, each proposal;

(f) if a proposal concerns an amendment to the Terms and Conditions, the details of such proposed amendment;

(g) if the voting is to be made electronically, the instructions for such voting; and

(h) information on where additional information (if any) will be published.

16.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 16.3.1, when consents from Holders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 16.4.2 and 16.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.4.2 or 16.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

16.3.4 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).

16.4 Majority, quorum and other provisions

16.4.1 Only a Holder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 7 (*Right to act on behalf of a Holder*) from a Holder:

(a) on the Business Day specified in the notice pursuant to Clause 16.2.2, in respect of a Holders' Meeting, or

(b) on the Business Day specified in the communication pursuant to Clause 16.3.2, in respect of a Written Procedure,

may exercise voting rights as a Holder at such Holders' Meeting or in such Written Procedure, provided that the relevant Capital Securities are included in the Adjusted Nominal Amount. Each whole Capital Security entitles its holder to one vote and any fraction of a Capital Security voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

16.4.2 The following matters shall require the consent of Holders representing at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2:

(a) the issue of any Subsequent Capital Securities, if the Total Nominal Amount of the Capital Securities exceeds, or if such issue would cause the Total Nominal Amount of the Capital Securities at any time to exceed, SEK 800,000,000 (for the avoidance of doubt, for which consent shall be required on each occasion such Subsequent Capital Securities are issued);

(b) a change to the terms of any of Clauses 2.1 and 3 (*Status of the Capital Securities*);

(c) a reduction of the premium payable upon the redemption or repurchase of any Capital Security pursuant to Clause 11 *(Redemption and Repurchase of the Capital Securities*);

(d) a change to the Interest Rate (other than as a result of an application of Clause 18 (*Replacement of Base Rate*)) or the Nominal Amount;

(e) a change to the terms dealing with the requirements for Holders' consent set out in this Clause 16.4 (*Majority, quorum and other provisions*);

(f) a change of issuer, a reduction of the tenor of the Capital Securities or any delay of the due date for payment of any principal or interest on the Capital Securities (other than as permitted pursuant to Clause 10 (*Optional Interest Deferral*));

(g) a mandatory exchange of the Capital Securities for other securities; and

(h) early redemption of the Capital Securities, other than as otherwise permitted or required by these Terms and Conditions.

16.4.3 Any matter not covered by Clause 16.4.2, including for the avoidance of doubt the initiation of an Issuer Winding-up, shall require the consent of Holders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of these Terms and Conditions that does not require a higher majority (other than an amendment permitted pursuant to Clause 17.1(a) or (c)) or the appointment of a Holders' Committee.

16.4.4 The Holders may delegate such powers to a Holders' Committee as the Holders may exercise pursuant to Clauses 16.4.2 and 16.4.3. The delegation shall require the same majority and quorum as the subject matter would have required pursuant to Clause 16.4.2 or Clause 16.4.3, as the case may be. Any decisions made by the Holders' Committee pursuant to such delegation shall be approved by more than fifty (50) per cent. of the members of the Holders' Committee.

16.4.5 Quorum at a Holders' Meeting or in respect of a Written Procedure only exists if a Holder (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

(a) if at a Holders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 16.2.4 (or appear through duly authorised representatives); or

(b) if in respect of a Written Procedure, reply to the request.

16.4.6 If a quorum exists for some but not all of the matters to be dealt with at a Holders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

16.4.7 If a quorum does not exist at a Holders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Holders' Meeting (in accordance with Clause 16.2.1) or initiate a second Written Procedure (in accordance with Clause 16.3.1), as the case may be, provided that the person(s) who initiated the procedure for Holders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Holders' Meeting or second Written Procedure pursuant to this Clause 16.4.7, the date of request of the second Holders' Meeting pursuant to Clause 16.2.1 or second Written Procedure pursuant to Clause 16.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 16.4.5 shall not apply to such second Holders' Meeting or Written Procedure.

16.4.8 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 Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as applicable.

16.4.9 A Holder holding more than one Capital Security 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.

16.4.10 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Capital Securities (irrespective of whether such person is a Holder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Holders that vote in respect of the proposal at the relevant Holders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable (such time period to be no less than ten (10) Business Days).

16.4.11 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Capital Securities (irrespective of whether such person is a Holder), nor make an offer to repurchase any Capital Securities, if receipt of such consideration or participation in such tender offer (as applicable) is conditional upon the Holder's consent to a proposal at a Holders' Meeting or in a Written Procedure.

16.4.12 A matter decided at a duly convened and held Holders' Meeting or by way of Written Procedure is binding on all Holders, irrespective of them being present or represented at the Holders' Meeting or responding in the Written Procedure. The Holders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Holders.

16.4.13 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Holders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

16.4.14 If a decision is to be taken by the Holders on a matter relating to the Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Capital Securities owned by Group Companies or (to the knowledge of the Issuer) Affiliates as per the Record Date for voting, irrespective of whether such person is a Holder. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Capital Security is owned by a Group Company or an Affiliate.

16.4.15 Information about decisions taken at a Holders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Holders' Meeting or Written Procedure shall at the request of a Holder be sent to it by the Issuer or the Agent, as applicable.

17. Amendments and waivers

17.1 The Issuer and the Agent (acting on behalf of the Holders) may agree in writing to amend and waive any provision in the Terms and Conditions or any other document relating to the Capital Securities, provided that the Agent is satisfied that such amendment or waiver:

(a) is not detrimental to the interest of the Holders as a group;

(b) is made solely for the purpose of rectifying obvious errors and mistakes;

(c) is required by any applicable regulation, a court ruling or a decision by a relevant authority;

(d) is necessary for the purpose of having the Capital Securities admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Holders;

(e) has been duly approved by the Holders in accordance with Clause 16 (*Decisions by Holders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Holders (if any); or

(f) is made pursuant to Clause 18 (*Replacement of Base Rate*).

17.2 Any amendments to the Terms and Conditions shall be made available in the manner stipulated in Clause 13.3 (*Availability of the Terms and* Conditions). The Issuer shall ensure that any amendments to the Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority. The Issuer shall promptly publish by way of press release any amendment or waiver made pursuant to Clause 17.1(a) or (c), in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

17.3 The consent of the Holders is not necessary to approve the particular form of any amendment to the Terms and Conditions. It is sufficient if such consent approves the substance of the amendment.

17.4 An amendment to the Terms and Conditions shall take effect on the date determined by the Holders' Meeting, in the Written Procedure or by the Agent, as the case may be.

18. Replacement of Base Rate

18.1 General

18.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Holders in accordance with the provisions of this Clause 18 shall at all times be made by such Independent Adviser, the Issuer or the Holders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

18.1.2 If a Base Rate Event has occurred, this Clause 18 shall take precedent over the fallbacks set out in paragraphs (b) to (c) of the definition of STIBOR.

18.2 Definitions

18.2.1 In this Clause 18:

"**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 18.3.4.

"**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 Holder 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 (b) above; or

(f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (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 paragraph (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 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 Capital Securities, 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), 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.

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

18.3.1 Without prejudice to Clause 18.3.2, 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 Clause 18.3.2.

18.3.2 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.

18.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 18.3.2, the Holders shall, if so decided at a Holders' 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 Clause 18.3.2. If the Issuer fails to carry out any other actions set forth in Clauses 18.3 to 18.6 the Agent (acting on the instructions of the Holders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.

18.3.4 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**").

18.3.5 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 calculation methods applicable to such Successor Base Rate.

18.4 Interim measures

18.4.1 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:

(a) 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

(b) 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.

18.4.2 For the avoidance of doubt, Clause 18.4.1 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 18. This will however not limit the application of Clause 18.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 18 have been taken, but without success.

18.5 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 Holders in accordance with Clause 24 (*Notices and press releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Capital Securities are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

18.6 Variation upon replacement of Base Rate

18.6.1 No later than giving the Agent notice pursuant to Clause 18.5, 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 18.3.3) 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 18. 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 Holders.

18.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 18.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Holders, without undue delay effect such amendments to the Terms and Conditions as may be required by the Issuer in order to give effect to this Clause 18.

18.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to any amendments being effected pursuant to this Clause 18. 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 Terms and Conditions.

18.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 18.3 (*Determination of Base Rate, Adjustment Spread and Base Rate Amendments*) shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with the Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

18.8 No default

Failure by the Issuer to comply with any provision of this Clause 18 shall not constitute a default pursuant to Clause 15 (*Default and enforcement*) by the Issuer under the Capital Securities or for any other purpose.

19. The Agent

19.1 Appointment of the Agent

19.1.1 By subscribing for Capital Securities, each initial Holder appoints the Agent to act as its agent in all matters relating to the Capital Securities and the Terms and Conditions, 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 Capital Securities held by such Holder, including the winding-up, dissolution, liquidation, company reorganisation or bankruptcy (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Capital Securities, each subsequent Holder confirms such appointment and authorisation for the Agent to act on its behalf.

19.1.2 The Agent is not acting as an advisor (whether legal, financial or otherwise) to the Holders.

19.1.3 Each Holder 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 Terms and Conditions. The Agent is under no obligation to represent a Holder which does not comply with such request.

19.1.4 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 Terms and Conditions.

19.1.5 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Terms and Conditions and the Agency Agreement, and the Agent's obligations as Agent under the Terms and Conditions are conditioned upon the due payment of such fees and indemnifications.

19.1.6 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.

19.2 Duties of the Agent

19.2.1 The Agent shall represent the Holders in accordance with the Terms and Conditions. The Agent shall provide reasonable assistance to a Holders' Committee and participate in its meetings.

19.2.2 When acting pursuant to the Terms and Conditions, the Agent is always acting with binding effect on behalf of the Holders. The Agent is never acting as an advisor to the Holders or the Issuer. Any advice or opinion from the Agent does not bind the Holders or the Issuer.

19.2.3 When acting pursuant to the Terms and Conditions, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.

19.2.4 The Agent shall treat all Holders equally and, when acting pursuant to the Terms and Conditions, act with regard only to the interests of the Holders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Terms and Conditions.

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

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

(a) for the purpose of investigating or considering a matter relating to the Issuer or the Terms and Conditions which the Agent reasonably believes may be detrimental to the interests of the Holders under the Terms and Conditions;

(b) in connection with any Holders' Meeting or Written Procedure; or

(c) in connection with any amendment (whether contemplated by the Terms and Conditions or not) or waiver under the Terms and Conditions (including for the purpose of deciding whether the conditions set out in Clause 17.1 are fulfilled).

19.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreements and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Terms and Conditions.

19.2.8 Other than as specifically set out in the Terms and Conditions, the Agent shall not be obliged to monitor (i) the performance, default or any breach by the Issuer or any other party of its obligations under the Terms and Conditions, or (ii) whether any other event specified in the Terms and Conditions has occurred or is expected to occur, and 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.

19.2.9 The Agent shall ensure that it receives evidence satisfactory to it that Terms and Conditions which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.9. Other than as set out above, the Agent shall not be liable to the Issuer or the Holders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.

19.2.10 Notwithstanding any other provision of the Terms and Conditions 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 regulation.

19.2.11 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Holders, or taking any action at its own initiative, will not be covered by the Issuer, 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.

19.2.12 The Agent shall give a notice to the Holders:

(a) before it ceases to perform its obligations under the Terms and Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Terms and Conditions or the Agency Agreement; or

(b) if it refrains from acting for any reason described in Clause 19.2.11.

19.3 Limited liability for the Agent

19.3.1 The Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with these Terms and Conditions, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.

19.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Holders to delay the action in order to first obtain instructions from the Holders.

19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Terms and Conditions to be paid by the Agent to the Holders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

19.3.4 The Agent shall have no liability to the Issuer or the Holders for damage caused by the Agent acting in accordance with instructions of the Holders given in accordance with the Terms and Conditions.

19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Terms and Conditions shall not be subject to set-off against the obligations of the Issuer to the Holders under the Terms and Conditions.

19.4 Replacement of the Agent

19.4.1 Subject to Clause 19.4.6, the Agent may resign by giving notice to the Issuer and the Holders, in which case the Holders shall appoint a successor Agent at a Holders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

19.4.2 Subject to Clause 19.4.6, 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.

19.4.3 A Holder (or Holders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Holders, be given by them jointly), require that a Holders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Holders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Holders that the Agent be dismissed, and a new Agent appointed.

19.4.4 If the Holders have not appointed a successor Agent within ninety (90) days after:

(a) the earlier of the date on which the notice of resignation was given or the date on which the resignation otherwise took place; or

(b) the Agent was dismissed through a decision by the Holders,

the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of market loans.

19.4.5 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 Terms and Conditions.

19.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:

(a) 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; and

(b) the period pursuant to Clause 19.4.4 having lapsed.

19.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Terms and Conditions but shall remain entitled to the benefit of the Terms and Conditions and remain liable under the Terms and Conditions in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Holders shall have the same rights and obligations amongst themselves under the Terms and Conditions as they would have had if such successor had been the original Agent.

19.4.8 In the event that there is a change of the Agent in accordance with this Clause 19.4, 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 obligations of the Agent and releasing the retiring Agent from its further obligations under the Terms and Conditions and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

20. The Issuing Agent

20.1.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Capital Securities. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.

20.1.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and complies with such agreements and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Capital Securities.

20.1.3 The Issuing Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with the Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

21. The CSD

21.1 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 Capital Securities.

21.2 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 Holder or the admission to trading of the Capital Securities on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to Regulation (EU) No. 909/2014 and be authorised as a central securities depository in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.

22. No Direct Actions by Holders

22.1 A Holder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Terms and Conditions, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy (in any jurisdiction) in relation to any of the obligations and liabilities of the Issuer or any Group Company under the Terms and Conditions. Such steps may only be taken by the Agent.

22.2 Clause 22.1 shall not apply if the Agent has been instructed by the Holders in accordance with the Terms and Conditions 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 Holder to provide documents in accordance with Clause 19.1.3), 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 Terms and Conditions or the Agency Agreement or by any reason described in Clause 19.2.8, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.12 before a Holder may take any action referred to in Clause 22.1.

23. Time-Bar

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

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

24. Notices and press releases

24.1 Notices

24.1.1 Any notice or other communication to be made under or in connection with the Terms and Conditions:

(a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;

(b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and

(c) if to the Holders, shall be given at their addresses registered with the CSD on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Holders. A Notice to the Holders shall also be published on the websites of the Issuer and the Agent.

24.1.2 Any notice or other communication made by one person to another under or in connection with the Terms and Conditions 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, in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1.1 or, in case of email, when received in readable form by the email recipient.

24.1.3 Any notice which shall be provided to the Holders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:

(a) a cover letter, which shall include:

(i) all information needed in order for Holders to exercise their rights under the Terms and Conditions;

(ii) details of where Holders can retrieve additional information;

(iii) contact details to the Agent; and

(iv) an instruction to contact the Agent should any Holder wish to receive the additional information by regular mail; and

(b) copies of any document needed in order for Holders to exercise their rights under the Terms and Conditions.

24.1.4 Any notice or other communication pursuant to the Terms and Conditions shall be in English.

24.1.5 Failure to send a notice or other communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

24.2 Press releases

24.2.1 Any notice that the Issuer or the Agent shall send to the Holders pursuant to Clause 11.6 shall also be published by way of press release by the Issuer. Failure by the Issuer to publish any such press release shall not constitute a default pursuant to Clause 15 (*Default and enforcement*) by the Issuer under the Capital Securities or for any other purpose.

24.2.2 In addition to Clause 24.1.1, if any information relating to the Capital Securities or the Issuer contained in a notice the Agent may send to the Holders 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 Holders 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 Holders, the Agent shall be entitled to issue such press release.

25. Force Majeure

25.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

25.2 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.

25.3 The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Central Securities Depositories and Financial Instruments Accounts Act which provisions shall take precedence.

26. Governing Law and Jurisdiction

26.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the substantive laws of Sweden.

26.2 The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (Sw. *Stockholms tingsrätt*).

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