

This prospectus was approved by the Swedish Financial Supervisory Authority on 7 January 2026. The validity of this prospectus will expire within twelve (12) months after the date of its approval. The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this prospectus is no longer valid.

MAGNOLIA

Magnolia Bostad AB (publ)

PROSPECTUS REGARDING THE ADMISSION TO TRADING OF

SEK 825,000,000

Senior Unsecured Callable Floating Rate Bonds

2025/2028

ISIN: SE0023848072

7 January 2026

IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by Magnolia Bostad AB (publ), Swedish reg. no. 556797-7078 (“**Magnolia Bostad**”, the “**Company**” or the “**Issuer**” or together with its direct and indirect subsidiaries, unless otherwise indicated by the context, the “**Group**”), in relation to the application for admission for trading of the Issuer’s SEK 825,000,000 senior unsecured callable floating rate bonds 2025/2028 with ISIN SE0023848072 (the “**Bonds**”), issued on 11 February 2025 (the “**Issue Date**”), in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**” and the “**Bond Issue**”, respectively), on the corporate bond list of Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). Concepts and terms defined in Section “*Terms and Conditions for the Bonds*” are used with the same meaning throughout the entire Prospectus unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus.

This Prospectus has been prepared by the Company and approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) pursuant to Chapter II and Article 20 in the 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**”). Furthermore, Annexes 7 and 15 of the Commission Delegated Regulation (EU) 2019/980 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, form the basis for the content of this Prospectus. Approval and registration in accordance with the Prospectus Regulation does not constitute any guarantee from the SFSA that the information in this Prospectus is accurate or complete.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of admitting the Bonds to trading on Nasdaq Stockholm. This Prospectus may not be distributed in the US, Australia, Hong Kong, Japan, Canada, Switzerland, Singapore, South Africa or New Zealand or in any other jurisdiction where such distribution or disposal requires additional prospectus, registration or additional measures or is contrary to the rules and regulations in such country. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions. The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Rule 902 of Regulation S under the Securities Act)

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Issuer’s auditors. Certain financial information in this Prospectus may have 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. This Prospectus shall be read together with all documents that are incorporated by reference and possible supplements to this Prospectus. In this Prospectus, any references to “**SEK**” refer to Swedish Kronor.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Issuer’s management or are assumptions based on information available to the Group. The words “considers”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Issuer believes that the forecasts or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group’s operations. Such factors of a significant nature are mentioned in Section “*Risk factors*” below.

The Bonds may not be a suitable investment for all investors and each potential investor in the Bonds 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 Bonds, the merits and risks of investing in the Bonds 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 Bonds and the impact other Bonds 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 Bonds; (iv) understand thoroughly the Terms and Conditions; and (v) be able to evaluate (either alone or with the 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.

This Prospectus has been prepared in English only and is governed by Swedish law. Disputes concerning, or related to, the contents of this Prospectus shall be subject to the exclusive jurisdiction of the courts of Sweden. The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance. The Prospectus is available at the SFSA’s website (www.fi.se) and the Issuer’s website (www.magnoliabostad.se).

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RISK FACTORS

In this section, a number of risk factors are illustrated, both risks pertaining to the Issuer and the Group's market risks, business risks, legal and regulatory risks, financial risks and risks relating to the Bonds. The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Bonds in order to make an informed investment decision. Each of the risk factors set forth below describe risks, which, in the meaning of Regulation (EU) 2017/1129, are material and specific to the Issuer and the Bonds.

The relative degree of materiality of each risk factor is illustrated by an assessment of the Issuer of the probability of its occurrence and the expected magnitude of its negative impact if it would occur, for the purpose of which the probability is stated to be "low", "medium" or "high" and the magnitude of negative impact is stated to be "adverse", "materially adverse" or "highly materially adverse". Irrespective of the probability or magnitude of negative impact stated in relation to each risk factor, all risk factors included below have been assessed by the Issuer to be material and specific to the Issuer and the Bonds in the meaning of Regulation (EU) 2017/1129.

The risk factors are organised in several categories and the most material risk factor in a category is presented first in each category. Subsequent risk factors in the same category are not purported to be ranked in order of materiality or probability of occurrence.

Risks specific and material to the Issuer and the Group

Risks related to the Group's business activities and industry

Failure to analyse and adopt to market demand or trends may have a material adverse effect on the Group's business

The Group develops new housing, primarily rental apartments and community service properties in attractive places in Sweden's growth locations and large cities. As of 30 September 2025, the Group's building rights portfolio contained 9,038 estimated building rights. The Group's business is consequently highly dependent on the demand for the relevant type of real property in the relevant market segments. The market demand depends on, among other things, the activity in the property market, fluctuations in housing prices in general and demographic factors, such as numbers of people moving into the markets in which the Issuer operates and access to and cost of alternative forms of accommodation. Hence, market demand for housing depends on a large number of factors, which may be hard to analyse or quickly adapt to. Also, due to the nature of the Group's business, the Group may have to incur large costs long before its investments generate any profit through for example rental income. If the Group fails to analyse market demand or trends, for example by developing residential units in a price range for which there is no demand, it could have a material adverse effect on the Group's business.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

The Group is dependent on satisfactory collaboration with its joint venture partners and other partners

Part of the Group's property development projects are carried out in joint ventures and with other partners, among others, with NIAM, KF Fastigheter, Heimstaden Bostad and Samhällsbyggnadsbolaget i Norden (SBB). When initiating a development project carried out in a joint venture partnership, the Group aims to target financially strong partners in order to form and enter the partnership on financially advantageous terms. Hence, the Group is dependent on finding suitable partners in order to initiate and enter a joint venture partnership. There is a risk that existing joint ventures or partnerships no longer progress in a positive direction, which could lead to disputes and the dissolution of the relevant joint venture or partnership as well as their assets being sold off on

unfavourable terms. Consequently, if the Group is unable to initiate new joint ventures or partnerships or to develop existing partnerships, it may affect its ability to successfully implement projects in progress, planned projects and new projects, which could have a material adverse effect on the Group's business, results and financial condition.

Furthermore, there is a risk that joint ventures may lead to reduced flexibility in managing the Group's business, for example, as regards investments in or sales of relevant properties or adopting such measures, as the Group considers most advantageous. There is also a risk that joint venture agreements prohibit the Group from exiting the joint venture at an acceptable price or on advantageous terms, or that the partners in the joint ventures are subject to changes in control that may affect their ability to continue the joint venture partnership. If any of the risks described above materialises, it could have a material adverse effect mainly on the Group's earnings and financial condition.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Risks associated with the Group's business model and projects

The Group's business largely consists of property development projects for sale. As of 30 September 2025, the Group's project portfolio consisted of 9,038 estimated building rights, of which 4,915 have been accessed and 3,467 have upcoming access. The remaining building rights relate to Magnolia Bostad's share of building rights owned within JV companies. Further, the Group had a total of 2,289 residencies in production. The ability to complete such projects with a positive return on investment is therefore a prerequisite for the Group's future success.

The Group is also highly dependent on acquiring properties with adequate building rights for the project in question. A factor affecting the ability to implement property development projects profitably in financial terms is whether all parties to the agreement fulfil their commitments to the Group. For example, if a contractor in a rental project is unable to meet its commitments, due to bankruptcy or breach of contract on the part of the contractor, and the project cannot therefore be completed by a certain agreed date, there is a risk that the purchaser of the property may request annulment of the acquisition under the share purchase agreement entered into between the Group and the purchaser. In case of annulment, the Group must refund the purchase price and the property transferred must revert to the Group and in such a situation the purchaser is also entitled to receive compensation. If the purchaser instead requests that the project shall be completed, there is a risk that the Group may need to carry out a procurement relating to a new contract on terms that are less favourable to the Group. If a purchaser of a property is similarly unable to meet its commitments, the Group is still bound by the construction agreement entered into with the contractor for the relevant project, which could result in the Group incurring higher costs to enter into a new share purchase agreement with a new purchaser for the project.

The Group normally has a right to terminate the construction contracts entered into with an external contractor up until a certain number of binding preliminary agreements have been entered into regarding the transfer of tenant-owned apartments. Nevertheless, there is a risk that the Group may incur higher costs if, once that number of preliminary agreements has been entered into and the Group is bound by the construction contract, most of the purchasers who have entered into preliminary agreements on the transfer of a share in the tenant-owners association subsequently fail to fulfil their obligations under those agreements. In such circumstances, the purchasers are generally required to compensate the Group for any damage caused to the Group in that respect. However, there is a risk that the Group is not able to obtain full compensation for any damage caused. There is also a risk that major construction and development projects become delayed or more expensive than originally anticipated.

If one or more of the above risks were to materialise, it could have an adverse effect on the Group's business, results and financial condition.

The Issuer considers that the probability of any of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Technical risks

Real estate investments involve technical risks. Technical risks exist in the case of both new production and conversion to housing, community service properties and student housing. These include the risk of construction faults, the risk that it may not be possible to convert the building for housing or residential property purposes in a satisfactory manner in terms of building or construction technology, other hidden faults or defects, damage and contaminants. If such technical problems arise, they may lead to delays in planned property development projects or higher costs for new construction or conversion to housing, community service properties and student housing. If any technical problems would occur, such occurrence may result in significantly increased costs for the properties (which may not be possible to transfer to the Group's customers through increased sales prices or rental levels), which may negatively affect the Group's costs and business.

The Issuer considers that the probability of any of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risks relating to rent revenues, increases or reductions in rental levels and termination of rentals

The Group has properties that contain premises rented to the Group's tenants. Consequently, rental income is a source of income for the Group. The Group's rental income is affected by, among other things, vacancies of the Group's properties, contracted rental rates, tenants paying on time and the general level of inflation (which if the rental contracts are not automatically adjusted for inflation reduces real income). Rental rates and vacancies are affected by, among other things, the supply and demand on the market and the level of the market rental rates, which in turn are largely affected by the general state of the economy both regionally and nationally.

If the occupancy ratio or rental levels for these properties fall, for whatever reason, it will have an adverse effect on the Group's results. There is no guarantee that the Group's larger tenants will renew or extend their leases when they expire, which could lead to a reduction in rental income and higher vacancy rates in the long term.

In advance of housing development, the Group may also need to terminate existing lease agreements for premises to remove the tenants, whereupon the tenants will be entitled to receive damages under certain conditions. Those claims for damages may amount to significant sums and if the tenants' claims are entitled to damages due to the terminations, the Group's results and financial condition may be adversely affected.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Acquisition, sales and other transaction-related risks

Property transactions are carried out within the framework of the Group's activities. All such transactions are associated with uncertainty and risks. In the case of acquisitions of properties, uncertainty exists, for example, with regard to the management of tenants, unforeseen costs for environmental restoration and remediation, unforeseen land conditions, reconstruction and management of technical problems, decisions by authorities and the emergence of disputes relating to the acquisition or state of the property. Such uncertainties may lead to delays in projects or higher or unexpected costs for the properties or transactions. In some acquisition agreements, the Group has paid a deposit that flows to the seller in the event the agreement becomes invalid due to certain terms and conditions that are outside of the Group's control, primarily attributable to local planning work, such as the local planning not being approved and not entering into force within a certain period of time. Furthermore, the Group is highly dependent on entering into purchase agreements regarding land acquisitions. Successful land acquisitions are crucial for the Group's business and consequently, the Group has to establish and maintain fruitful relationships with municipalities and other landowners.

In the case of sales of properties, either as rental properties, community service properties or as individual tenant-owned apartments, there is uncertainty with regard to such aspects as the price and the ability to find a market for all rental properties, community service properties or tenant-owned apartments. For example, under the share purchase agreement entered into between the Group and the purchaser of a rental property, the purchaser may be entitled to compensation equivalent to the difference between a predetermined rent level and the lower average

price for which the purchaser can actually rent out the property. If delays occur in the completion of the property or the housing, for example due to technical problems, the purchaser may be entitled to request cancellation of the acquisition. Thus, different claims may be directed at the Group, for example regarding fees for delays when building rental apartment properties and community service properties and with regard to the condition of the properties.

In the majority of the share purchase agreements relating to sales of the projects, the Group warrants that the purchaser must be compensated in full for any claims for damages brought by contractors, consultants and other third parties (such as tenants) and for any increased costs that arise in connection with the project and the construction contract. In some share purchase agreements, the Group has also provided an undertaking (subject to certain conditions) to pay for damages to the purchaser if the projects are delayed. Equivalent undertakings are usually contained in the construction contracts. However, the contractor is often entitled to an extension of the agreed construction period and to postpone the agreed completion date if delays are caused by certain factors beyond the contractor's control, whilst the Group is still obliged to pay for damages to the purchaser under most of the share purchase agreements.

If the Group's protection against delays or claims due to agreements with contractors and other parties proves to be insufficient, there is a risk that the Group will not receive payment for such claims from purchasers of properties or housing.

If any of the risks described above were to materialise, it could have a material adverse effect on the Group's business. The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risks related to employees

As of 30 September 2025, the Group had 33 employees. The Group is dependent on the knowledge, skills and experience of its key personnel and it is important for the Group to keep and, where required, recruit additional key personnel. Furthermore, as the Group continues to grow, there is a risk that an improper workload can lead to ill health and stress-related illnesses for the Group's employees. This may lead to the Group being understaffed, which may affect the financial performance of the Group. This might also result in a worsened reputation for the Group as an employer, which could make it more difficult for the Group to recruit key employees.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risks related to the Group's financial situation

Macroeconomic factors

The Group's business is to a considerable extent affected by macroeconomic factors such as the general economic climate, regional economic development, access to properties, fluctuations in employment, production rate for new housing, other residential properties and premises, changes in infrastructure, population growth, population structure, inflation and interest rates.

For example, the war in Ukraine, events in Gaza and the trade conflict and tensions between the United States and China have, or in recent years have had, a direct and material impact on the global economy and an impact on the Group due to the effect on supply chains worldwide through shut downs and freight logistics, which have negatively impacted the supply of certain of the products which form part of the Group's offering and increased freight costs in a way that has harmed the Group's profits. The agreements entered into by the Group prior to the negative impacts of the supply chain did not regulate the risk of increased material costs in the same manner as agreements entered into after such increase of the material costs. Hence, the Group's material costs have increased due to the change in the geopolitical environment.

Further, the sanctions imposed on Russia as well as Russian banks, companies and individuals and Russia's countersanctions or other retaliatory measures and the heightened tensions between Russia and the rest of Europe

and the United States have had, and could continue to have, a material adverse effect on the global economy, and thereby have an impact on the Group and its business and operational results despite the fact that the Group does not have, and has not had, any business or operations in Russia.

Increased energy and material costs as well as higher interest rates and previously widespread inflation have led to reduced availability of capital in the market and increased credit costs. Further, higher interest rates can negatively affect the Group's growth in several ways, mainly through a negative effect on the Group's ability to obtain financing on attractive terms in order to maintain and develop the Group's projects. Changes in interest rates also affect the market value of the Group's projects, which in turn can result in decreasing operating profits. In a long-term perspective, higher interest rates may have a significant impact on the Group's financial results and cash flow.

There is a risk that the market does not recover from the above-mentioned events as quick as expected, or at all. Such risk would mean that the Group's increased credit costs would not decrease within a foreseeable future, which would significantly impact the Group's financial results and cash flow.

The Issuer considers that the probability of the above risks occurring is *high*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Liquidity risk

In case the Group is not able to meet its liquidity needs, there is a risk that the Group cannot meet its payment obligations (including the payment obligations under the Bonds) on the due date without a considerable increase in the cost of obtaining funds for payment. As of 30 September 2025, cash and cash equivalents amounted to SEK 257 million. For the period 1 January to 30 September 2025, the Group's cash flow from operating activities amounted to minus SEK 74 million, which means that the Group is dependent on cash flow from its investing and financing activities in order to ensure that there are sufficient levels of liquidity in the Group. Further, due to certain low- or non-profitable projects as well as for reasons set out in the other risk factors, *e.g.*, "*Macroeconomic factors*" and "*Interest rate fluctuations*", the Group's liquidity requirements have in recent years been higher than previously. However, the operating loss has decreased from SEK 647 million during the period January – September 2024 to SEK 190 million for the same period 2025. The Group has historically been in need of capital injections in order to meet future payment obligations, which was one of the underlying reasons for the issue of the Bonds. If the Issuer's sources of liquidity prove to be insufficient, due to, for example, inability to raise financing at acceptable terms or at all, it could have a material adverse effect on the Group's ongoing and planned projects and consequently on the Group's business.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Interest rate fluctuations

The Group's business, in particular with regard to the acquisition of properties, is financed largely by loans from external lenders and interest is a significant expense item for the Group. Most of the Group's indebtedness is attributable to the Group's outstanding bond loans, project-related debt and secured real estate loans. As of 30 September 2025, the total interest-bearing debt amounted to SEK 1,802 million (and to SEK 1,545 million after deduction of cash and cash equivalents). The average level of interest charged on the Group's debt was 9.4 as of 30 September 2025, compared with 9.9 per cent. as of 30 September 2024 and 10.4 per cent. as of 30 September 2023. The applicable interest rates may change and there is a risk that future interest expenses may be higher than the profits generated by the Group's operations. Calculated as of 31 December 2024, an increase in 3-months STIBOR by one (1) percentage point would increase the Group's interest rate expense for the financial year by approximately SEK 19 million. At the same time, interest rates are an important factor for tenants' ability to pay rent and for the ability of the purchasers of the Group's projects to obtain financing on favourable terms. There is a risk that higher interest rates would result in a material adverse effect on the Group's financial costs and results.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Credit risk

The Group is dependent on receiving payment for the housing, community service properties or student housing that the Group has entered into agreements to sell. There is a risk that the Group's customers may be unable to meet their financial commitments with the Group. Furthermore, the Group is exposed to credit risks in relation to other counterparties, such as tenant-owners associations and joint venture companies. There is a risk that such counterparties may end up in a financial situation in which they are unable to pay agreed fees or other debts to the Group when they fall due. For example, as of 30 September 2025, the Group's claims on customers (*i.e.*, purchasers of projects, mainly cooperation partners consisting of property companies and major Swedish institutions) amounted to SEK 250 million. If the Group's counterparties are unable to meet their financial commitments with the Group, it could have a material adverse effect on the Group's business and financial condition.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Financing risk

Much of the Group's business consists of property development projects. Property development requires financing primarily during the initial development phase, where financing is required for land acquisition and processing work to develop a zoning plan for the finished product. The financing requirement varies from project to project and depends on when the development process takes place and the type of acquisition to be made. In projects developed for sale, the debt financing is usually repaid in connection with handover of the property. Upon handover, the Group receives payments from the buyer for investments made up until the time of handover. The buyer usually also pays part of the project's profit at the same time. After the handover, the financing responsibility for the project passes to the buyer and upon completion of the project, the Group receives the bulk of the proceeds from the profit.

There is a risk that the Group does not receive debt financing needed to initiate a project or if the property development is delayed or affected by unforeseen or higher costs due to factors within or beyond the Group's control. If such circumstances occur, it could mean that projects will not be initiated at all, or that projects may not be completed before loans fall due, or that increased costs cannot be covered by available credit facilities.

If the Group is unable to obtain financing for acquisitions or development, any extension or increase of existing financing or refinancing of financing previously obtained, or is only able to obtain such financing on unfavourable terms, for example due to delayed projects, unforeseen or increased costs due to factors within or beyond the Group's control, or a low equity ratio, this could have a material adverse effect on the Group's business and financial condition.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risk of change in property value

The valuations of properties are based on, among other things, a number of assumptions. There is, therefore, a risk that the valuations have been based on assumptions that are entirely or partly inaccurate, which may result in an incorrect reflection of the value of the Group's property portfolio and thus the Group's financial position.

The value of the Group's properties is affected by a number of property-specific factors, such as vacancy rates, rent levels, operating costs, unforeseen project related costs and project costs, as well as market-specific factors, such as yield requirements, costs of capital and other factors affecting the value of the property assets. In addition, the value of the Group's properties is affected by the ability to divest the properties. Deterioration in property-specific and market-specific factors may lead to a decrease in the value of the Group's properties. If the value of the properties decreases, the Group may have to write down their value, with a corresponding negative impact

on operating results. Large reductions in property value may also lead to breaches in the Group's financial undertakings. Breaches of such covenants may result in the acceleration of the Group's debt or reduce its ability to obtain financing and to invest in new properties and property development projects, as part of the Group's ongoing operations.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risks relating to operating and maintenance costs

The ownership of rental properties is associated with certain operating expenses. Operating expenses consist mainly of tariff-bound costs such as costs for electricity, refuse collection, water and heating. If any cost increases are not compensated for by adjustments in lease agreements or rental increases through renegotiation of lease agreements, this could have an adverse effect on the Group's financial condition and results.

Maintenance costs include costs that are necessary in order to maintain the standard of properties in the long term or maintaining and/or modernising properties. Unforeseen and extensive need for renovation as well as higher prices for such renovations could lead to significantly higher maintenance expenses, which could have an adverse effect on the Group's business, results and financial condition.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Dependence on subsidiaries

The Issuer is a holding company and holds no significant assets other than ownership of subsidiaries and receivables in subsidiaries. Accordingly, the Issuer is dependent upon receipt of sufficient income related to the operation of and ownership in its 219 subsidiaries and associated companies and joint ventures to enable it to make payments under the Bonds. The Issuer's subsidiaries are legally separate and distinct from the Issuer and have no obligation to pay amounts due with respect to the Issuer's obligations and commitments, including the Bonds, or to make funds available for such payments. The ability of the Issuer's subsidiaries to make such payments to the Issuer is subject to, among other things, the availability of funds.

The subsidiaries' ability to make various kinds of payments to the Issuer, such as group contributions, dividends and other financial flows, may be jeopardized by changes in the subsidiaries' activities or regulatory restrictions. Such payments could also be limited due to various commitments such as facility agreements entered into by a subsidiary or tax restrictions that make financial transfers more difficult or more expensive. Lack of opportunities for the subsidiaries to transfer funds to the Issuer could have a material adverse effect on the Group's earnings and financial condition.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Legal and regulatory risks

Legal disputes

The Issuer has been and will in the future become involved in disputes and claims. Disputes may arise due to claims from the Group's different stakeholders such as tenants, financiers, suppliers, etc. Disputes may also arise in conjunction with the Group's acquisition or divestments of properties, or due to the properties' environmental conditions.

Disputes can be time-consuming and may entail costs, the size of which cannot always be foreseen. In aggregate, disputes could have a material adverse effect on the Group's reputation and financial results.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Dependence on laws, permits and decisions

The Group's business is regulated and affected not only by a large number of laws and regulations, but also by a range of processes and decisions relating to these regulations, both at the political level and at the level of administrative officials. Among other things, the Swedish Planning and Construction Act (Sw. *plan- och bygglag (2010:900)*), building standards, safety regulations, rules on permissible construction materials, antiquarian building classifications and various forms of cultural listings have a tremendous effect on the Issuer's operations and costs and its ability to develop the properties in a desirable manner. Changes of laws and regulations may in the future mean that the Group is unable to use or convert the Group's properties in the intended manner or that it can only be done more expensively or with delays. For example, as of 30 September 2025 the Group had 57 building rights (approximately 0.6 per cent. of total building rights) in early stages of the zoning plan phase.

There is a risk that the Group in the future may not be granted zoning plans, permits for new construction, renovation or change of use of properties acquired or that it may not obtain the decisions by authorities required to run and develop the business in a desirable manner. Furthermore, decisions may be appealed and therefore substantially delayed and standard decision-making procedures and the political will and direction may change in the future in a way that is detrimental to the Group. In addition, changes in permits and plans may mean that property development projects are delayed, become more expensive or cannot be implemented at all. Furthermore, changes in current laws, regulations and rules could result in unexpected costs and restrict the progress of the Group's business.

If any of the risks described above were to materialise, it could have a material adverse effect on the Group's projects and consequently the Group's results. The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Tax and accounting risks

The Group's operations may be affected by changes in existing accounting standards that apply to the Group's operations, including, for example, IFRS and other international accounting standards. For example, the changed assessment in accounting practices regarding control of tenant-owners' associations has led to a change in the timing for revenue recognition from the time of the binding agreement with the tenant-owners' associations to the time of the tenant-owners taking possession of the apartments, being in connection with the completion of the project. For the Group, this change corresponds to a delay in profit recognition of between two and three years. A corresponding change for rental property projects would lead to a time lag of between two to five years depending on the size of the project. Such changes may give rise to uncertainty regarding the Group's accounting, financial reporting and internal control, which may affect the Group's reported profit, balance sheet and equity.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Environmental risk

Under certain conditions, the Group may be required to clean up land and carry out subsequent treatment of pollution or suspected pollution in land, water areas or groundwater in order to render the property in the state required under the Swedish Environmental Code (Sw. *miljöbalk (1998:808)*), which may be a costly undertaking. Furthermore, the Group has issued environmental guarantees in connection with property sales and may also need to issue environmental guarantees in the future. This means that the Group may be liable to pay damages for environmental restoration and remediation even when the Group is not required to do so in accordance with applicable environmental legislation. Finally, changes to environmental laws, rules and requirements could mean that the Group may incur higher costs for clean-up or subsequent treatment of properties acquired now or in the future. Furthermore, such changes could lead to higher costs or delays and may mean that the Group is unable to develop properties in a manner that is desirable for the Group. All such requirements could have a material adverse effect on the Group's costs.

Furthermore, unforeseen geological discoveries or unforeseen discoveries of endangered animal species in or adjacent to the place where a property development project is to be implemented could mean that the project is delayed, becomes more expensive or cannot be implemented at all, which could have a material adverse effect on the Group's reputation and costs. Additionally, climate change can make it more difficult to build in certain places and communities needing to be developed in different ways. There is a risk that this leads to increased costs for financing or insuring new projects, as well as increased cost of, or difficulty to procure, necessary resources.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *adverse*.

Risk factors specific and material to the Bonds

Risks related to the nature of the Bonds

Ability to service debt

The Issuer's ability to service its debt under the Bonds depends on, among other things, the Group's future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond the Group's control. If the Group's operating income is not sufficient to service its current or future indebtedness, the Group will be forced to take actions such as reducing or delaying its business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing its debt or seeking additional equity capital. Furthermore, as set out under the risk factor "*Dependence on subsidiaries*" above, the Issuer is dependent on funds from its subsidiaries in order to make payments under the Bonds but since the Issuer's subsidiaries are legally separate and distinct from the Issuer they have no obligation and/or may be legally prohibited to make funds available to the Issuer. Consequently, the Bonds are structurally subordinated in relation to the liabilities of the Issuer's subsidiaries.

The risk that the Group cannot service its debt obligations under the Bonds also implies a credit risk for investors in the Bonds. An increased credit risk will cause the market to charge the Bonds a higher risk premium, which will affect the Bonds' secondary market value negatively. Another aspect of credit risk is that a deteriorating financial position of the Group will reduce the Group's possibility to receive debt financing at the time of the maturity of the Bonds, impairing the Issuer's ability to repay the Bonds at maturity, as set out below under the risk factor "*Refinancing risk*".

The Issuer considers that the probability of the risk that the Group will not be able to service its debt on satisfactory terms, or at all, is *low*. If the risk would occur, the Issuer considers the potential negative impact to be *highly materially adverse*.

Refinancing risk

The Group's ability to refinance the Bonds at maturity depends on a number of factors, such as market conditions, the availability of cash flows from operations, intra-group loan arrangements and access to additional debt financing. In addition, restrictions in relation to the Group's debt financing arrangements as well as adverse developments in the credit markets and other future adverse developments, such as the further deterioration of the overall financial markets or a worsening of general economic conditions, could have a material adverse effect on the Group's ability to borrow funds as well as the cost and other terms of funding. There can be no assurance that such funds will be available at a commercially reasonable cost, or at all and consequently, there can be no assurance that the Group will be able to refinance the Bonds when they mature.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Interest rate risks and benchmarks

The Bonds' value depends on several factors, one of the more significant over time being the level of market interest. The Bonds bear a floating rate interest of STIBOR plus a certain margin and the interest rate is therefore adjusted for changes in the level of the general interest rate. Hence, there is a risk that increased general interest rate levels significantly affect the market value of the Bonds.

The determining interest rate benchmarks, such as STIBOR has been subject to regulatory changes such as the Benchmarks Regulation (Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds) (the "BMR"). The implementation of the BMR will lead to certain previously used benchmarks, including STIBOR, potentially being discontinued. In accordance with the terms and conditions for the Bonds, STIBOR may be replaced following certain events, e.g. if STIBOR ceases to be administrated. Increased or altered regulatory requirements and risks associated with a replacement of STIBOR involve inherent risks, as the effects cannot be fully assessed at this point in time which could result in an adverse effect on an investment in the Bonds.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *materially adverse*.

Risks related to the admission of the Bonds to trading on a regulated market

Risks related to admission to trading and liquidity risk

If the Bonds, for any reason, cease to be admitted to trading, investors holding Bonds on an investment savings account (Sw. *ISK* or *IS-konto*) will no longer be able to hold the Bonds on such account, thus affecting such investor's tax situation.

Even if the Bonds, are admitted to trading on the relevant market, there is not always active trading in the securities. Hence, there is an intermediate risk that the market for trading in the Bonds will be illiquid, even if the Bonds are listed. This may result in bondholders being unable to sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Bonds. Furthermore, the nominal value of the Bonds may not be reflective of the market price of the Bonds.

It should also be noted that during a given time period it may be difficult or impossible to sell the Bonds (at all or at reasonable terms) due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

The Issuer considers the probability of the risk occurring to be *low*. If the risk were to occur, the Issuer considers the potential negative impact to be *adverse*.

Risks related to the Bondholders' rights

Financing

Subject to the provisions set out in the Terms and Conditions, the Issuer may seek further financing in which case security, as part of such new loans, may be provided. In addition, the Issuer may retain, provide or renew security over certain of its current or future assets to secure, among other things, bank loans, either via the Issuer itself or any other Group Company, with security interests normally constituting a preferential claim on the borrower. No present or future shareholder or subsidiary of the Issuer guarantees the Issuer's obligations under the Bonds.

Furthermore, the Terms and Conditions allow the Group to incur certain additional debt. If the Issuer's subsidiaries incur debt, the right to payment under the Bonds will be structurally subordinated to the right of payment relating to debt incurred by subsidiaries of the Issuer, which could have a negative impact on the Bondholders' recovery under the Bonds.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact as *materially adverse*.

Structural subordination and insolvency of subsidiaries and joint ventures

In the event of insolvency, liquidation or a similar event relating to one of the Issuer's subsidiaries or joint ventures, all creditors of such company would be entitled to payment in full out of the assets of such company before the Issuer, as a shareholder, would be entitled to any payments. Thus, the Bonds are structurally subordinated to the liabilities of such subsidiaries and joint ventures. Defaults by, or the insolvency of, certain subsidiaries or other associates of the Issuer may result in the obligation of the Issuer to make payments under financial or performance guarantees in respect of such companies' obligations or the occurrence of cross defaults on certain borrowings of the Group and its joint ventures. There is a risk that the Issuer and its assets would not be protected from any actions by the creditors of a subsidiary or a joint venture, whether under bankruptcy law, by contract or otherwise.

The Issuer considers the probability of the risk occurring to be *low*. If the risk were to occur, the Issuer considers the potential negative impact to be *materially adverse*.

Risks relating to actions against the Issuer and Bondholders' representation

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

Furthermore, the agent's right to represent bondholders in formal court proceedings in Sweden (such as bankruptcies, company reorganisations or upon in-court enforcement of security) has recently been questioned and there has been a case where a court has held that such right does not exist, meaning that the bondholders, through the agent, were unable to take actions in court against the issuer. Although the relevant case law on this subject is, as of now, non-precedential, if such judgments should continue to be upheld by the justice system and/or if the regulators should not intervene and include the agent's right to represent bondholders in relevant legislation, it may become more difficult for Bondholders to protect their rights under the terms of the Bonds in formal court proceedings.

The Issuer considers the probability of the risk occurring to be *low*. If the risk were to occur, the Issuer considers the potential negative impact to be *adverse*.

THE BONDS IN BRIEF

This section contains a general and broad description of the Bonds. It does not claim to be comprehensive or cover all details of the Bonds. Potential investors should therefore carefully consider this Prospectus as a whole, including the documents incorporated by reference, and the full Terms and Conditions for the Bonds included under Section “*Terms and Conditions for the Bonds*”, before a decision is made to invest in the Bonds.

General

Issuer	Magnolia Bostad AB (publ), Swedish reg. no. 556797-7078.
Resolutions, authorisations and approvals	The Issuer’s board of directors resolved to issue the Bonds on 9 January 2025.
The Bonds offered	SEK 825,000,000 in an aggregate principal amount of senior unsecured callable floating rate bonds due 11 February 2028.
Nature of the Bonds	The Bonds constitute debt instruments (Sw. <i>skuldförbindelser</i>), each of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act (Sw. <i>lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument</i>).
Number of Bonds	As of the date of this Prospectus, 660 Bonds have been issued.
ISIN	SE0023848072.
Issue Date	11 February 2025.
Price	All Bonds issued on the Issue Date have been issued at an issue price of 100.00 per cent. of the Nominal Amount.
Interest Rate	Interest on the Bonds is paid at a rate equal to the sum of (i) the Base Rate, <i>i.e.</i> STIBOR or any reference rate replacing STIBOR in accordance with Clause 18 (<i>Base Rate Replacement</i>), plus (ii) 8.75 per cent. <i>per annum</i> as adjusted by any application of Clause 18 (<i>Base Rate Replacement</i>). Interest will accrue from, but excluding, the Issue Date.
Use of benchmark	Interest payable for the Bonds issued under the Terms and Conditions is calculated by reference to STIBOR. As of the date of this Prospectus, the administrator (being Swedish Financial Benchmark Facility) does not appear in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the regulation (EU) 2016/1011 (the Benchmark Regulation).
Interest Payment Dates	Quarterly in arrears on 11 February, 11 May, 11 August and 11 November each year (with the first Interest Payment Date being on 11 May 2025 and the last Interest Payment Date being the Final Redemption Date, 11 February 2028). Interest will accrue from, but excluding, the Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).
Final Redemption Date	11 February 2028.
Nominal Amount	The initial nominal amount of each Bond is SEK 1,250,000 and the minimum permissible investment upon issuance of the Bonds was SEK 1,250,000.

Denomination	The Bonds are denominated in SEK.
Status of the Bonds	The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among them and at least <i>pari passu</i> with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except for obligations mandatorily preferred by regulation applying to companies generally.
Use of Proceeds	<p>An amount equivalent to the Net Proceeds of the Bond Issue shall be applied towards refinancing of Existing Debt, meaning:</p> <ul style="list-style-type: none"> (i) a principal amount of SEK 275,964,480 under the Issuer's maximum SEK 550,000,000 senior unsecured floating rate bonds 2020/2025 with ISIN SE0014956454; (ii) a principal amount of SEK 725,000,000 under the Issuer's maximum SEK 1,000,000,000 senior unsecured floating rate bonds 2021/2025 with ISIN SE0015659636; and (iii) a principal amount of SEK 300,000,000 under the Issuer's maximum SEK 1,500,000,000 senior unsecured floating rate bonds 2022/2026 with ISIN SE0017565203, in each case plus any accrued but unpaid interest and applicable call premiums, including settlement of the Tender Offer.

Call Option

Call Option	The Issuer may redeem all of the Bonds in full on any Business Day falling on or after the First Call Date (being the date falling 18 months after the Issue Date) but before the Final Redemption Date at the applicable Call Option Amount together with accrued but unpaid Interest, in accordance with Clause 11.3 (<i>Early voluntary total redemption (call option)</i>) of the Terms and Conditions.
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Put Option

Put Option	Upon the occurrence of a Change of Control, a De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the relevant event, in accordance with Clause 11.4 (<i>Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)</i>) of the Terms and Conditions.
Change of Control	A Change of Control means the occurrence of an event or series of events whereby the Main Shareholder, being means funds managed by Areim AB (Swedish reg. no. 556719-4203) or any of its Affiliates, ceases to control the Issuer, where “ control ” means (i) controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer, or (ii) 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.
De-listing	A De-listing means a situation where, unless the Bonds have been admitted to trading on a Regulated Market, the Bonds, once the Bonds are admitted to trading on Nasdaq Transfer Market, are no longer admitted to trading or listed thereon
Listing Failure	A Listing Failure means a situation where, unless the Bonds have been admitted to trading on a Regulated Market, the Bonds have not been admitted to trading on Nasdaq Transfer Market within sixty (60) calendar days after the Issue Date (although the Issuer has the intention to complete such listing within thirty (30) calendar days).

Undertakings

Certain undertakings	<p>The Terms and Conditions contain a number of undertakings that restrict the ability of the Issuer and other Group Companies, including, among others:</p> <ul style="list-style-type: none">• restrictions on making distributions;• undertaking to have the Bonds admitted to trading within twelve (12) months after the Issue Date;• restrictions in relation to incurring Financial Indebtedness and providing security or guarantees;• restrictions in relation issuance of Market Loans;• undertaking to at all times meet the Maintenance Test;• restrictions on disposals of assets;• restrictions on mergers and demergers;• restrictions on making any substantial changes to the general nature of the business carried out by the Group;• undertaking to keep the Properties in a good state of repair and maintenance;• undertaking to maintaining adequate insurances; and• restrictions on dealings with related parties. <p>Each of these covenants is subject to significant exceptions and qualifications.</p> <p>See the Terms and Conditions of the Bonds for more information.</p>
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Miscellaneous

Transfer restrictions	<p>The Bonds are freely transferable. The Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds under local laws to which such Bondholder may be subject (due to, <i>e.g.</i>, its nationality, its residency, its registered address or its place(s) of business). The Bonds have not been, and will not be, registered under the Securities Act.</p>
Credit rating	<p>No credit rating has been assigned to the Bonds.</p>
Admission to trading	<p>Application for admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm will be filed in connection with the SFSA's approval of this Prospectus. The earliest date for admitting the Bonds to trading on Nasdaq Stockholm is on or about 9 January 2026. The total expenses of the admission to trading of the Bonds are estimated to amount to approximately SEK 150,000.</p>
Representation of the Bondholders	<p>Nordic Trustee & Agency AB (publ), Swedish reg. no. 556882-1879, is acting as Agent for the Bondholders in relation to the Bonds and any other matter within its authority or duty in accordance with the Terms and Conditions.</p> <p>By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf, on the terms, including rights and obligations of the Agent, set out in the Terms and Conditions. The Terms and Conditions are available at the Agent's office address, Norrlandsgatan 16, SE-111 43 Stockholm, Sweden, during normal business hours as well as at the Agent's website, www.nordictrustee.com.</p>

Governing law	The Bonds are governed by Swedish law.
Time-bar	The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time barred and become void 3 years from the relevant due date for payment.
Clearing and settlement	The Bonds are connected to the account-based system of Euroclear Sweden AB, Swedish reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden. This means that the Bonds are registered on behalf of the Bondholders on a securities account (Sw. <i>VP-konto</i>). No physical Bonds have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear Sweden AB's book-entry system.
Risk factors	Investing in the Bonds involves substantial risks and prospective investors should refer to Section " <i>Risk Factors</i> " for a discussion of certain factors that they should carefully consider before deciding to invest in the Bonds.

DESCRIPTION OF THE ISSUER AND THE GROUP

Overview of the Issuer

Legal and commercial name.	Magnolia Bostad AB (publ)
Corporate reg. no.	556797-7078
LEI-code	549300YB8Z5G7M5V7K81
Date and place of registration	18 December 2009, Sweden, with the Swedish Companies Registration Office (Sw. <i>Bolagsverket</i>)
Date of incorporation	14 December 2009
Legal form	Swedish public limited liability company
Jurisdiction and laws	The Issuer is registered with the Swedish Companies Registration Office and operates under the laws of Sweden including, but not limited to, the Swedish Companies Act (Sw. <i>aktiebolagslagen (2005:551)</i>) and the Swedish Annual Accounts Act (Sw. <i>årsredovisningslagen (1995:1554)</i>)
Registered office	Stockholm
Head office and visiting address	Döbelnsgatan 24, SE-113 52 Stockholm, Sweden
Phone number	+46 (0)8- 470 50 80
Website	www.magnoliabostad.se (the information provided at the Issuer's website does not form part of this Prospectus unless explicitly incorporated by reference into the Prospectus)

History and development

Year	Event
2009	<ul style="list-style-type: none">• Andreas Rutili (original CEO) and Fredrik Holmström (chairman) founded Magnolia Bostad.
2011	<ul style="list-style-type: none">• Söderblick in Nyköping with 24 apartments is Magnolia Bostad's first project outside Stockholm and is the largest project to date in Magnolia Bostad's history. Starts are made on other housing projects.
2013	<ul style="list-style-type: none">• Magnolia Bostad's strategy was decided with rental accommodation as its main focus. The first project is Traversen 18 in Sollentuna consisting of 230 apartments.• Building work started on Nya Parken Allé, one of Norrköping's largest ever rental accommodation projects.
2015	<ul style="list-style-type: none">• Magnolia Bostad grows impressively and starts the production process on over 1,550 residential units during the year, in places including Karlstad, Helsingborg and Uppsala.• Andreas Rutili, Fredrik Holmström and CEO Fredrik Lidjan ring the bell when the shares are listed on Nasdaq First North.

- 2016**
 - The building rights portfolio more than doubles during the year to around 11,200 building rights through acquisitions in Sollentuna, Lund and Upplands Väsby, among others.
- 2017**
 - Mangolia Bostad increases its focus on residential care.
 - Vårby Udde and Häggvik's gårdar are two of Magnolia Bostad's major urban development projects.
- 2018**
 - Magnolia Bostad's shares are listed on Nasdaq Stockholm's main list.
 - Magnolia Bostad finalises its first two hotel deals, in Halmstad and Lund.
 - Magnolia Bostad starts the first three projects for self-management, totalling 625 residential units.
- 2019**
 - Opening of Magnolia Bostad's new lobby in Stockholm.
 - Occupancy in several projects, including Uppsala, Vallentuna and Helsingborg. The building rights portfolio now amounts to 18,037 residential units and 9,284 units are in production. During 2019, the production process started on 2 678 residential units.
- 2020**
 - Magnolia Bostad completed 2,287 homes during the first half of the year, started the production of 2,098 residential units, sold 3,246 residential units and acquired 2,558 building rights.
 - The number of employees grows to over 100.
 - Comes in 14th place on Allbright's gender diversity list of listed companies.
 - In October, Magnolia Bostad issued its first green bond, a senior unsecured green bond loan of SEK 550 million.
 - Johan Tengelin appointed CEO of Magnolia Bostad in December 2020.
- 2021**
 - In March, Magnolia Bostad issued its second green bond, a senior unsecured green bond loan of SEK 500 million.
 - Fredrik Westin appointed deputy CEO of Magnolia Bostad in September 2020, while at the same time remaining in his role as CFO.
 - In September, Magnolia Bostad's shares were de-listed from Nasdaq Stockholm's main list.
 - As at October 2021, Magnolia Bostad had only green bonds outstanding.
- 2022**
 - All hybrid loans were converted into unconditional shareholder contributions and a new unconditional shareholder contribution of SEK 400 million was received from HAM Nordic AB.
- 2023**
 - On 30 June 2023, Areim signed an agreement to purchase all shares in Magnolia Bostad AB's owner company HAM Nordic AB. Thus, Areim gained sole control of the company, with the focus on creating the best possible conditions for long-term sustainable growth.
 - At the end of this year, Magnolia Bostad had approximately 9,300 homes under construction.
 - Since its formation, Magnolia Bostad has as of this year completed over 8,600 homes.
- 2024**
 - Implemented a new strategic focus on sales.
 - Magnolia Bostad published a new business objective, to create stable, long-term and continuous value growth through the development of attractive and sustainable living environments, as well as a new financial objective, that the equity ratio shall be at least 25%.

- 2025**
- Magnolia Bostad issued the Bonds, amounting to SEK 825,000,000 and redeemed its outstanding bonds 2020/2025, 2021/2025 and 2022/2026.
 - A new unconditional shareholder contribution of SEK 300 million was received from HAM Nordic AB.
 - Announced that Johan Tengelin will leave his role as CEO of Magnolia Bostad.
 - Magnolia Bostad extended its revolving credit facility with Norion Bank until the end of 2027.
 - Mats Brandt appointed CEO of Magnolia Bostad as of 1 December 2025.

Business and operations

General

Magnolia Bostad develops new sustainable residential properties, including rental apartments and tenant owned apartments, community service properties and hotels, in attractive locations in Sweden's growth areas and major cities. Magnolia Bostad's business development department constantly monitors the market for business opportunities from either private or municipal players. Once attractive land has been identified, the Issuer carries out feasibility studies in the form of market analyses and profitability estimates. After completing an acquisition, Magnolia Bostad works with the zoning plan and collaborates with turnkey contractors for turnkey contracts for the projects that are all planned to be according to Swedish Green Building Council's silver level certification, the Nordic Swan Ecolabel or an equivalent early in the project-planning phase. The purchasers are normally financially strong institutional investors or property companies. Projects are developed for sale and are usually sold through forward funding at an early stage. Completed projects contribute with long-term value growth and an ongoing cash flow. Magnolia Bostad manages all projects up to occupancy, a period that normally lasts over two to three years.

Building rights portfolio

As of 30 September 2025, the Group's project portfolio consisted of in total 9,038 estimated building rights. During the third quarter of 2025, the Group divested approximately 300 building rights. During the twelve month period ended on 30 September 2025, 1,224 residential units were sold and 2,579 were completed compared to 734 residential units and 2,353 completed during the twelve month period ended on 30 September 2024.

Projects in production

As of 30 September 2025, the Group had 2,289 residential units in production. Of the residential units in production, 1,870 units (including projects in joint ventures) have been sold and 211 units remain unsold, with the remaining 208 units relating to unsold projects within existing joint venture companies. Magnolia Bostad manages the development of all residential units, including those being developed in joint venture companies.

Projects for sale

During the twelve month period ended on 30 September 2025, Magnolia Bostad started production of approximately 450 residential units. The production process starts when the zoning plan has come into force, a turnkey contract has been signed, and a binding sales agreement has been signed. Larger projects usually start production in multiple stages of 200-300 residential units per stage. A majority of projects are sold off at an early stage through forward funding to major Swedish institutions or property companies. Our customers are therefore financially strong and less cyclically sensitive than many other buyers. Through forward funding, Magnolia Bostad's financing needs are reduced and, with that, the risk to our operations as well. The projects are financed by the buyer during the production period.

Strategy and targets

To achieve our targets within the framework of our business concept, the following strategic direction has been established:

- We achieve our goals through the development of entire communities, residential units and community service properties.
- We develop residential units for sale and start production of our projects as soon as demand has been secured.
- We work for long-term sustainable social development and choose locations with long-term good demographics conditions.

Sustainability work

Magnolia Bostad develops sustainable housing using energy-efficient technology and sound material choices. Magnolia Bostad is active in development of circular construction and reuse and strives to comply with several sustainable initiatives. The development work includes planning for resource-efficient solutions with low climate impact from a life-cycle perspective. In 2024, all completed residential properties were environmentally certified or had an environmental certification in progress.

Magnolia Bostad's key sustainability aspects are integrated in the overall business strategy and in the business plan. The COO is responsible for Magnolia Bostad's sustainability work. Strategy and policy documents are reviewed by the board of directors or by the CEO once every year. Magnolia Bostad has codes of conduct and an environmental policy for employees, suppliers and various partners, as well as a whistleblowing function, and a conflict of interest management policy. Magnolia Bostad also has an ethics council, a crisis committee and a safeguarding committee.

Given Magnolia Bostad's role in society, Magnolia Bostad has chosen to focus on ten of the UN's Sustainable Development Goals: good health and well-being (goal 3), gender equality (goal 5), affordable and clean energy (goal 7), decent work and economic growth (goal 8), reduced inequalities (goal 10), sustainable cities and communities (goal 11), responsible consumption and production (goal 12), climate action (goal 13), life on land (goal 15) and peace, justice and strong institutions (goal 16). Magnolia Bostad has also considered the most relevant sub-goals based on materiality that are linked to each goal.

In 2024, Magnolia Bostad for the fourth time reported in its annual report its carbon footprint in accordance with the Green House Gas Protocol, scope 1-3. The measurement will be monitored by Magnolia Bostad on an annual basis. The Green House Gas Protocol is the most widely accepted international accounting standard for calculating greenhouse gas emissions. Its widespread use makes it easier for organizations that follow the protocol to compare their emissions with others. The Green House Gas Protocol divides emissions into different scopes. Scope 1 includes direct emissions from activities from sources controlled by the company. Scope 2 consists of indirect emissions from purchased electricity, heating and cooling that take place at the producer level. Scope 3 comprises the emissions from activity that is not covered by scope 1 or scope 2.

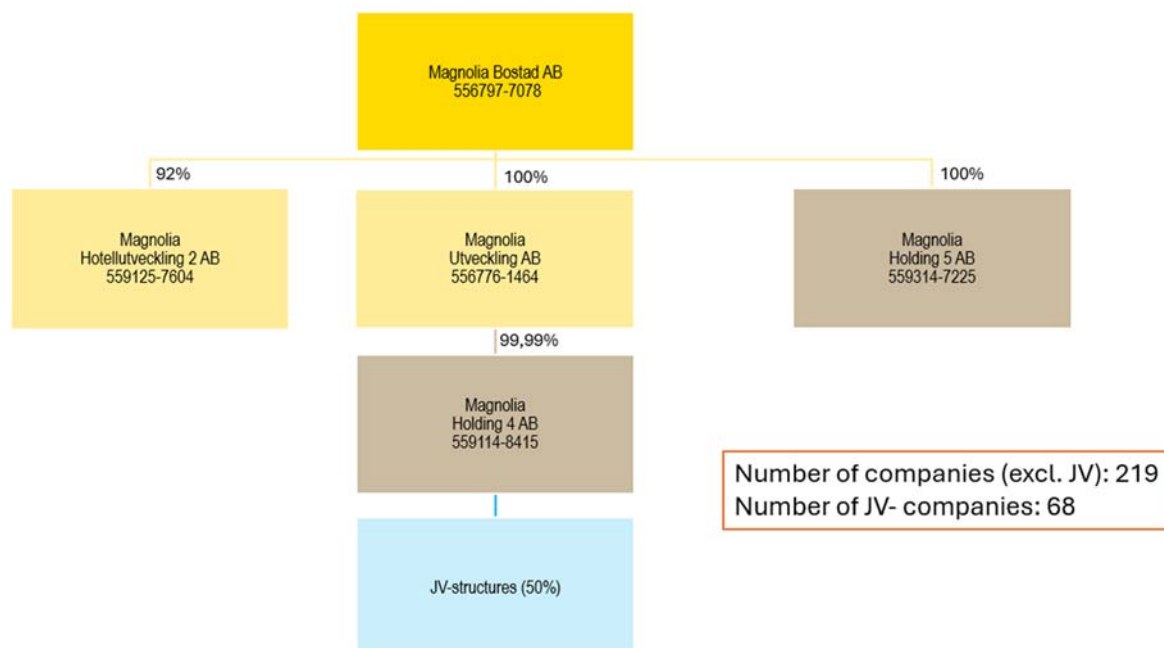
Material agreements

The revolving credit facility relating to a SEK 700,000,000 revolving facility, that was extended on 9 July 2025, with maturity in November 2027, entered into between the Issuer as borrower and Norion Bank as lender (the "**Revolving Credit Facility**"). The Revolving Credit Facility may solely be used for acquisition of real property and is secured through real properties. As of 30 September 2025, SEK 500,500,000 were utilised under the Revolving Credit Facility.

Other than the Revolving Credit Facility, neither the Issuer nor any other Group Company has entered into any material agreements that are not entered into in the ordinary course of its business, which could result in any Group Company being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to the Bondholders under the Terms and Conditions.

Overview of the Group

The Issuer is the ultimate parent company of the Group. The Group conducts business operations throughout Sweden and has offices in Stockholm and Gothenburg. As of the date of this Prospectus, the Group consisted of 219 subsidiaries and in addition several associated companies and joint ventures. A simplified group structure is presented below.



The Group's operations are conducted through, and the majority of revenues of the Issuer emanates from, the Issuer's operational subsidiaries, associated companies and joint ventures. The Issuer is thus dependent on its subsidiaries, associated companies and joint ventures in order to generate profit and cash flow and to meet its obligations under the Terms and Conditions.

Recent events particular to the Issuer

The Issuer announced on 7 May 2025, in a press release, that the Issuer's CEO at the time, Johan Tengelin, has together with the board of directors of the Issuer agreed that this was an appropriate time for Johan Tengelin to leave his position as CEO of Magnolia Bostad.

The Issuer announced on 18 November 2025, in a press release, that the board of directors of Magnolia Bostad has appointed Mats Brandt as new CEO of Magnolia Bostad. Mats formally took up the position as CEO on 1 December 2025. He succeeds Johan Tengelin, who has been CEO since December 2020. Johan will remain with Magnolia Bostad until the end of 2025 to ensure a well-ordered transition.

In connection with the issuance of the Bonds, the Issuer redeemed its outstanding bond loans with ISIN SE0014956454, ISIN SE0015659636 and SE0017565203 on 20 February 2025, as announced in a press release dated 11 February 2025. In connection with the redemption of the bond loans and the issuance of the Bonds, Magnolia Bostad received an unconditional shareholder contribution of SEK 300 million from its owner HAM Nordic AB.

Except for the issuance of the Bonds and the above mentioned events, there have been no recent events particular to the Issuer, which are to a material extent relevant to the evaluation of the Issuer's solvency.

Material adverse changes, significant changes and trend information

There has been no material adverse change in the prospects of the Issuer since the date of publication of its last audited financial report.

There have been no significant changes in the financial performance of the Group since the end of the last financial period for which financial information has been published to the date of this Prospectus and there have been no significant changes in the financial position of the Group which has occurred since the end of the last financial period for which the Group has published interim financial information.

There has been no trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

Governmental, legal or arbitration proceedings

The Group has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the previous twelve (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.

Credit rating

No credit rating has been assigned to the Issuer or the Bonds.

OWNERSHIP STRUCTURE

Ownership structure

As at the date of this Prospectus, the Issuer's share capital amounted to SEK 151,289,132 divided among 37,822,283 shares. HAM Nordic AB holds all shares in the Issuer.

HAM Nordic AB, the Issuer's direct shareholder, is controlled by several funds or entities advised by Areim AB. The ultimate beneficial owners of the Issuer are, via indirect holdings, Leif Andersson, holding 100% control over the Issuer, and Therese Rattik, holding 100% control over the Issuer.

The shareholders' influence is exercised through active participation in the decisions made at the general meetings of the Issuer. To ensure that the control over the Issuer is not abused, the Issuer complies with the relevant laws in Sweden including among others the Swedish Companies Act (Sw. *aktiebolagslagen* (2005:551)).

Shareholders' agreements

As far as the Issuer is aware, there are no shareholders' agreements or other agreements which could result in a change of control of the Issuer.

THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND AUDITORS

General

The division of duties between the board of directors and the CEO follows Swedish law and is set out in the rules of procedure for the board of directors and instructions for the CEO. The CEO is responsible for the Issuer's ongoing management and operations, reports to the board of directors and are required to manage the operations in accordance with the board of directors' guidelines and instructions as well as provide the board with decision-aiding materials. The board of directors and the executive management may be contacted through the Issuer at its head office at Döbelnsgatan 24, SE-113 52 Stockholm, Sweden.

Board of directors

The section below presents the members of the board of directors, their position, including the year of their initial election, their significant assignments outside the Issuer, which are relevant for the Issuer, and their shareholdings in the Issuer.

Overview

Name	Position
Erika Olsén	Chairman
Therese Rattik	Board member
Johan Bengtsson	Board member
Martin Belenius	Board member
Anders Lif	Board member

1) Independent in relation to the Issuer and its executive management

Members of the board of directors

Erika Olsén

Erika Olsén has been a member of the board of directors since 2021 and the chairman of the board of directors since 2023.

Other relevant current assignments: Partner at Areim AB. Chairman of the board of HAM Nordic AB. Board member of Genova Property Group AB and Diös Fastigheter AB.

Therese Rattik

Therese Rattik has been a member of the board of directors since 2021.

Other relevant current assignments: Partner at Areim AB. Board member of Swedish Green Building Council and HAM Nordic AB.

Johan Bengtsson

Johan Bengtsson has been a member of the board of directors since 2021.

Other relevant current assignments: Fund manager at Areim AB. Board member of HAM Nordic AB.

Martin Belenius

Martin Belenius has been a member of the board of directors since 2025.

Other relevant current assignments: Investment Manager at Areim AB.

Anders Lif

Anders Lif has been a member of the board of directors since 2025.

Other relevant current assignments: Residential Developments at Areim AB.

Executive management

The section below presents the members of the executive management, including the year each person became a member of the executive management and their shareholdings in the Issuer.

Overview

Name	Position
Mats Brandt	CEO
Svenjo Behrens	Acting CFO
Hanna Jessing	COO
Henrik Meeths	CIO
Magnus Ericsson	Head of Business Development
Niklas Ohldin	Head of Project Development

Members of the executive management

Mats Brandt

Mats Brandt has been CEO since December 2025.

Svenjo Behrens

Svenjo Behrens has been acting CFO since 2025.

Hanna Jessing

Hanna Jessing has been part of the management since 2018.

Henrik Meeths

Henrik Meeths has been part of the management since 2022.

Magnus Ericsson

Magnus Ericsson has been Head of Business Development since 2025.

Niklas Ohldin

Niklas Ohldin has been Head of Project Development since 2025.

Conflicts of interests within administrative, management and control bodies

None of the members of the board of directors or the executive management of the Issuer has a private interest that may be in conflict with the interests of the Issuer except as described below. However, certain members of the board of directors of the Issuer may have financial interests in the Issuer as a consequence of their indirect holdings in the Issuer and/or its indirect shareholders. Further, the members of the board of directors as at the date hereof are employed by Areim AB or entities advised by Areim AB. Further, the members of the board of directors and executive management may serve as directors or officers of other companies or have significant shareholdings in other companies which may result in a conflict of interest. In the event that such conflict of interest arises at a board meeting, a board member which has such conflict will abstain from voting for or against the approval of such participation, or the terms of such participation.

Notwithstanding the above, it cannot be excluded that other conflicts of interest may arise in the future between companies, in which members of the board of directors or the executive management of the Issuer have duties, and the Issuer.

Auditor

The Issuer's auditor is Ernst & Young AB, with Katrine Söderberg as the auditor in charge. Katrine Söderberg is a member of FAR (the professional institute for authorised public accountants in Sweden). Katrine Söderberg was the auditor in charge of the audited annual report for the financial year ended 31 December 2024. Fredric Hävrén was the former auditor in charge. Fredric Hävrén was, at the time of his appointment, a member of FAR (the professional institute for authorised public accountants in Sweden). Fredric Hävrén was the auditor in charge of the audited annual report for the financial year ended 31 December 2023. Ernst & Young AB was elected as the Issuer's auditor since the annual general meeting 2014. The business address of Ernst & Young AB is P.O. Box 7850, SE-103 99 Stockholm, Sweden. The auditor in charge was changed due to rotation rules, as stated in the Issuer's annual report for the financial year ended 2024.

SUPPLEMENTARY INFORMATION

Information about the Prospectus

This Prospectus has been approved by Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “SFSA”) as competent authority under Regulation (EU) 2017/1129. The SFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. 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 securities that are the subject of this Prospectus.

Investors should make their own assessment as to the suitability of investing in the Bonds.

Authorisations and responsibility

The Issuer has obtained all necessary resolutions, authorisations and approvals required in conjunction with the issuance of the Bonds and the performance of its obligations relating thereto. The issuance of the Bonds on 11 February 2025 was resolved upon by the board of directors of the Issuer on 9 January 2025.

The board of directors of the Issuer is responsible for the information contained in the Prospectus. The board of directors of the Issuer declares that, to the best of its knowledge, the information contained in the 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 responsible for the information given in the Prospectus only under the conditions and to the extent set forth in Swedish law.

Information from third parties

Any information in this Prospectus which has been sourced from a third party has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Interest of natural and legal persons involved in the bond issue

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

Documents available for inspection

Copies of the following documents are available at the Issuer’s head office in paper format during the validity period of this Prospectus and also available in electronic format at the Issuer’s website, www.magnoliabostad.se.

- The Issuer’s articles of association.
- The Issuer’s certificate of registration.
- The Group’s consolidated audited annual report for the financial year ended 31 December 2023, including the applicable audit report.
- The Group’s consolidated audited annual report for the financial year ended 31 December 2024, including the applicable audit report.
- The Group’s consolidated interim report for the financial period 1 January – 30 September 2025.

FINANCIAL INFORMATION

Historical financial information

The Group's consolidated audited annual reports for the financial years ended 31 December 2023 and 31 December 2024 and the Group's consolidated and unaudited interim financial report for the period 1 January to 30 September 2025 have been incorporated in this Prospectus by reference. The information incorporated by reference is to be read as part of this Prospectus. Information in the documents below, which has not been incorporated by reference, is not a part of this Prospectus and is either deemed by the Issuer to be irrelevant for investors in the Bonds or is covered elsewhere in the Prospectus.

All financial information in this Prospectus relating to the financial period 1 January – 31 December 2024 or as of 31 December 2024 derives from the Groups consolidated audited annual reports for the financial year ended 31 December 2024. All financial information in this Prospectus relating to the financial period 1 January to 30 September 2025 or as of 30 September 2025 derives from the Group's consolidated and unaudited interim report for the financial period 1 January – 30 September 2025 or constitutes the Group's internal financial information. The Group's internal financial information have not been audited or reviewed by the Issuer's auditor.

Accounting standards

The financial information for the financial years ended 31 December 2023 and 31 December 2024 have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) and interpretations issued by the IFRS Interpretations Committee (IFRIC), as adopted by the European Union. In addition, the financial information for the financial years ending 2023 and 2024 have been prepared in accordance with the Swedish Annual Accounts Act (Sw. *årsredovisningslagen* (1995:1554)) and the Swedish Financial Reporting Board's recommendation RFR 1, Supplementary Accounting Rules for Groups. The financial information for the financial period 1 January – 30 September 2025 has been prepared in accordance with International Financial Reporting Standards (IFRS) and was prepared in accordance with IAS 34 Interim Financial Reporting and the Swedish Annual Accounts Act (Sw. *årsredovisningslagen* (1995:1554)).

Auditing of the historical financial information

The Group's consolidated audited annual report for the financial years ended 31 December 2023 has been audited by Ernst & Young AB, with Fredric Hävrén as the auditor in charge. The Group's consolidated audited annual report for the financial years ended 31 December 2024 has been audited by Ernst & Young AB, with Katrine Söderberg as the auditor in charge. The interim report for the financial period 1 January – 30 September 2025 has not been reviewed by the Issuer's auditor. Unless otherwise explicitly stated, no other information contained in this Prospectus has been audited or reviewed by the Issuer's auditor.

Incorporation by reference

The following information in the Group's consolidated audited annual reports for the financial years 2023 and 2024 and the Group's consolidated and unaudited interim report for the financial period 1 January – 30 September 2025 is incorporated in this Prospectus by reference and is available at the Issuer's website, www.magnoliabostad.se. For particular financial figures, please refer to the pages set out below.

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TERMS AND CONDITIONS FOR THE BONDS

TERMS AND CONDITIONS MAGNOLIA

Magnolia Bostad AB (publ)
Maximum SEK 825,000,000
Senior Unsecured Callable Floating Rate Bonds
2025/2028

ISIN: SE0023848072

Issue Date: 11 February 2025

SELLING RESTRICTIONS

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

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons except for “Qualified Institutional Buyers” (QIB) within the meaning of Rule 144A under the U.S. Securities Act.

PRIVACY STATEMENT

Each of the Issuer, the Agent and the Issuing Agent may collect and process personal data relating to the Bondholders, the Bondholders’ representatives or agents, and other persons nominated to act on behalf of the Bondholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Bonds). The personal data relating to the Bondholders is primarily collected from the registry kept by the CSD. The personal data relating to other Persons is primarily collected directly from such Persons.

The personal data collected will be processed by the Issuer, the Agent and the Issuing Agent for the following purposes (i) to exercise their respective rights and fulfil their respective obligations under the Finance Documents, (ii) to manage the administration of the Bonds and payments under the Bonds, (iii) to enable the Bondholders to exercise their rights under the Finance Documents and (iv) to comply with its obligations under applicable laws and regulations.

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

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

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

Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer’s, the Agent’s and the Issuing Agent’s addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: www.magnoliabostad.se, www.nordictrustee.com and www.paretosec.se.

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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 Financial Instruments Accounts Act and through which a Bondholder has opened a Securities Account in respect of its Bonds.

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

“**Adjusted Nominal Amount**” means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time less the aggregate Nominal Amount of all Bonds owned by a Group Company, an Affiliate of a Group Company or any other person or entity owning any Bonds that has undertaken towards a Group Company or an Affiliate of a Group Company to vote for such Bonds in accordance with the instructions given by a Group Company or an Affiliate of a Group Company, in each case irrespective of whether such Person is directly registered as owner of such Bonds.

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

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

“**Agent**” means the Bondholders’ agent under these Terms and Conditions from time to time; initially Nordic Trustee & Agency AB (publ), reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden.

“**Base Rate**” means STIBOR or any reference rate replacing STIBOR in accordance with Clause 18 (*Base Rate Replacement*).

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

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

“**Bond Issue**” has the meaning set forth in Clause 3.3.

“**Bondholder**” 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 Bond.

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 16.2 (*Bondholders’ Meeting*).

“**Bridge Financing**” means any loan, Hybrid Instrument, equity injection (including share issues, preference share issues and shareholders’ contributions) or any other capital injection or combination thereof in an aggregate amount required to ensure that the repayment of the Existing Debt is, together with the Net Proceeds, the Equity Injection and any other available funds, fully financed, however in any event subject to a cap of SEK 235,000,000, provided that (i) it is unsecured and (ii) to the extent provided in the form of a debt or hybrid instrument, (A) the Main Shareholder has provided, or will provide at the time of incurrence, the Unconditional Equity Guarantee in respect thereof, and (B) it has a final maturity date or repayment date (as applicable) falling no later than six months after the Issue Date.

“**Business Day**” means a day in Sweden other than a public holiday. For the purpose of this definition, Saturdays, Sundays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*) shall be deemed to be public holidays.

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

“**Call Option Amount**” means:

- (a) 104.375 per cent. of the Nominal Amount if the call option is exercised on or after the First Call Date up to (but excluding) the date falling twenty-four (24) months after the Issue Date;
- (b) 102.625 per cent. of the Nominal Amount if the call option is exercised on or after the date falling twenty-four (24) months after the Issue Date up to (but excluding) the date falling thirty (30) months after the Issue Date;
- (c) unless paragraph (c) below applies, 100.875 per cent. of the Nominal Amount if the call option is exercised on or after the date falling thirty (30) months after the Issue Date up to (but not including) the Final Redemption Date; or
- (d) 100.00 per cent. of the Nominal Amount if the call option is exercised on or after the date falling thirty-three (33) months after the Issue Date up to (and including) the Final Redemption Date, provided that such early redemption is financed in full or in part by way of the Issuer issuing Market Loan(s).

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

“**Change of Control**” means the occurrence of an event or series of events whereby the Main Shareholder ceases to control the Issuer, where “**control**” means (i) controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer, or (ii) 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.

“Compliance Certificate” means a certificate substantially in the form set out in Schedule 2 (*Form of Compliance Certificate*) unless otherwise agreed between the Agent and the Issuer.

“CSD” means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time; initially Euroclear Sweden AB, reg. no. 556112-8074.

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

“De-listing” means a situation where, unless the Bonds have been admitted to trading on a Regulated Market, the Bonds, once the Bonds are admitted to trading on Nasdaq Transfer Market, are no longer admitted to trading or listed thereon.

“Debt Register” means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Bonds in which an owner of Bonds is directly registered or an owner’s holding of Bonds is registered in the name of a nominee.

“Equity Injection” means an unconditional shareholder’s contribution (Sw. *ovillkorat aktieägartillskott*) in cash to the Issuer from its parent company HAM Nordic AB, reg. no. 559279-7376 in an amount of approximately SEK 300,000,000.

“Equity Ratio” means, at any time, Total Equity expressed as a percentage of Total Assets, calculated in accordance with the Accounting Principles as applicable from time to time.

“Event of Default” means an event or circumstance specified as such in Clause 15 (*Termination of the Bonds*).

“Existing Debt” means (i) a principal amount of SEK 275,964,480 under the Issuer’s maximum SEK 550,000,000 senior unsecured floating rate bonds 2020/2025 with ISIN SE0014956454, (ii) a principal amount of SEK 725,000,000 under the Issuer’s maximum SEK 1,000,000,000 senior unsecured floating rate bonds 2021/2025 with ISIN SE0015659636 and (iii) a principal amount of SEK 300,000,000 under the Issuer’s maximum SEK 1,500,000,000 senior unsecured floating rate bonds 2022/2026 with ISIN SE0017565203, in each case plus any accrued but unpaid interest and applicable call premiums.

“Final Redemption Date” means 11 February 2028.

“Finance Documents” means the Terms and Conditions, the Agency Agreement and any other document designated to be a Finance Document by the Issuer and the Agent.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any finance leases, to the extent the arrangement is or would have been treated as a finance lease in accordance with the Accounting Principles as applicable on the Issue Date (a lease which in the accounts of the Group is treated as an asset and corresponding liability);
- (c) receivables sold or discounted (other than on a non-recourse basis);
- (d) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);

- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a) to (f) above.

“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*).

“Financial Statements” means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly interim unaudited consolidated financial statements of the Group or the quarterly interim unaudited unconsolidated financial statements of the Issuer, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 12.1 (*Financial Statements*).

“First Call Date” means the date falling eighteen (18) months after the Issue Date or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“Force Majeure Event” has the meaning set forth in Clause 25.1.

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

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

“Hybrid Instrument” means any subordinated (according to its terms) debt instruments issued by the Issuer which are, entirely or partly permitted to be accounted for as equity in accordance with the Accounting Principles at the date of issuance of the relevant subordinated debt instrument(s).

“Incurrence Test” has the meaning set forth in Clause 13.2 (*Incurrence Test*).

“Interest” means the interest on the Bonds calculated in accordance with Clauses 10.1 to 10.3.

“Interest Payment Date” means 11 February, 11 May, 11 August and 11 November 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 (with the first Interest Payment Date on 11 May 2025 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)).

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

“Interest Rate” means the Base Rate plus 8.75 per cent. *per annum* as adjusted by any application of Clause 18 (*Base Rate Replacement*).

“Issue Date” means 11 February 2025.

“Issuer” means Magnolia Bostad AB (publ), a public limited liability company incorporated in Sweden with reg. no. 556797-7078.

“Issuing Agent” means Pareto Securities AB, reg. no. 556206-8956, Berzelii Park 9, SE-103 91 Stockholm, Sweden, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“Listing Failure” means a situation where, unless the Bonds have been admitted to trading on a Regulated Market, the Bonds have not been admitted to trading on Nasdaq Transfer Market within sixty (60) calendar days after the Issue Date (although the Issuer has the intention to complete such listing within thirty (30) calendar days).

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

“Main Shareholders” means funds managed by Areim AB (Swedish reg. no. 556719-4203) or any of its Affiliates.

“Maintenance Test” has the meaning set forth in Clause 13.1 (*Maintenance Test*).

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

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

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

“Material Group Company” means:

- (a) the Issuer; and
- (b) any other Group Company with assets representing more than ten (10) per cent. of the Total Assets of the Group, calculated on a consolidated basis according to the latest consolidated Financial Statements (excluding goodwill and intra-group loans).

“Nasdaq Stockholm” means the Regulated Market of Nasdaq Stockholm AB, reg. no. 556420-8394, SE-105 78 Stockholm, Sweden.

“Net Proceeds” means the proceeds from the Bond Issue after deduction has been made for the transaction costs payable by the Issuer to the Issuing Agent and the joint bookrunners in respect of the Bonds for the services provided in relation to the placement and issuance of the Bonds.

“Nominal Amount” has the meaning set forth in Clause 3.3.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or

any agency or political subdivision thereof, or any other entity, whether or not having a separate legal personality.

“Properties” means real property (Sw. *fast egendom*) owned by the Group from time to time.

“Quotation Day” means:

- (a) in relation to an Interest Period for which an Interest Rate is to be determined, two (2) Business Days before the immediately preceding Interest Payment Date (or, in respect of the first Interest Period, two (2) Business Days before the Issue Date); or
- (b) in relation to any other 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 (5th) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Redemption Date;
- (c) a date on which a payment to the Bondholders is to be made under Clause 15.11 (*Distribution of proceeds*);
- (d) the date of a Bondholders’ Meeting; or
- (e) another relevant date,

or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“Redemption Date” means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and repurchase of the Bonds*).

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

“Regulated Market” means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments (MiFID II), as amended).

“Restricted Payment” has the meaning set out in Clause 14.1.

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

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

“SEK” denotes the lawful currency of Sweden.

“STIBOR” means:

- (a) the Stockholm interbank offered rate administered by Swedish Financial Benchmark Facility AB (or any other person which takes over the administration of that rate) for a period equal to the relevant Interest Period, as displayed on the relevant page of the LSEG Benchmark screen (or any replacement LSEG Benchmark page which displays that rate) as of or around 11.00 a.m. on the Quotation Day;

- (b) if no rate as described in paragraph (a) 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 the relevant page of the LSEG Benchmark screen (or any replacement LSEG Benchmark page which displays that rate) as of or around 11.00 a.m. on the Quotation Day for Swedish Kronor;
- (c) if no rate as described in paragraph (a) or (b) 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 the leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c), 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 Loans” means any loan incurred by the Issuer or any of its Subsidiaries, if such loan:

- (a) according to its terms or pursuant to a subordination agreement on terms and conditions satisfactory to the Agent, is subordinated to the obligations of the Issuer under the Terms and Conditions;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (c) according to its terms yields only payment-in-kind interest that is payable after the Final Redemption Date.

“Subsidiary” means, in relation to any Person, any legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners;
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body; or
- (d) exercises control as determined in accordance with the Accounting Principles.

“Tender Offer” means the offer from the Issuer to repurchase Existing Debt from the holders of the Existing Debt in connection with the Issue Date.

“Total Assets” means the consolidated book value of the Group’s total assets according to the latest consolidated Financial Statements of the Group and in accordance with the Accounting Principles.

“Total Equity” means the consolidated equity of the Group according to the latest consolidated Financial Statements of the Group and in accordance with the Accounting Principles.

“Unconditional Equity Guarantee” means the Main Shareholder’s unconditional guarantee (as for its own debt) for the Issuer’s payment obligations in full under the Bridge Financing and

for which, pursuant to its terms, the Main Shareholder's recourse rights in relation to the Issuer are fully subordinated to the Issuer's obligations under the Finance Documents.

“Written Procedure” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 16.3 (*Written Procedure*).

1.2 Construction

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

- (a) **“assets”** includes present and future properties, revenues and rights of every description;
- (b) 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 An Event of Default is continuing if it has not been remedied or waived.

1.2.3 When ascertaining whether a limit or threshold specified in SEK has been attained or broken, any amount in another currency shall be counted on the basis of the rate of exchange for such currency against SEK for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

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

1.2.5 No delay or omission of the Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

1.2.6 The selling and distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of the Terms and Conditions and may be updated without the consent of the Bondholders and the Agent (save for the privacy statement insofar it relates to the Agent).

1.2.7 Any Hybrid Instrument which is fully treated as equity in the balance sheet of the Issuer in accordance with the Accounting Principles shall, for the avoidance of doubt, not be deemed to constitute Financial Indebtedness or a Market Loan.

2. STATUS OF THE BONDS

The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured

obligations of the Issuer, except for obligations mandatorily preferred by regulation applying to companies generally.

3. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS

- 3.1 The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.2 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions.
- 3.3 The aggregate amount of the bond loan will be an amount of up to SEK 825,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,250,000 or full multiples thereof (the “**Nominal Amount**”). The total nominal amount of the Bonds issued on the Issue Date is SEK 825,000,000 (the “**Bond Issue**”).
- 3.4 All Bonds are issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Bond Issue is SEK 1,250,000.
- 3.6 The ISIN for the Bonds is SE0023848072.

4. USE OF PROCEEDS

An amount equivalent to the Net Proceeds of the Bond Issue shall be applied towards refinancing of the Existing Debt, including settlement of the Tender Offer.

5. CONDITIONS FOR SETTLEMENT

- 5.1 The Issuer shall provide to the Agent, as soon as reasonably possible but in any event no later than 11.00 a.m. one (1) Business Days prior to the Issue Date (or such later time as agreed by the Agent), all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).
- 5.2 The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1.1 have been fulfilled (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)).
- 5.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clause 5.2, the Issuing Agent shall settle the issuance of the Bonds and transfer the Net Proceeds of the Bond Issue to the Issuer on the Issue Date.
- 5.4 For the avoidance of doubt and notwithstanding any contrary provisions in these Terms and Conditions, it is acknowledged that the Main Shareholder will decide whether to provide the

Unconditional Equity Guarantee prior to settlement and that if such decision is required for settlement, no settlement will be made unless the Unconditional Equity Guarantee is provided.

6. THE BONDS AND TRANSFERABILITY

- 6.1 Each Bondholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.
- 6.2 The Bonds are freely transferable. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 6.3 Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.
- 6.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds, (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) of business). Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- 6.5 For the avoidance of doubt and notwithstanding the above, a Bondholder which allegedly has purchased Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Bondholder hereunder in each case until such allegations have been resolved.

7. BONDS IN BOOK-ENTRY FORM

- 7.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.
- 7.2 Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken* (1949:381)), conditions of will or deed of gift or otherwise

have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

- 7.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) 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.
- 7.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.
- 7.5 At the request of the Agent, the Issuer shall promptly obtain information from the Debt Register and provide it to the Agent.
- 7.6 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 Bondholders.
- 7.7 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 7.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

8. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 8.1 If any Person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or, if applicable, a coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation for such Person.
- 8.2 A Bondholder 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 Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.
- 8.3 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 Clauses 8.1 and 8.2 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 is apparent from its face or the Agent has actual knowledge to the contrary.
- 8.4 These Terms and Conditions shall not affect the relationship between a Bondholder who is the nominee (*Sw. förvaltare*) with respect to a Bond and the owner of such Bond, and it is the

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

9. PAYMENTS IN RESPECT OF THE BONDS

- 9.1 Any payment or repayment under these Terms and Conditions shall be made to such Person who is registered as a Bondholder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 If a Bondholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 9.3 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 10.4 during such postponement.
- 9.4 If payment or repayment is made in accordance with this Clause 9, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount, unless the Issuer or the CSD (as applicable) was aware of that the payment was being made to a Person not entitled to receive such amount.
- 9.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with the Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse any stamp duty or public fee or to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

10. INTEREST

- 10.1 The Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.
- 10.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 10.3 Interest shall be calculated on the basis of the actual number of calendar days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 10.4 If the Issuer fails to pay any amount payable by it under the Finance Documents 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 but be payable to each person who was a Bondholder on the Record Date for the original due date. 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.

11. REDEMPTION AND REPURCHASE OF THE BONDS

11.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the Bonds in full on the Final Redemption Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a Business Day, the redemption shall to the extent permitted under the CSD's applicable regulations occur on the Business Day following from an application of the Business Day Convention or, if not permitted under the CSD's applicable regulations, on the first following Business Day.

11.2 Purchase of Bonds by Group Companies

Each Group Company may, subject to applicable regulations, at any time and at any price purchase Bonds on the market or in any other way. Any Bonds held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full or repurchase of all Bonds not already held by the Issuer.

11.3 Early voluntary total redemption (call option)

11.3.1 The Issuer may redeem all, but not some only, of the Bonds in full on any Business Day falling on or after the First Call Date but before the Final Redemption Date at the applicable Call Option Amount together with accrued but unpaid Interest.

11.3.2 Redemption in accordance with Clause 11.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

11.4 Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)

11.4.1 Upon the occurrence of a Change of Control, a De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (a)(i) of Clause 12.4

(Information: miscellaneous). The thirty (30) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.

- 11.4.2 The notice from the Issuer pursuant to paragraph (a)(i) of Clause 12.4 *(Information: miscellaneous)* shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to paragraph (a)(i) of Clause 12.4. The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 11.4.1.
- 11.4.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 11.4, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 11.4 by virtue of the conflict.
- 11.4.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 11.4, if a third party in connection with the occurrence of a Change of Control, De-listing or Listing Failure, as applicable, offers to purchase all Bonds in the manner and on the terms set out in this Clause 11.4 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 11.4, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 11.4.5 Any Bonds repurchased by the Issuer pursuant to this Clause 11.4 may at the Issuer's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

12. INFORMATION UNDERTAKINGS

12.1 Financial Statements

The Issuer shall make available to the Agent and on its website:

- (a) as soon as they are available, but in any event within four (4) months after the end of each financial year:
 - (i) the audited consolidated financial statements of the Group for that financial year; and
 - (ii) the annual audited unconsolidated financial statements of the Issuer for that financial year; and
- (b) as soon as they are available, but in any event within two (2) months after the end of each quarter of each of its financial years:
 - (i) the unaudited consolidated financial statements or year-end report (Sw. *bokslutskommuniké*) (as applicable) of the Group for that financial quarter; and

- (ii) the unaudited unconsolidated financial statements of the Issuer or year-end report (as applicable) for that financial quarter.

12.2 Requirements as to Financial Statements

12.2.1 The Issuer shall prepare the Financial Statements in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of Nasdaq Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

12.2.2 Each of the Financial Statements shall include a profit and loss account and a balance sheet. In addition, each of the consolidated Financial Statements shall include a cash flow statement and a management commentary or report from the Issuer's board of directors.

12.3 Compliance Certificate

12.3.1 The Issuer shall issue a Compliance Certificate to the Agent signed by the Issuer:

- (a) when consolidated Financial Statements are made available to the Agent in accordance with paragraphs (a)(i) or (b)(i) of Clause 12.1 (*Financial Statements*);
- (b) in connection with the testing of the Incurrence Test; and
- (c) at the Agent's request, within twenty (20) calendar days from such request.

12.3.2 In each Compliance Certificate, the Issuer shall:

- (a) certify that, so far as it is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specify the event and steps, if any, being taken to remedy it;
- (b) if provided in connection with Financial Statements being made available, certify that the Maintenance Test is met as per the Reference Date to which the Compliance Certificate refers to, including calculations and figures in respect of the Maintenance Test (and has not been breached since the last day of the relevant quarter to which the most recent Compliance Certificate refers); and
- (c) if provided in connection with the testing of the Incurrence Test, that the Incurrence Test is met and including calculations and figures in respect of the Incurrence Test.

12.4 Information: miscellaneous

The Issuer shall:

- (a) promptly notify:
 - (i) the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control, a De-listing or a Listing Failure; and
 - (ii) the Agent upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default,

and shall provide the Agent with such further information as it may reasonably request in writing following receipt of any such notice;

- (b) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions) available on its website; and
- (c) upon request by the Agent, provide the Agent with any information relating to a transaction made pursuant to Clause 14.6 (*Disposal of assets*) or Clause 14.7 (*Mergers and demergers*) which the Agent deems necessary (acting reasonably).

12.5 Restrictions

The Issuer is only obliged to provide any information to the Agent and/or the Bondholders pursuant to this Clause 12 (*Information undertakings*) if providing such information to the Agent and/or the Bondholders would not conflict with any applicable laws or the Issuer's registration contract with Nasdaq Stockholm (or any other Regulated Market, as applicable). If such conflict would exist pursuant to the listing contract with a Regulated Market, the Issuer shall however be obliged to either seek approval from that Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 12 (*Information undertakings*).

13. FINANCIAL COVENANTS

13.1 Maintenance Test

13.1.1 The Maintenance Test shall be tested quarterly on each Reference Date from and including 31 March 2025, for as long as any Bond is outstanding, on the basis of the consolidated interim Financial Statements for the period ending on the relevant Reference Date and shall be reported in the Compliance Certificate delivered in connection with such Financial Statements.

13.1.2 The Maintenance Test is met if:

- (a) the Equity Ratio is equal to or higher than:
 - (i) in respect of any Reference Date falling after the Issue Date but on or before 30 September 2026, twenty (20.00) per cent.; and
 - (ii) in respect of any Reference Date falling after 30 September 2026, twenty-five (25.00) per cent.; and
- (b) Cash and Cash Equivalents equal or exceed SEK 50,000,000.

13.2 Incurrence Test

13.2.1 The calculation of the Incurrence Test shall be made on the date on which the relevant Market Loan is issued, which requires that the Incurrence Test is met.

13.2.2 The Incurrence Test is met if:

- (a) the Equity Ratio is at least thirty (30.00) per cent.; and
- (b) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant issuance,

calculated in accordance with the calculation principles set out in Clause 13.3 (*Calculation Principles*).

13.3 **Calculation Principles**

The figures for Total Assets and Total Equity as of the last day of the period covered by the most recent Financial Statements shall be used for the Incurrence Test, but adjusted so that (without double counting):

- (a) any entity, asset or operation acquired, disposed of or discontinued by the Group after the period covered by the most recent Financial Statements but before the relevant testing date, shall be included (if acquired) or excluded (if disposed of or discontinued) on a *pro forma* basis; and
- (b) any equity raised, debt incurred or repaid or distributions made after the last day of the period covered by the most recent Financial Statements shall be included or excluded (as applicable), on a *pro forma* basis.

14. **SPECIAL UNDERTAKINGS**

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 14.

14.1 **Distributions**

- (a) The Issuer shall not, and shall procure that no other Group Company will:
 - (i) make or pay any dividend on its shares;
 - (ii) repurchase any of its own shares;
 - (iii) redeem its share capital or other restricted equity with repayment to shareholders;
 - (iv) repay principal or pay interest under any Subordinated Loans or Hybrid Instruments; or
 - (v) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the direct or indirect shareholders or any Affiliates of the Issuer,

the transactions set out in paragraphs (i) to (v) above are together and individually referred to as a “**Restricted Payment**”.

- (b) Notwithstanding the above, a Restricted Payment may be made, provided that such Restricted Payment is permitted by law and no Event of Default is continuing or would result from such Restricted Payment:
 - (i) by any Group Company (other than the Issuer) if such Restricted Payment is made to a Group Company and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis or in a larger proportion to the Group; or

- (ii) if such Restricted Payment is a repayment (however described) of the Bridge Financing, including any interest thereunder.

14.2 **Admission to trading**

Without prejudice to Clause 11.4 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*), the Issuer shall ensure that:

- (a) the Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within twelve (12) months from the Issue Date; and
- (b) the Bonds, if admitted to trading on a Regulated Market, continue being admitted to trading thereon for as long as any Bond is outstanding (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

14.3 **Nature of business**

The Issuer shall procure that no substantial change is made to the general nature of the business of the Group as carried out by the Group on the Issue Date.

14.4 **Market Loans**

- (a) The Issuer shall not, and shall procure that no other Group Company will, issue any Market Loans.
- (b) Notwithstanding paragraph (a) above, the Issuer may issue a Market Loan provided that:
 - (i) such Market Loan ranks *pari passu* with or is subordinated to the obligations of the Issuer under the Bonds;
 - (ii) such Market Loan has a final redemption date or instalment dates which occur after the Final Redemption Date (for the avoidance of doubt, any issue of subsequent bonds (tap issues) under any of the Issuer's outstanding Market Loans shall be permitted); and
 - (iii) the Incurrence Test is met (calculated on a *pro forma* basis) upon the issuance of the relevant Market Loans.
- (c) The Issuer shall not, and shall procure that no other Group Company will, provide, prolong or renew any Security over any of its assets (present or future) to secure any Market Loan.

14.5 **Financial Indebtedness and Security**

The Issuer shall not, and shall procure that no other Group Company will, incur or allow to remain outstanding any Financial Indebtedness or create or permit to subsist any Security in respect of any Financial Indebtedness, save for Financial Indebtedness which is incurred in the

ordinary course of business of the Group (and any Security provided for such Financial Indebtedness), *provided however* that the Group may incur or allow to remain outstanding:

- (a) any Market Loans permitted under Clause 14.4 (*Market Loans*);
- (b) the Bridge Financing;
- (c) Financial Indebtedness arising in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, *inter alia*, the redemption of the Bonds; and
- (d) any other Financial Indebtedness which is not incurred in the ordinary course of business of the Group, in an amount not exceeding SEK 25,000,000 (or its equivalent in any other currency or currencies) at any time and any Security provided for such Financial Indebtedness.

14.6 **Disposals of assets**

The Issuer shall not, and shall procure that no other Group Company will, sell or otherwise dispose of shares or other interests in any Group Company or of all or substantially all of its or any Group Company's assets or operations to any Person not being the Issuer or any of the wholly-owned Subsidiaries other than any equity instruments issued pursuant to the Bridge Financing (if applicable), unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect.

14.7 **Loans out**

The Issuer shall not, and shall procure that no other Group Company will, extend any loans in any form to any other party than:

- (a) to other Group Companies; or
- (b) in the ordinary course of business.

14.8 **Mergers and demergers**

- (a) The Issuer shall not enter into any amalgamation, demerger, merger or reconstruction.
- (b) The Issuer shall procure that no other Group Company will enter into any amalgamation, demerger, merger or reconstruction, unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect.

14.9 **Maintenance of Properties**

The Issuer shall, and shall procure that each other Group Company will, keep the Properties in a good state of repair and maintenance subject to normal wear and tear and in accordance with normal market practice.

14.10 **Insurance**

The Issuer shall, and shall procure that each other Group Company will, keep the Properties insured to the extent customary for similar properties on the relevant geographical market with one or more reputable insurers.

14.11 **Maintenance Test**

The Issuer shall procure that the Maintenance Test is met as long as any Bond is outstanding.

14.12 **Dealings with related parties**

The Issuer shall, and shall procure that each other Group Company will, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding when such shareholder is another Group Company) and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

14.13 **Compliance with laws**

The Issuer shall, and shall procure that each other Group Company will, comply in all material respects with all laws and regulations applicable to them from time to time, including but not limited to the rules and regulations of Nasdaq Stockholm or any other Regulated Market on which the Issuer's securities from time to time are listed.

14.14 **Authorisations**

The Issuer shall, and shall procure that each other Group Company will, obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company.

14.15 **Agency Agreement**

- (a) The Issuer shall, in accordance with the Agency Agreement:
 - (i) pay fees to the Agent;
 - (ii) indemnify the Agent for costs, losses and liabilities;
 - (iii) furnish to the Agent all information reasonably requested by or otherwise required to be delivered to the Agent; and
 - (iv) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.
- (b) The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Bondholders if the amendment would be detrimental to the interests of the Bondholders.

14.16 **CSD related undertakings**

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

15. TERMINATION OF THE BONDS

Each of the events or circumstances set out in this Clause 15 is an Event of Default (save for Clause 15.10 (*Termination*) and Clause 15.11 (*Distribution of proceeds*)).

15.1 Non-payment

The Issuer fails to pay an amount on the date it is due in accordance with the Terms and Conditions unless its failure to pay is due to technical or administrative error and is remedied within five (5) Business Days of the due date.

15.2 Maintenance Test

The Issuer fails to comply with the Maintenance Test on any Reference Date.

15.3 Other obligations

- (a) The Issuer does not comply with any provision of the Finance Documents (other than a breach of Clause 15.1 (*Non-payment*) or Clause 15.2 (*Maintenance Test*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of being remedied and is remedied within fifteen (15) Business Days of the earlier of:
 - (i) the Agent giving notice to the Issuer; and
 - (ii) the Issuer becoming aware of the failure to comply,provided that if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written notice.

15.4 Cross-payment default and cross-acceleration

- (a) Any Financial Indebtedness of a Group Company is not paid when due as extended by any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described).
- (b) Any security interest securing Financial Indebtedness over any asset of any Group Company is enforced.
- (c) No Event of Default will occur under this Clause 15.4 if:
 - (i) the Financial Indebtedness is owed by a Group Company to another Group Company; or
 - (ii) the aggregate amount of Financial Indebtedness falling within paragraphs (a) to (b) above is equal to or less than SEK 25,000,000 (or its equivalent in any other currency or currencies).

15.5 Insolvency

- (a) Any Material Group Company:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is declared to be unable to pay its debts under applicable law;

- (iii) suspends making payments on its debts generally; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (other than under the Terms and Conditions) with a view to rescheduling its Financial Indebtedness.
- (b) A moratorium is declared in respect of the Financial Indebtedness of any Material Group Company.

15.6 **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedures are taken in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
 - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
 - (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company.
- (b) Paragraph (a) above shall not apply to:
 - (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within thirty (30) calendar days of commencement or, if earlier, the date on which it is advertised; or
 - (ii) in relation to the members of the Group other than the Issuer, solvent liquidations.

15.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value equal to or exceeding SEK 25,000,000 and is not discharged within thirty (30) calendar days.

15.8 **Impossibility or illegality**

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

15.9 **Cessation of business**

- (a) The Issuer ceases to carry on its business.
- (b) Any Material Group Company (save for the Issuer) ceases to carry on its business, except if due to:
 - (i) a permitted disposal permitted under Clause 14.6 (*Disposals of assets*); or

- (ii) a merger or demerger permitted under Clause 14.7 (*Mergers and demergers*),
in each case provided that such cessation is likely to have a Material Adverse Effect.

15.10 Termination

- 15.10.1 If an Event of Default has occurred and is continuing, the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 15.10.3 or 15.10.5, on behalf of the Bondholders, by notice to the Issuer terminate the Bonds and to declare all, but not some only, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than twenty (20) Business Days from the date on which the Agent made such declaration) and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 15.10.2 The Agent may not terminate the Bonds in accordance with Clause 15.10.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 15.10.1.
- 15.10.3 The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to Clause 15.1 (*Non-payment*)) up until the time stipulated in Clause 15.10.4 for as long as, in the reasonable opinion of the Agent such postponement is in the interests of the Bondholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 15.10.4 The Agent shall, within twenty (20) Business Days of the date on which the Agent received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Bondholders that there exists a right of termination and obtain instructions from the Bondholders according to the provisions in Clause 16 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 15.10.5 If the Bondholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 16 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless

the instructing Bondholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.

15.10.6 If the Bonds are declared due and payable in accordance with the provisions in this Clause 15, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.

15.10.7 If the right to terminate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.

15.10.8 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 15 without relevant decision by the Agent or following instructions from the Bondholders' pursuant to Clause 16 (*Decisions by Bondholders*).

15.10.9 If the Bonds are declared due and payable in accordance with Clause 15.10.1, the Issuer shall redeem all Bonds with an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period, and shall up until the First Call Date be at the price set out in paragraph (a) of the definition of Call Option Amount (plus accrued and unpaid interest).

15.11 **Distribution of proceeds**

15.11.1 If the Bonds have been declared due and payable in accordance with this Clause 15, all payments by the Issuer relating to the Bonds shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

(a) *firstly*, in or towards payment *pro rata* of:

- (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Bondholders);
- (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights as may have been incurred by the Agent;
- (iii) any non-reimbursed costs incurred by the Agent for external experts; and
- (iv) any non-reimbursed costs and expenses incurred by the Agent in relation to a Bondholders' Meeting or a written procedure;

(b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);

(c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and

(d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Terms and Conditions.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer. The application of proceeds in accordance with paragraphs (a) to (d) above shall, however, not restrict a Bondholders' Meeting or a Written Procedure from resolving that accrued Interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

- 15.11.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15.11.1, such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15.11.1.
- 15.11.3 Funds that the Agent receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate bank account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 15.11 as soon as reasonably practicable.
- 15.11.4 If the Issuer or the Agent shall make any payment under this Clause 15.11, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least ten (10) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 9.1 shall apply.

16. DECISIONS BY BONDHOLDERS

16.1 Request for a decision

- 16.1.1 A request by the Agent for a decision by the Bondholders on a matter relating to these Terms and Conditions shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 16.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to these Terms and Conditions shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- 16.1.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if the suggested decision must be approved by any Person in addition to the

Bondholders and such Person has informed the Agent that an approval will not be given or 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 Bondholders' 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 Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.1.3 being applicable, the Person requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Agent to open the Bondholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.
- 16.1.6 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 16.2.1 or instigate a Written Procedure by sending communication in accordance with Clause 16.3.1. After a request from the Bondholders pursuant to Clause 19.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 16.2.1. The Issuer shall inform the Agent before a notice for a Bondholders' 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.

16.2 **Bondholders' Meeting**

- 16.2.1 The Agent shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons). If the Bondholders' Meeting has been requested by the Bondholder(s), the Agent shall send a copy of the notice to the Issuer.
- 16.2.2 The notice pursuant to Clause 16.2.1 shall include:
 - (a) the time for the meeting;
 - (b) the place for the meeting;
 - (c) an agenda for the meeting (including each request for a decision by the Bondholders);
 - (d) a form of power of attorney; and
 - (e) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.

Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting.

- 16.2.3 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.
- 16.2.4 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Bondholders' Meeting. The Bondholders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Bondholders' Meeting instead of the Bondholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Bondholder.
- 16.2.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in Person.
- 16.3 **Written Procedure**
- 16.3.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such Person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Bondholder(s), the Agent shall send a copy of the communication to the Issuer.
- 16.3.2 A communication pursuant to Clause 16.3.1 shall include:
- (a) each request for a decision by the Bondholders;
 - (b) a description of the reasons for each request;
 - (c) a specification of the Business Day on which a Person must be registered as a Bondholder in order to be entitled to exercise voting rights;
 - (d) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;
 - (e) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 16.3.1); and
 - (f) if the voting shall be made electronically, instructions for such voting.
- 16.3.3 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 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.

16.4 **Majority, quorum and other provisions**

16.4.1 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 8 (Right to act on behalf of a Bondholder) from a Person who is, registered as a Bondholder:

- (a) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 16.3.2, in respect of a Written Procedure,

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

16.4.2 The following matters shall require consent of Bondholders representing at least sixty-six and two thirds ($\frac{662}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2:

- (a) waive a breach of or amend an undertaking set out in Clause 14 (*Special undertakings*);
- (b) a mandatory exchange of the Bonds for other securities;
- (c) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer (other than as a result of an application of Clause 18 (*Replacement of Base Rate*));
- (d) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
- (e) amend the provisions in this Clause 16.4.2 or in Clause 16.4.3.

16.4.3 Any matter not covered by Clause 16.4.2 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (d) of Clause 17.1) or a termination of the Bonds.

16.4.4 If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Bondholders' Meeting or the Agent in a Written Procedure, will

prevail. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 16.4.3.

- 16.4.5 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 16.4.6 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 16.2.1) or initiate a second Written Procedure (in accordance with Clause 16.3.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 16.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 16.4.7 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 these Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.4.8 A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Bonds (irrespective of whether such person is a Bondholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that vote in respect of the proposal at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable.
- 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 Bonds (irrespective of whether such person is a Bondholder), nor make an offer to repurchase any Bonds, if receipt of such consideration or participation in such tender offer (as applicable) is conditional upon the Bondholder's consent to a proposal at a Bondholders' Meeting or in a Written Procedure.
- 16.4.11 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- 16.4.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.4.13 If a decision shall be taken by the Bondholders on a matter relating to these Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a

certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.

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

17. AMENDMENTS AND WAIVERS

- 17.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Agent is satisfied that such amendment or waiver:
- (a) is not detrimental to the interest of the Bondholders;
 - (b) is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;
 - (d) is necessary for the purpose of having the Bonds admitted to trading on the corporate 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 Bondholders;
 - (e) has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders; or
 - (f) is made pursuant to Clause 18 (*Replacement of Base Rate*).
- 17.2 The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 17.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 17.3 An amendment or waiver to the Finance Documents shall take effect on the date determined by the Bondholders' Meeting, in the Written Procedure or by the Agent, as the case may be.

18. BASE RATE REPLACEMENT

18.1 General

- 18.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Bondholders in accordance with the provisions of this Clause 18 shall at all times be made by

such Independent Adviser, the Issuer or the Bondholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

18.1.2 If a Base Rate Event has occurred, this Clause 18 shall take precedent over the fallbacks set out in paragraph (b) to (d) 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 Bondholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (*Sw. krishanteringsregelverket*), containing the information referred to in (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 thirdly the Financial Stability Council (*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 Bonds, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (b) if there is no such rate as described in paragraph (a), 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 Bondholders shall, if so decided at a Bondholders’ Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer’s expense) for the purposes set forth in Clause 18.3.2. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clause 18.3 to 18.6, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer’s cooperation.
- 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 calculations 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**

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuing Agent and the Bondholders in accordance with Clause 24 (*Notice and Press Releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Bonds are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

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 a 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 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 Bondholders.

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 Bondholders, 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 amendments are 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 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.

19. THE AGENT

19.1 Appointment of the Agent

19.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its agent in all matters relating to the Bonds and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. företagsrekonstruktion) or bankruptcy (Sw. konkurs) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf.

19.1.2 Each Bondholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Bondholder which does not comply with such request.

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

19.1.4 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 Finance Documents and the Agency Agreement

and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

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

19.2 Duties of the Agent

- 19.2.1 The Agent shall represent the Bondholders in accordance with the Finance Documents.
- 19.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent is never acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Agent does not bind the Bondholders or the Issuer.
- 19.2.3 When acting pursuant to the Finance Documents, 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 Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders 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 Finance Documents.
- 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 Bondholders 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 Finance Documents.
- 19.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:
- (a) after the occurrence of an Event of Default;
 - (b) for the purpose of investigating or considering:
 - (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default; or
 - (ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
 - (c) in connection with any Bondholders' Meeting or Written Procedure;
 - (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents.

Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15.11 (*Distribution of proceeds*).

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

19.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor:

- (a) whether any Event of Default has occurred;
- (b) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (c) whether any other event specified in any Finance Document has occurred.

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 review each Compliance Certificate delivered to it to determine that it meets the requirements set out in Clause 12.3.2 and as otherwise agreed between the Issuer and the Agent. The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.9.

19.2.10 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents 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 neither be liable to the Issuer or the Bondholders 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.

19.2.11 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.

19.2.12 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 Bondholders, 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.

19.2.13 The Agent shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or if it refrains from acting for any reason described in Clause 19.2.12.

19.2.14 Upon the reasonable request by a Bondholder, the Agent shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds (at the discretion of the Agent). The Agent may require that the requesting Bondholder reimburses any

costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed. The Agent shall upon request by a Bondholder disclose the identity of any other Bondholder who has consented to the Agent in doing so.

- 19.2.15 Subject to the restrictions of a non-disclosure agreement entered into by the Agent in connection with these Terms and Conditions, the Agent shall be entitled to disclose to the Bondholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information (save for that any delay in disclosing an Event of Default, which event shall be governed by Clause 15.10.3).

19.3 **Liability for the Agent**

- 19.3.1 The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall 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 Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 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 Finance Documents to be paid by the Agent to the Bondholders, 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 Bondholders for damage caused by the Agent acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- 19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

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 Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 19.4.2 Subject to Clause 19.4.6, if the Agent is insolvent or becomes subject to bankruptcy proceedings, 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 Bondholder (or Bondholders) 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 Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.
- 19.4.4 If the Bondholders have not appointed a successor Agent within ninety (90) days after:
- (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
 - (b) the Agent was dismissed through a decision by the Bondholders,
- 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 Finance Documents.
- 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 paragraph (b) of 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 Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 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 obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents 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 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 Bonds. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.

- 20.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement 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 Bonds.
- 20.3 The Issuing Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its 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 Bonds.
- 21.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder or the admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

22. NO DIRECT ACTIONS BY BONDHOLDERS

- 22.1 A Bondholder may not take any action or legal steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents in any other jurisdiction) of any Group Company in relation to any of the obligations or liabilities of such Group Company under the Finance Documents. 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 Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 19.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.13 before a Bondholder may take any action referred to in Clause 22.1.
- 22.3 The provisions of Clause 22.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 11.4 (*Mandatory repurchase due*

to a Change of Control, De-listing or Listing Failure (put option)) or other payments which are due by the Issuer to some but not all Bondholders.

23. TIME-BAR

- 23.1 The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been time-barred and has become void.
- 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 Bonds, and of three (3) years with respect to the right to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the time-bar period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

24. NOTICES AND PRESS RELEASES

24.1 Notices

- 24.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail 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 to such address as notified by the Issuer to the Agent by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Agent, to such e-mail address as notified by the Issuer to the Agent from time to time; and
 - (c) if to the Bondholders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address), on the Business Day prior to dispatch, and by either courier delivery or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.
- 24.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (or, if between the Agent and the Issuer, by e-mail) and will only be effective:
- (a) in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1;

- (b) 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
 - (c) in case of e-mail to the Agent or the Issuer, when received in legible form by the e-mail address specified in Clause 24.1.1.
- 24.1.3 Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.
- 24.2 **Press releases**
- 24.2.1 Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clause 11.3 (*Early voluntary total redemption (call option)*), Clause 11.4 (*Early voluntary total redemption due to illegality (call option)*), paragraph (a)(i) of Clause 12.4 (*Information: miscellaneous*) or Clauses 15.10.3, 15.11.4, 16.4.14, 16.2.1, 16.3.1, 17.2, 18.5, 19.2.13 or 19.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 24.2.2 In addition to Clause 24.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Agent may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Agent shall be entitled to issue such press release.

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 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 laws of Sweden.
- 26.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 26.3, be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.

- 26.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.
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SCHEDULE 1

CONDITIONS PRECEDENT

Conditions Precedent for the settlement of the Bond Issue

1. The Issuer

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer.
- (b) A copy of a resolution of the board of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the documents set out in Section 2(a) to (b) below and resolving that it execute, deliver and perform such documents;
 - (ii) authorising a specified person or persons to execute the documents set out in Section 2(a) to (b) below on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the documents set out in Section 2(a) to (b) below.

2. Documents

- (a) A duly executed copy of the Terms and Conditions.
- (b) A duly executed copy of the Agency Agreement.
- (c) Evidence in the form of redemption notices (conditional only upon the issuance of the Bonds) that the Existing Debt will be repaid within ten (10) Business Days from the Issue Date.
- (d) Evidence that the Equity Injection has been made.
- (e) Evidence that the Bridge Financing has been provided, to the extent required to ensure that the repayment of the Existing Debt (including any accrued interest and prepayment premiums) is, together with the Net Proceeds, the Equity Injection and any other available funds, fully financed.

SCHEDULE 2

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

To: Nordic Trustee & Agency AB (publ) as Agent

From: Magnolia Bostad AB (publ) as Issuer

Date: [date]

Dear Sir or Madam,

Magnolia Bostad AB (publ)
Maximum SEK 825,000,000 senior unsecured callable floating rate bonds 2025/2028
with ISIN: SE0023848072
(the “Bonds”)

(1) We refer to the terms and conditions for the Bonds (the “**Terms and Conditions**”). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

(2) **[Maintenance Test]**

We confirm that the Maintenance Test is met and that in respect of the Reference Date [date] (and has not been breached since the last day of the relevant quarter to which the most recent Compliance Certificate refer), Total Equity was SEK [●], Total Assets was SEK [●] and therefore the Equity Ratio was [●] per cent. (and should have been equal to or higher than [20.00]¹/[25.00]² per cent.).

Computations as to compliance with the Maintenance Test are attached hereto.]³

(3) **[Incurrence Test]**

We confirm that the Incurrence Test is met and that in respect of [date], Total Equity was SEK [●], Total Assets was SEK [●] and therefore the Equity Ratio was [●] per cent. (and should have been equal to or higher than 30.00 per cent.) (calculated in accordance with the calculation principles set out in Clause 13.3 (*Calculation Principles*) of the Terms and Conditions).

With reference to paragraph (b) of Clause 13.2.2, we confirm that no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant issuance.

Computations as to compliance with the Incurrence Test are attached hereto.]

(4) [We confirm that, as far as we are aware, no Event of Default is continuing.]⁴

¹ To be included in any Compliance Certificate in respect of any Reference Date falling after the Issue Date but on or before 30 September 2026.

² To be included in any Compliance Certificate in respect of any Reference Date falling after 30 September 2026.

³ This section to be used if the Compliance Certificate is delivered in connection with the delivery of any Financial Statements.

⁴ Should be included in each Compliance Certificate. If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

Magnolia Bostad AB (publ)

Name:

Authorised signatory

Name:

Authorised signatory

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

Stockholm, _____ 2025

The Issuer

Magnolia Bostad AB (publ)

Name:

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

Stockholm, _____ 2025

The Agent

Nordic Trustee & Agency AB (publ)

Name:

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