

This prospectus was approved by the Swedish Financial Supervisory Authority on 30 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the event of significant new factors, material mistakes or material inaccuracies will not apply when this prospectus is no longer valid.



Prisma Properties AB (publ)

**PROSPECTUS REGARDING THE ADMISSION TO TRADING OF
SEK 250,000,000**

**SENIOR UNSECURED CALLABLE FLOATING RATE GREEN
BONDS**

2025/2029

ISIN: SE0025166176

30 January 2026

IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by Prisma Properties AB (publ), Swedish reg. no. 559378-1700 (“**Prisma**”, 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 250,000,000 senior unsecured callable floating rate green bonds 2025/2029 with ISIN SE0025166176 (the “**Bonds**”), issued on 21 January 2026 (the “**Issue Date**”), in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**” and the “**Bond Issue**”, respectively), on the sustainable bond list on Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). The Bonds have been issued under a framework of SEK 750,000,000. 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. Nordea Bank Abp and SBI Markets, filial i Sverige have acted as joint bookrunners (the “**Bookrunners**”) and Nordea Bank Abp, filial i Sverige has acted as issuing agent (the “**Issuing Agent**”).

This Prospectus has been prepared by the Company as well as 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.prismaproperties.se).

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RISK FACTORS

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. The risk factors set forth below are therefore limited to risks that, in the meaning of Regulation (EU) 2017/1129, are material and specific to the Company, the Group and the Bonds.

The manner in which the Company, the Group or the Bonds are affected by each risk factor is illustrated by way of an evaluation of the materiality of the relevant risk factor based on the probability of it occurring and the expected magnitude of its negative impact, for the purpose of which the probability is estimated as “low”, “medium” or “high” and the magnitude of negative impact if it would occur as “low”, “medium” or “high”. The most material risk factors in a category are presented first under that category, whereas subsequent risk factors in the same category are not purported to be ranked in order of materiality.

RISK FACTORS SPECIFIC AND MATERIAL TO THE GROUP

Risks related to Prisma’s industry, market and business

Risks related to changes in the real estate market and uncertainty in real estate valuations

The most important market related factors for the valuation of the Group’s properties are the supply and demand for commercial properties, as well as the return that investors are willing to accept when acquiring properties. The real estate market is affected by the vacancy rate in the market, which in turn is affected by several factors at both a micro and macro level, such as negative changes in the general economic climate, including those caused by the introduction of trade barriers such as tariffs, changes in behaviour due to increased e-commerce or a pandemic, as well as other external factors. The available supply of commercial real estate is also affected by construction, operational and maintenance work. These types of market related aspects and potential changes are such that the Company typically has no control over. A decrease in the value of the properties due to changes in market-related factors would adversely affect the valuation of the Group’s property portfolio, and thus also the Group’s financial position. A weakened financial position may in turn have a negative impact on the Company’s business, including the ability to generate growth.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is high.

Additional factors that affect the Company’s risk exposure in relation to property valuations include forward-looking assumptions that are subject to uncertainty. This includes, for example, assumptions concerning rent levels, occupancy rates, operating costs, the condition of the properties and market-specific assumptions relating to, for example, macroeconomic development, general economic trends, regional economic development, employment rates, supply and production rates for new properties, changes in infrastructure, inflation and interest rate levels in Sweden. Therefore, there is a risk that underlying assumptions in previous or future valuations of the Group’s investment properties prove to

be incorrect, which may entail that Prisma's valuations do not reflect a future sales value. Prisma uses external valuation consultants to value the Group's properties, and the property value is determined by both location price and return value. If the underlying assumptions and parameters for the valuation of the Group's property portfolio change or turn out to be incorrect, it could have a material adverse impact on the Group's earnings and financial position. A weakened financial position may in turn have a negative impact on the Company's business, including the ability to generate growth.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is high.

Risks related to past or future acquisitions

The Group has made several property acquisitions since its establishment, both through direct acquisitions of properties and/or land, and indirectly through acquisitions of shares in property-owning companies. Real estate transactions form a central part of the Group's business and the Group regularly evaluates potential property acquisitions that are deemed to be in line with the Group's acquisition strategy and strategic objectives. Property transactions are associated with certain risks and uncertainties. In relation to property acquisitions, for example, there may be uncertainty regarding the management of tenants, costs for environmental remediation, personnel, renovation and management of technical problems, decisions by authorities and the occurrence of disputes related to the acquisition or the condition of the property. There is also a risk that unforeseen costs arise for the Group in connection with completed or future acquisitions and that such unidentified risks may have a negative impact on the Group's earnings and cash flow. Future acquisitions may also include commitments from the Group to pay additional consideration to sellers of properties. Such additional considerations may have a negative impact on the Group's earnings and cash flow.

Prisma regularly engages reputable and competent advisors to support the Group in major acquisition processes. However, in connection with less complex acquisitions of land directly from municipalities, Prisma may carry out the acquisition without the support of external advisors, in whole or in part. Prisma believes that the Group, together with its advisors, usually succeeds in forming a good view of current acquisition targets. However, there is always a risk that Prisma makes incorrect assessments in connection with the due diligence review carried out in connection with property acquisitions, or is unable to identify all relevant risks associated with a particular acquisition. For example, in connection with property acquisitions, assessments are made of the soil conditions at the acquisition site in question in order to evaluate, *inter alia*, the presence of environmental toxins, the need for remediation, and the load-bearing capacity of the soil. It is not certain that the investigations carried out identify all deficiencies in the soil. In connection with previous potential property acquisitions, the outcome of the soil investigations conducted by the Group in connection with acquisitions has in some cases led to Prisma choosing not to complete the intended acquisition. If the Group, in connection with its soil investigations, is unable to identify deficiencies in the soil and therefore carries out the acquisition, the Group may have to bear the costs of remedying the deficiencies, for example in the form of decontamination of the soil.

Furthermore, sellers of real estate may have financial difficulties and therefore be unwilling or unable to pay compensation in the form of, for example, warranty claims as a result of defects in the acquired property. In addition, there is always a risk that real estate agents or other parties acting on behalf of the seller act outside of their mandate or provide incorrect information, and, therefore, there is a risk that Prisma will not be able to succeed with its claims for damages against such parties or the seller. In addition, real estate transactions involve subjective assumptions about the future, including the valuation of the existing tenants' long-term payment ability and technical property assumptions, which may prove to be incorrect. Incorrect assessments may lead to impairment requirements, increased costs and that the Group does not achieve expected returns or that returns on its completed investments do not materialise whatsoever, which could have a significant negative effect on the Group's earnings capacity.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to new development and adaptation projects

Prisma's business primarily consists of the new development of modern properties that are rented out to the Group's tenants and, to a certain extent, the adaptation of existing properties to the tenants' wishes through alterations, additions and tenant adaptations. In order to offer attractive and appropriate properties to its tenants, Prisma carries out ongoing projects in the form of new development and adaptation of entire properties to specific tenants. The properties and land areas that Prisma acquires are often intended to fulfil a specific tenant's needs and shortly after the acquisition, construction projects are commenced in accordance with the tenant's wishes and instructions. Construction is often handled by a few selected contractors and sub-contractors that Prisma engages on market-based industry terms, and with whom Prisma has a long-term collaboration. In addition, the Group occasionally engages local contractors. In the majority of Prisma's construction projects, a main responsible contractor is engaged (Sw. *totalentreprenad*), which means that the Group, in the event of any deficiencies in connection with a construction project, can direct any claims or demands to the main contractor. In connection with the completion of a building, the tenant takes possession of the property. As of 30 September 2025, the Group had ongoing projects of approximately MSEK 749, of which approximately MSEK 554 remain to be invested. As of 30 September 2025, Prisma's portfolio of planned projects for the next three years amounted to approximately MSEK 4,000. New construction and major adaptation projects are associated with costly investments. Investment and project costs may be higher than expected as a result of, for example, delays, faulty constructions, border conflicts, possible workplace accidents, deficiencies in the ground conditions of the Group's properties (e.g., regarding the load-bearing capacity of the ground and pollution) and other unforeseen events, including changes in regulations or zoning plans. There is a risk that such changes in investment and project costs cannot be fully offset by increased rents or reduced costs.

Furthermore, Prisma co-operates with strategic suppliers for the supply of materials and customised solutions in connection with constructions, as well as construction services for various types of work on the properties. Purchases are coordinated to achieve higher quality and reduced costs. Prisma uses established suppliers with whom the Group has good relationships in order to reduce the risk of

unfulfilled commitments by the suppliers. If a particular supplier or contractor is unable to fulfil its agreements, for example by not delivering the right equipment of the right quality at the right time, or if the cooperation with a particular supplier or contractor is interrupted or does not function well, this may lead to significant delays in Prisma's construction projects. Such delays may mean that Prisma's tenants' access to premises is delayed, which may result in additional costs, reduced rental income and reduced cash flow for the Group. In the event that agreements with important suppliers or contractors are terminated at short notice, or if important suppliers or contractors are declared bankrupt or are subject to liquidation, there is also a risk that Prisma will not be able to engage another supplier or contractor on similar terms or at short notice, which may lead to increased costs for supplier or contractor services and cause delays in the projects. In addition, the Group's ability to obtain compensation for deficiencies relating to completed construction projects may be affected if the contractor is declared bankrupt. For example, the contractor Fastec Sverige AB, which was engaged in connection with the construction project on the Group's property Skullen 1, has been declared bankrupt after the completion of the project. The contractor has an insurance coverage amounting to five per cent. of the contracted amount and which is valid during the project's guarantee period, and thus, the possibility for the Group to receive compensation for any deficiencies in relation to the construction project is dependent on the extent of the insurance. If any of the above risks materialise in relation to Prisma's major projects, it may result in increased costs or loss of income for Prisma, which in turn may have a material adverse effect on the Group's financial position or earnings.

The Company assesses that the probability of the risks described above materialising is medium. If the risks materialise, the Company assesses that the negative impact is medium.

In addition to risks related to suppliers' fulfilment of their commitments, there is a risk that suppliers engaged by Prisma do not fulfil established environmental requirements or working conditions in relation to their conducted work, which risks damaging Prisma's brand and reputation. This may, in turn, have an adverse effect on Prisma's business and future revenue, earnings and ability to achieve its financial targets.

The Company assesses that the probability of the risk described above materialising is low. If the risks materialise, the Company assesses that the negative impact is low.

Risks related to return on the properties

The Group is dependent on the return from its properties, which is largely affected by the size of rental income, expenses and costs for operational and maintenance work, remodelling and management of the properties, and necessary property investments. Rent levels and, thus, Prisma's rental income are affected by, *inter alia*, the demand and supply of commercial premises. In addition, the Group's rental revenues are affected by the properties' occupancy rate, the development of rent levels and the tenants' payment ability. As per 30 September 2025, the largest tenant (Dollarstore) accounted for 19 per cent. of contracted rental income, and the ten largest tenants accounted for 62 per cent. of the contracted rental income. The weighted average unexpired lease term (WAULT) of the Group amounted to 7.8 years as per 30 September 2025.

Occupancy rates and rent levels are largely determined by general and regional economic trends and are affected by several macro and regional economic factors such as employment trends, changes in infrastructure, population growth and other demographic trends, inflation, interest rates and access to financing. Occupancy rates and rent levels are, like the Group's business in general, also affected by other factors outside of the Group's control, such as the current security situation, including geopolitical instability, wars and conflicts, which are characterised by unpredictability and their ability to develop and escalate rapidly, as well as the direct and indirect long-term effects that this has on the global and Swedish economy.

The Group applies so-called double-net and triple-net agreements in relation to its tenants, which means that the tenants, in addition to the rent, pay for most of the costs associated with the property. The agreement structure means that there is a relatively good cost control and predictability regarding the Group's operational and maintenance costs. Furthermore, Prisma's lease agreements extend over a longer period of time and have been entered into with primarily leading actors within the discount sector (usually larger chains with growth potential), which Prisma believes contributes to creating stable rental income for the Group. If the occupancy rate or rent levels, despite this and due to factors outside of Prisma's control, decline or if the Group's tenants' ability to pay rents or other fees to the Group is reduced, Prisma's financial position and earnings may be adversely affected.

The Company assesses that the probability of the above risk materialising is low. If the risk materialises, the Company assesses that the negative impact is low.

Prisma operates in a competitive market

A central part of Prisma's business and a significant factor for the Group to be able to achieve its financial targets is the ability to identify and carry out acquisitions within the context of Prisma's acquisition strategy. The real estate market is competitive, where the players' competitiveness is dependent, *inter alia*, on the ability to carry out property acquisitions on favourable terms and to anticipate future changes and trends in the real estate industry. In addition, Prisma competes to attract new and retain existing tenants, depending on factors such as property location, rents, areas, accessibility, quality, tenant satisfaction, convenience and Prisma's reputation. If additional property companies are established in the markets where Prisma operates, the Company's competition would increase, which could affect Prisma's ability to acquire new properties. Furthermore, the Company's competitiveness could be adversely affected if such competitors have greater resources, greater financial capacity to withstand downturns in the real estate market, are better at retaining competent personnel, or can react more rapidly to changes in tenants' needs. Moreover, to the extent that Prisma expands outside of its primary geographic markets in Sweden, Denmark and Norway, such as with its recent expansion into Finland, there is a risk that the Company's competitors will be able to take advantage of their local market knowledge to compete with the Company. If Prisma cannot compete successfully and fails to carry out acquisitions to an adequate extent, it could have a material adverse effect on Prisma's business and the Company's future growth, earnings and potential to achieve its financial targets.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to the ability to recruit and retain qualified employees and senior executives

As of 30 September 2025, the Group has 22 employees, and its operations are therefore heavily dependent on a small number of individuals with the relevant experience, skills and expertise, including the executive management and key employees with specialist competences in, *inter alia*, business development and with strong relationships with leading discount retailers. These individuals are central to the implementation of the Group's growth strategy and to the successful development of Prisma's business going forward. Due to the small number of employees in Prisma, large parts of the Group's property management and other administration are outsourced. Each individual employee is therefore of great importance and has a major impact on Prisma's development. If any of the members of Prisma's executive management or other key employees terminate their employment with Prisma, and if Prisma fails to replace them in due time with other employees who can contribute equally to the business, this may cause disruptions in Prisma's business, which may have a material adverse effect on Prisma's growth and, in turn, Prisma's earnings.

Furthermore, it is important for the development of Prisma's business that the Company continuously recruits new, competent employees. Inability to recruit experienced, qualified and educated employees at the right time, or if several of the Group's employees were to terminate their employment at the same time, could have a negative impact on the Group. The loss of key personnel and/or the inability to recruit qualified personnel to an adequate extent may result in the Group being unable to realise valuable business opportunities. This may, in turn, have a material adverse effect on the Group's future business and profitability.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is high.

Environmental and environmental technical risks

According to the polluter pays principle under applicable environmental legislation, the operator of the activity that caused pollution is responsible for subsequent remediation. If it is not possible to identify the polluter, or if the polluter cannot be held responsible, the property owner may be held responsible for remediation and related costs. Consequently, there is a risk that Group companies are held liable for contamination on future acquired property caused by previous operators, as well as that Group companies, in their capacity as operators, are held liable for pollution and are required to undertake remediation measures. The Group's tenants include, *inter alia*, Rasta, Preem, Circle K and St1, which operate petrol stations on the Group's properties. Such operations are considered to be sensitive from an environmental perspective and increase the risks of the occurrence of environmental hazardous risks. A change in the purpose of the use of the properties to a more environmentally sensitive activity from an environmental perspective would further increase the risk of the occurrence of environmental related risks.

There is a risk that the costs related to environmental remediation do not fall within the Group's insurance coverage, or that an acquisition agreement with the seller of a contaminated property does not provide adequate protection against liability for environmental contamination, and that the Group will need to allocate more resources, both internal and external, to handle such remediation claims. As of 30 September 2025, the Group owns 8 properties, leases 4 properties and owns 1 leasehold that are included in the Swedish register Method of Surveying Contaminated Sites (Sw. *Metodik för Inventering av Förorenade Områden*) (the MIFO registry) as being potentially contaminated properties, as a result of potentially environmental hazardous activities having been conducted or being conducted on the properties. Due to the presence of petrol stations on these properties, the risk of contamination on all properties has been classified as high. Consequently, in relation to these properties, there is an increased risk that the relevant property holding Group company will be required to investigate, undertake and/or pay for any necessary remediation measures.

Environmental changes increase the risk of severe climate-related events. Floods, storms, fires and similar climate-related events are becoming increasingly common and could, if they occur on or in the vicinity of Prisma's properties, lead to extensive costs for Prisma. In 2023, Prisma conducted a climate risk analysis in relation to the entire property portfolio to identify environmental and environmental technical risks. According to the climate risk analysis, risks related to flooding, more extensive regulatory requirements in relation to energy classification and tenants' increased expectations of emission neutrality have been identified as significant for Prisma's business. Flooding on or near Prisma's properties may result in increased costs in the form of remediation and minimisation of damage, higher insurance premiums and an increased need for the Group to take preventative measures. More extensive regulatory requirements in relation to energy classification as well as tenants' increased expectations of emission neutrality may mean that the market value of the Group's existing properties, which may not meet the increased requirements or expectations, decreases, as well as entailing increased costs for regulatory compliance.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to unforeseen events affecting the properties and Prisma's business

Prisma may incur substantial losses or costs due to unforeseen events, including, but not limited to, vandalism, burglary or other criminal activity, destruction, fire, water leaks or flooding, attacks or terrorism, hidden defects or deficiencies with respect to acquired properties, soil contamination, natural disasters or extreme weather conditions, pest infestations, or other accidents or incidents. Such unforeseen events may, if they occur in connection with new development projects or Prisma's other construction projects, lead to business interruptions, production delays or other damage, and risk causing significant costs for Prisma. Furthermore, there is a risk that the costs for such events, if they occur when the Group's premises are leased, in whole or in part, cannot be borne by the tenant through, for example, increased rents, and that Prisma therefore, in whole or in part, has to bear the costs for reparation, maintenance, decontamination, restoration or similar measures.

Prisma continuously works to prevent risks associated with, for example, fire, burglary and vandalism, and Prisma has entered into insurance agreements in order to obtain protection against damage that may arise due to, for example, the aforementioned factors. However, there is a risk that the insurance agreements entered into by Prisma, in whole or in part, do not cover the costs that may arise in connection with the aforementioned unforeseen events. There is also a risk that any disputes with the insurance companies with which Prisma has entered into insurance agreements lead to unforeseen costs, among other things in the form of Prisma unexpectedly having to bear the cost of damage or occurred events. If any of the above-mentioned risks materialise, this may give rise to major costs for Prisma, which in turn could result in a negative impact on the Group's operations, earnings or financial position.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

In addition, Prisma is subject to risks that may result from pandemics. The effects of future pandemics may cause delays among Prisma's suppliers and contractors, which may adversely affect Prisma's construction projects and lead to increased construction prices. If future pandemics affect the economy, Prisma's tenants' payment abilities may deteriorate, resulting in higher vacancy rates and reduced property values. It could also make it increasingly difficult to obtain necessary financing for Prisma's operations.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to health and safety

Within the industry in which Prisma operates, health and safety risks occur in various forms and degrees, including in connection with the operation of Prisma's properties, construction projects and engineering work. Prisma has a zero-vision regarding workplace accidents and stress-related illnesses, and regularly holds work environment training programmes for project managers and technical managers. However, there are inherent risks in many projects and tasks involving construction and engineering work. Examples of risks on construction sites include falls from heights, collapses, crushing injuries and accidents related to the handling of mobile machinery. In 2023, the number of fatal workplace accidents in Sweden was higher than in many years and, as a result, the occurrence of workplace accidents has received significant political and media attention. If workplace accidents occur in connection with the operation of the Group's properties, construction or engineering work, in addition to resulting in personal injury and material damage, Prisma may be subject to legal proceedings and potentially extensive negative publicity. Such events risk damaging Prisma's brand and reputation, particularly in the event that any deficiencies in working conditions or other occupational health and safety deficiencies are found in connection with the accident, even if the deficiencies are attributable to hired contractors rather than to Prisma. In turn, this may negatively impact the Group's business.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to e-commerce development

E-commerce has developed rapidly and has in recent years taken an increasingly large market share in relation to traditional retail in physical stores. The tenants that Prisma regards as strategic tenants have a main product range that, for various reasons, is not considered suitable for e-commerce. The group of strategic tenants includes Dollarstore, Jysk, Willys and Rusta. A change in the shopping behaviour of customers of Prisma's tenants, which to a greater extent involves a transition from shopping in physical stores to e-commerce, may have a negative effect on the Group's tenants. Such changes and factors may consequently affect the demand for the commercial properties that the Group provides. If the demand for Prisma's commercial properties decreases, it could have a material adverse effect on the Group's future operations and profitability.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to increased operating costs

The Group's operating costs consist of property management, technical management, tax-related costs, insurance premiums and regular maintenance. During the period 1 January – 31 December 2024 and the period 1 January – 30 September 2025, the operating expenses (net) amounted to MSEK 29 and MSEK 33, respectively. More than 90 per cent. of the Group's lease agreements are so-called "double-net" and "triple-net" agreements, entailing that the tenant, in addition to the rent, pays most of the costs related to the property. The agreement structure means that there is relatively good cost control and predictability regarding the Group's expenses for operation and maintenance work. However, it cannot be guaranteed that any increase in operating costs, directly or indirectly, can be borne by the tenant in accordance with the terms, or through the renegotiation, of the lease agreements. If such risks materialise, the Group's net operating income could be adversely affected.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is low.

Financial risks

Risks related to refinancing and existing loan covenants

Access to capital, including debt capital, is crucial for Prisma's future growth. The Group utilises both construction credits in connection with the construction of properties and acquisition credits in connection with acquisitions. Prisma currently has no credit rating. In order to finance its operations, the Group has entered into secured financing agreements with *inter alios* Nordea, Swedbank, Danske Bank and Niam Credit Senior Fund. As per 30 September 2025, the total interest-bearing nominal debt amounted to MSEK 3,601 with an average period for capital tie-up of 2.8 years, whereof MSEK 1,188 million will mature in the period from 30 September 2025 – 30 September 2026. The facilities are secured by real estate mortgages and/or shares in subsidiaries of Prisma.

However, future developments in the debt market are uncertain and there are numerous factors that affect Prisma's ability to successfully raise debt capital and refinance its debt at its maturity, including

for the purpose of financing the growth of the business. These factors include, *inter alia*, the occurrence of reductions in the value of the Group's properties.

Relevant factors affecting the development of the debt market are inflation, which reached high levels in 2023 and has gradually decreased thereafter, the occurrence of war and interest rates. If one or more of these factors develops in a negative direction, this may cause difficulties for Prisma to raise debt capital. Even if it would be possible for the Group to refinance its outstanding debt, there is a risk that Prisma may not be able to do so on favourable terms. If Prisma is unable to raise borrowed capital when necessary or refinance its debt obligations on favourable terms, or at all, it could have a material adverse effect on the Group's growth potential, existing business, financial situation and earnings.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is high.

Certain of the Group's existing loan agreements contain obligations which, if unfulfilled, could result in such financing being cancelled and becoming immediately due and payable. In particular, there are clauses in existing loan agreements that, among other things, give the counterparty the right to terminate the agreement if any indebtedness of the Group falls due or otherwise becomes payable prior to its maturity. Consequently, an obligation to repay debt prematurely may adversely affect the Group's financial position and earnings.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Interest rate risk

Prisma is exposed to interest rate risks through its long-term and short-term debt. Interest rate risks refer to the risk that fluctuations in market interest rates adversely affect the Group's earnings, cash flow and financial position. A central factor for the occurrence of interest rate risks is the Company's credit margin and fixed-interest periods according to the loan agreements, whereby longer credit margin and fixed-interest periods mean greater predictability in cash flow, but normally also entail higher interest rate levels. As of 30 September 2025, the Group's nominal value of interest-bearing liabilities amounted to MSEK 3,601, and the average fixed interest period amounted to 2.8 years. Moreover, on the same date, the average interest rate on the Group's interest-bearing debt was 4.06 per cent.

In addition to the size of interest-bearing debts, Prisma's interest expenses are mainly affected by current market interest rates, credit institutions' margins and the Company's strategy regarding fixed interest periods. The interest rate market in Sweden is mainly affected by the expected inflation rate and the Swedish Central Bank's (Sw. *Riksbanken*) policy rate. Increased market interest rates entail higher interest costs, and thus, there is a risk that increases in market interest rates will entail additional costs and lower margins for the Company, which could have a material adverse effect on the Company's financial position and earnings. Increases in interest rates may also have a negative impact on Prisma's ability to finance future property acquisitions.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

Credit and counterparty risk

Prisma is exposed to the risk that its counterparties, both financial and commercial, do not fulfil their obligations on time. The credit risk for financial counterparties is related to excess liquidity and the banks' inability to fulfil their obligations, while the credit risk for commercial counterparties is related to unpaid receivables. Prisma's excess liquidity is placed at low risk in deposit accounts and agreements are only entered into with reputable banks with high credit ratings. In addition, the majority of Prisma's receivables are held towards tenants deemed to have a good credit rating, and both new and existing tenants' ability to pay the agreed rent is evaluated on an ongoing basis. However, a few of the lease agreements that Prisma has entered into with its tenants lack rental guarantees, or, alternatively, the agreed collateral has ceased to apply. The Group therefore does not have security for all of its tenants' potential breaches of the lease agreements. As a result, Group companies acting as landlords under the lease agreements have experienced, and may in the future experience, unforeseen losses due to tenants' inability or unwillingness to fulfil their obligations, such as payment of rent. If Prisma's measures to limit credit and counterparty risk prove to be inadequate and Prisma's counterparties regularly fail to fulfil their contractual payment obligations on time, there is a risk that Prisma, in turn, will not be able to fulfil its financial obligations, including paying interest on its loans. Furthermore, if a significant part of Prisma's counterparties fail to fulfil their contractual obligations or payment obligations, there is a risk that Prisma's cash flow will be adversely affected, which in turn could have a negative impact on Prisma's earnings and financial position.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is low.

External risks

Risks related to macroeconomic factors

The rental income and market value of the Group's properties is in part dependent on the general economic situation and stability in the markets on which the Group operates. The real estate industry in general, and the demand for the type of premises that the Group leases, is affected by macroeconomic factors that are beyond the Group's control. These factors include global and national economic developments, changes in economic growth, inflation and changes in interest rates. Weak economic growth and weakened finances among the Group's tenants may adversely affect the demand for most of the premises and properties that the Group leases, which in turn may lead to higher vacancy rates and thus increased costs and/or loss of income for the Group. High inflation may affect the value of Prisma's property portfolio, and have a negative impact on the attractiveness of, and tenants' demand for, the spaces and properties leased by Prisma. Furthermore, high inflation and rising prices may adversely affect Prisma's tenants' ability to pay and to fulfil their obligations under the lease agreements entered into with the Group. All of these factors affect the required return on property investments and, thus, the value of Prisma's property portfolio.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to external cyber threats

A cyber threat or cybersecurity threat is a malicious act aimed at damaging data, stealing data or disrupting digital life in general. Cyber threats include, for example, viruses, denial of service attacks, ransomware and other types of cyberattacks. The techniques used to gain unauthorised access to, or to sabotage, systems and data are constantly changing, becoming more sophisticated, and may not be widely known until they are used against Prisma or its third-party suppliers. In recent years, the occurrence of cybersecurity breaches and threats to corporate information systems has increased significantly, causing substantial costs for affected companies. In January 2024 for example, Rusta, one of the Group's tenants, was affected by a significant cyberattack against the hosting provider Tietoverly. Although Prisma is actively working to prevent, monitor and update systems, train users and ensure that suppliers comply with security agreements, Prisma will not be able to predict cyberattacks and incidents, and may not have sufficient preventive measures in place. Depending on the scale and level of any attack or sabotage, there is a risk that Prisma may not be able to resolve and eliminate such threats immediately after they are detected. To the extent that Prisma is subject to a serious failure or disruption of any of its systems or other technical resources or subject to a cybersecurity breach, its ability to operate and manage its business effectively could be adversely affected or lost entirely. Furthermore, there is a risk that cyberattacks lead to the loss of personal data, which in turn may damage Prisma's reputation and potentially render Prisma liable for damages suffered by third parties.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that negative impact is medium.

Legal and regulatory risks

Prisma's tax situation may be adversely affected as a result of changes in applicable tax legislation

Prisma's business is mainly affected by taxes in the form of income tax, property tax and VAT. The Group consists of companies that are taxed in Sweden, Denmark, Finland and Norway. There is a risk that Prisma's perception and interpretation of applicable tax legislation, tax treaties and other provisions are not correct in all respects. There is also a risk that tax authorities will make judgments and decisions that differ from Prisma's understanding and interpretation of such laws, tax treaties and other provisions, which may adversely affect Prisma's tax expenses and effective tax rate. In addition, changes in legislation, tax treaties or other regulations, which may apply retroactively, could have a material adverse effect on Prisma's earnings and financial position, including tax expenses, deferred tax and effective tax rate.

Prisma may also, from time to time, become involved in tax disputes, tax audits or other proceedings of varying complexity and extent. Such proceedings may be lengthy and extend over several years and may require Prisma to pay significant amounts of additional tax, which would result in substantial costs and could therefore have a material adverse effect on Prisma's results of operations and financial condition.

If any of the above risks materialise, it could lead to higher tax costs and lower margins in the Group's operations, which could have a material adverse effect on Prisma's financial position and earnings.

The Company assesses that the probability of the risk described above materialising is medium. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to legislative changes and expropriation

States, municipalities and government agencies are actively involved in the issuance and enforcement of laws and regulations relating to taxation, land use, zoning, zoning plan restrictions, environmental protection, safety and other matters, and there is a risk that such legislative changes relating to, for example, the ownership and use of land and real estate may have an adverse effect on the Group's financial position. If new laws and regulations affecting environmental planning, land use or zoning plans are introduced, there is a risk that the application of such regulations will result in increased costs and reduced income for the Group, which in turn may adversely affect the value of the properties. In addition, there is a risk that the Swedish, Danish or Norwegian state, or any other state, if the requirements for expropriation are met, will exercise the right of expropriation of the Group's properties. Expropriation entitles the Group to compensation, but the Group's financial position may still be adversely affected, regardless of whether such compensation is obtained. There is also a risk that changes in regulations or underlying permits for suppliers to the property industry may cause disruption to supply chains and/or a shortage of certain materials.

The Company assesses that the probability of the risk described above materialising is low and that the expected negative effect if the risk materialises is medium.

During the years 2021–2023, the member states of the European Union negotiated an updated and strengthened version of the European Union Directive (EU) 2010/31 of the European Parliament and of the Council of 19 May 2010 on the Energy Performance of Buildings Directive (“**EPBD**”), with the aim of reducing the energy use and climate impact of buildings. The updated directive was adopted in March 2024. Pursuant to the directive, among other things, so-called “non-residential buildings” must achieve certain energy performance in the years 2030 and 2033, respectively, and all buildings within the European Union must be so-called zero-energy buildings by the year 2050. There is a risk that the directive's energy efficiency requirements on existing buildings will cause high redevelopment costs for real estate companies, including Prisma, which can not necessarily be compensated for by increased rents for the Group's tenants. Buildings that are not considered energy efficient, and thus do not meet the requirements of the EPBD, will potentially be considered less attractive on the property market, which may ultimately affect the opportunities for divestment and leasing of the Group's properties. The energy requirements may also cause Prisma's costs for project development to increase. Depending on how the EPBD is implemented in Sweden, Denmark and Finland, it may have a negative impact on Prisma's operating and development costs, which consequently risks affecting Prisma's growth opportunities, financial profitability and financial position.

The Company assesses that the probability of the risk described above materialising is medium and that the expected negative effect if the risk materialises is medium.

Time-consuming zoning plans and building permit processes may lead to delayed and/or more expensive projects

The commencement of Prisma's construction projects generally requires a zoning plan being adopted and a building permit being granted. However, the properties acquired by Prisma are not always located in areas with a previously adopted zoning plan or granted building permit that authorises construction in accordance with Prisma's plans. The process of adopting or amending a zoning plan and granting a building permit is carried out by municipalities in accordance with the Swedish Planning and Building Act (Sw. *Plan- och bygglagen (2010:900)*). The zoning plan and building permit processes allow for property owners to comment on the proposed development, and property owners also have the right to appeal municipal decisions. The planning process for a zoning plan varies between municipalities. Prisma estimates that the average process (without appeals) takes between one and two years. Since the procedure allows for property owners to appeal decisions, this time may be extended and the processes may also require time-consuming investigations, such as environmental investigations regarding previous owners' activities on the property or archaeological excavations. Thus, there is a risk that zoning plans and/or building permit processes are delayed and become more time-consuming than Prisma's initial expectations or assumptions, which may result in a delayed commencement of construction projects and increased costs for the Group, and ultimately may result in a negative impact on the Group's profitability and financial position.

The Company assesses that the probability of the risk described above materialising is medium and that the expected negative effect if the risk materialises is low.

Risks related to litigation and other legal proceedings

Prisma may, from time to time, become involved in disputes, claims and administrative proceedings within the ordinary course of its business relating to, *inter alia*, tenants, sellers or buyers of properties, suppliers, contractors, construction companies and other parties. Disputes, claims, investigations and legal proceedings may result in Prisma being required to pay damages, reduce or refund rents or discontinue certain procedures. Group companies may become involved in disputes in the course of their day-to-day business activities and may be subject to lawsuits relating to, for example, leases, the acquisition or sale of real estate or property-owning companies, and labour disputes. For example, a Group company has been the defendant in a claim for damages concerning a tenant's alleged indirect right to prolongation (Sw. *indirekt besittningsskydd*). The plaintiff tenant alleged that the Group had not provided acceptable replacement premises in connection with the termination of the lease agreement and claimed damages amounting to SEK 55,356,410. The Court of Appeal (Sw. *hovrätten*) ruled in favour of the plaintiff tenant, and the Group company would, had it not been indemnified in this instance, been required to pay damages. There is a risk that Prisma, or its board members, executives, employees or affiliated companies, will be subject to investigations or criminal proceedings in the future. Such disputes, claims, investigations and legal proceedings can be time-consuming, disrupt the day-to-day operations of Prisma, result in claims for compensation and incur significant legal costs. In addition, it can often be difficult to predict the outcome of such proceedings. Consequently, disputes, claims,

investigations and legal proceedings may have a material adverse effect on Prisma's business and earnings.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Prisma processes personal data and must comply with applicable data protection legislation

As part of its business, Prisma processes personal data of various types, including data about representatives of tenants, website visitors, employees and consultants. When Prisma processes personal data, the processing must be conducted in accordance with applicable data protection legislation, such as the European Union Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"). Compliance with applicable data protection legislation is always a continuous process where processes and documentation need to be implemented, reviewed and updated on an ongoing basis. The data protection legislation also requires, among other things, that the person whose personal data is being processed is informed of what personal data is being processed and that the processing takes place in a manner consistent with the purposes for which the personal data was collected. Prisma has policies for IT and information security and personal data processing that describe the responsibilities and rules for how Prisma's employees should use IT and data and Prisma continuously works to improve processes, routines and controls, and cooperates with its suppliers to ensure compliance with applicable rules. If Prisma, despite these measures, processes such personal data in breach of applicable data protection legislation, including the GDPR, there is a risk that Prisma may be required to pay sanctions for breaches of the GDPR (amounting to a maximum of the greater of MEUR 20 or four per cent. of the global annual turnover). If Prisma fails in its handling of personal data, is subject to breaches of legislation, fails to fulfil provisions of contracts, or if confidential or sensitive data is made public or available to others, it could have a material adverse effect on the Group's reputation and consolidated results.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is medium.

Risks related to corruption and fraud

Within the context of Prisma's operations, agreements relating to property acquisition and new development projects are regularly entered into, and which can amount to significant amounts. Business decisions, including entering into agreements, are made at different levels in the organisation. The risk of corruption is higher in certain markets and within certain functions, where sales, purchases, gifts and customer activities constitute Prisma's greatest risk areas. Prisma works to prevent and counteract corruption, bribery and fraud through procedures and internal control, and Prisma's view is that there is a well-functioning work method with system support. Within the Group, there is a clear authorisation procedure which reduces the risks resulting from decentralised responsibility for offers, customer agreements and supplier contracts. There are also codes of conduct in place for employees and suppliers,

as well as a whistleblower function. Despite these preventive measures, there is a risk that employees act unethically in relations with tenants and suppliers, for example by accepting or giving bribes, and that employees act fraudulently. The existence of, or allegations of, corruption or fraud may lead to legal proceedings and media attention and scrutiny, which in turn may cause Prisma to suffer financial loss as well as to incur damage to its brand and reputation, even if Prisma has not acted in a culpable manner. Legal penalties related to corruption and fraud can amount to significant amounts. If any of the above risks materialise, it could have an adverse effect on the Group's business, results and financial position.

The Company assesses that the probability of the risk described above materialising is low. If the risk materialises, the Company assesses that the negative impact is low.

RISK FACTORS SPECIFIC AND MATERIAL TO THE BONDS

Risks related to the nature of the Bonds

Unsecured obligations and structural subordination

The Bonds constitute unsecured debt obligations of the Company. If the Company will be subject to any foreclosure, dissolution, winding-up, liquidation, bankruptcy or other insolvency proceedings, the holders of Bonds normally receive payment after any prioritised creditors, including those which are mandatorily preferred by law, have been paid in full. Further, following prioritised creditors receiving payment in full, the holders of Bonds will have an unsecured claim against the Company for the amounts due under or in respect of the Bonds, which means that the holders of Bonds normally would receive payment pro rata with other unsecured creditors.

The Group has, as part of its financing, incurred debts to credit institutions and other lenders, and security over e.g. property owning Group companies and certain properties in form of share pledges and pledges over mortgage certificates has been provided in relation thereto. Such secured loans normally constitute a preferential claim on the relevant Group company. Subject to the provisions set out in the Terms and Conditions, the Company or any Group company may seek further financing in which case further pledges, as part of such new loans, may be provided. In addition, the Company may retain, provide or renew security over certain of its current or future assets to secure, *inter alia*, bank loans, either via the Company 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 Company will guarantee the Company's obligations under the Bonds.

Furthermore, the Terms and Conditions allow the Group to incur certain additional debt. If the Company'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 Company, which could have a negative impact on the bondholder's recovery under the Bonds.

The Company considers that the probability of the risk occurring is *low*. If the risks would materialise, the Company considers the potential negative impact to be *high*.

Dependence on subsidiaries

A significant part of the Group's assets and revenues relate to the Company's subsidiaries. Accordingly, the Company is dependent upon receipt of sufficient income related to the operation of and the ownership in such entities to enable it to make payments under the Bonds. The Company's subsidiaries are legally separate and distinct from the Company and have no obligation to pay amounts due with respect to the Company's obligations and commitments, including the Bonds, or to make funds available for such payments. The ability of the Company's subsidiaries to make such payments to the Company is subject to, among other things, the availability of funds.

Should the value of the business conducted in the subsidiaries or the associated companies decrease, and/or should the Company not receive sufficient income from its subsidiaries and associated companies, an investor's ability to receive payment under the Terms and Conditions may be adversely affected.

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

Risks related to the labelling of the green Bonds

The Company intends to use an amount equal to the net proceeds of the issue of the Bonds in accordance with the Company's green bond framework (the "**Green Bond Framework**"). However, there is currently no unequivocal definition of, legal or otherwise, or market consensus as to what constitutes a "green" or an equivalently-labelled project. Accordingly, there is a risk that any projects, asset or uses defined in the Green Bond Framework will not meet current or future investor expectations regarding such "green" or other equivalently-labelled performance objectives, in particular as future developments or legal requirements as to the definitions of "green", whether according to applicable law or regulations or by such investor's own by-laws, other governing rules or investment portfolio mandates, may change. Should the Bonds no longer be defined as "green" Bonds, or such term be developed in the future, the Group's green eligible assets may not reflect these developments.

There is a risk that the net proceeds from the Bonds can only partially, if at all, be used to finance or refinance projects that fulfil the conditions under the Green Bond Framework due to circumstances beyond the Group's control. For example, according to the Green Bond Framework the net proceeds from the Bonds may be applied towards *inter alia* constructing buildings which have a primary energy demand at least 10 per cent. lower than the threshold set for nearly zero-energy buildings according to national building regulations, and there is a risk that the Group does not receive the necessary permits or that the Group cannot build such new, or maintain such current, buildings on financially reasonable terms. Any part of the net proceeds from the Bonds which is not used to finance or re-finance such green eligible assets will regardless bear interest and result in higher finance costs for the Company. Should any projects which have been financed with the net proceeds from the Bonds only partially, if at all, achieve the environmental benefits that motivated the investments in the Bonds, the Company's reputation may deteriorate and may also be in conflict with the purpose of the investment in the Bonds.

A failure by the Company to apply the net proceeds of the Bonds in accordance with the Green Bond Framework does not give the investor a right to require that the Company shall repurchase or redeem any of their Bonds. Should the Company fail to apply the net proceeds in accordance with the Green Bond Framework, there is a risk that investors consequently would be in breach of any investment criteria, mandates or guidelines with which an investor is required to comply with and could result in remedies under the relevant investment criteria, mandates or guidelines, which could result in investors facing, *inter alia*, claims or reputational damages. Further, no Event of Default under the Terms and Conditions will occur should the Bonds no longer be defined as “green” Bonds. The relevant holders of Bonds are in such case not entitled to early repayment or repurchase of Bonds or other compensation, which may result in the value of such Bonds decreasing.

The European Commission has adopted the taxonomy regulation (Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment) which entered into force in full on 1 January 2023 (the “**Taxonomy Regulation**”). The Taxonomy Regulation entails stricter requirements in terms of assessing sustainable investments. The Taxonomy Regulation may affect the assessment of whether the Bonds are “green”, and the Company’s non-compliance with the requirements under the Taxonomy Regulation may cause the Bonds ceasing to be defined as “green”. Due to the rapidly changing market conditions for green securities, there is a risk that current or future investor expectations will not be met which could negatively affect the secondary trading of the Bonds. Furthermore, should such market conditions significantly change, there is a risk that an investor of the Bonds cannot trade its Bonds at attractive terms, or at all, or that any possession of Bonds is connected to reputational damage.

The Company considers that the probability of the Company facing adverse effects relating to the labelling of the Bonds as “green” is *low*. If the risk were to occur, the Company considers the potential negative impact to be *high*.

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 will bear a floating rate interest comprising a base rate such as 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 has led to that certain used benchmarks, such as LIBOR and EURIBOR will be discontinued, leading to that, among other things, existing financing arrangements will have to be renegotiated or terminated. There is a risk that also STIBOR will be discontinued, or that alternative benchmark rates will dominate market practice, leading to uncertainties in relation to the interest rate payable in relation to the Bonds. In accordance with the Terms and Conditions, STIBOR may be replaced following certain events, e.g. if STIBOR ceases to be calculated or administrated (defined in

the terms and conditions of the Bonds as a “**Base Rate Event**”). Increased or altered regulatory requirements and risks associated with any replacement of STIBOR following a Base Rate Event involve inherent risks, as the effects cannot be fully assessed at this point in time. Any upcoming replacement of STIBOR and/or other developments in relation to STIBOR could result in volatility in STIBOR and the calculation of the interest rate of the Bonds, which in turn could result in an adverse negative effect on an investment in the Bonds.

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

Risks related to the bondholders’ rights and representation

Risks relating to actions against the Company and bondholders’ representation

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

Furthermore, the agent’s right to represent holders of Bonds 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 Swedish court has held that such right in certain circumstances does not exist, meaning that the bondholders in question were unable to take action in court against the issuer through the agent without the requisite powers of attorney. Although the relevant case law on this subject does not, as of now, create a precedent, if this judgment 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 holders of Bonds to protect their rights under the terms of the Bonds in formal court proceedings.

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

Risks related to the admission of the Bonds to trading

Liquidity risks and secondary market

Pursuant to the Terms and Conditions, the Company has undertaken to have the Bonds admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other regulated market) within sixty calendar days after the first issue date. There is a risk that the Bonds will not be admitted to trading within the stipulated timeframe, or at all. If the Company fails to admit the Bonds to trading within sixty

calendar days, 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, active trading in the securities may not always occur and thus, there can be no assurance that a liquid market for trading in the Bonds will exist or be maintained. If a liquid market for trading in the Bonds does not exist or cannot be maintained, it may lead to holders of Bonds 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, or can only sell their Bonds at a loss. Consequently, lack of liquidity in the market may have a negative impact on the market value 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 Company considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Company considers the potential negative impact to be *medium*.

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	Prisma Properties AB (publ), Swedish reg. no. 559378-1700.
Resolutions, authorisations and approvals	The Issuer’s board of directors resolved to issue the Bonds on 17 December 2025.
The Bonds offered.....	Senior unsecured callable floating rate green bonds in an aggregate principal amount of SEK 250,000,000 due 19 May 2029.
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 offered.....	In total, 200 Bonds will be admitted to trading on the sustainable bond list of Nasdaq Stockholm. A maximum of 600 Bonds may be issued under the Terms and Condition.
ISIN.....	SE0025166176.
Issue Date.....	21 January 2026.
Price	All Bonds issued on the Issue Date have been issued at an issue price of 100.25 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, initially 3 month STIBOR, plus (ii) 250 basis points <i>per annum</i> , as adjusted by any application of Clause 18 (<i>Replacement of Base Rate</i>) in the Terms and Conditions. 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 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 19 February, 19 May, 19 August and 19 November each year (with the first Interest Payment Date being on 19 February 2026 and the last Interest Payment Date being the Final Redemption Date, 19 May 2029), provided that if any such day is not a Business Day, the Interest Payment Date shall be 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. Interest will accrue from, but excluding, the First 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	19 May 2029.
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 other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory regulation.
Use of Proceeds.....	An amount equal to the Net Proceeds from the Bond Issue shall be used in accordance with the Issuer's Green Bond Framework dated November 2025.

Call Option

Call Option	The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling on or after the First Call Date up to (but excluding) the Final Redemption Date at an amount per Bond equal to the applicable call option price 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 a Change of Control, a De-listing or a Listing Failure occurring, 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 one hundred and one (101.00) per cent. of the Nominal Amount (plus accrued and unpaid Interest) during a period of twenty (20) calendar days from the effective date of a notice from the Issuer of the relevant event, in accordance with Clause 11.5 (<i>Mandatory repurchase due to a Change of Control, 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 one or more Persons, other than the Main Shareholder, being funds managed by Alma Property Partners AB (Swedish reg. no. 556983-7585) or any of its Affiliates, acting in concert, acquire control over the Issuer and

where “**control**” means (a) controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer, or (b) 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) a situation where the shares of the Issuer are de-listed from the relevant MTF or Regulated Market or trading of the Issuer’s shares on the relevant stock exchange is suspended for a period of fifteen (15) consecutive Business Days or (b) that the Bonds, once the Bonds are admitted to trading on a Regulated Market and/or an MTF, are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and/or MTF (as applicable), and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds).

Listing Failure A Listing Failure means a situation where (a) the Initial Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm within sixty (60) calendar days after the First Issue Date or (b) any Subsequent Bonds have not been admitted to trading on the same Regulated Market as the Initial Bonds within sixty (60) calendar days from the relevant Issue Date.

Undertakings

Certain undertakings The Terms and Conditions contain a number of undertakings that restrict the ability of the Issuer and other Group Companies, including, among others:

- restrictions on making distributions;
- restrictions on issuing Market Loans and to create or permit to subsist any security or guarantees in respect of Market Loans;
- restrictions on disposals of assets;
- restrictions relating to dealings with related parties;
- undertaking to keep the Properties in a good state of repair and maintenance;
- undertaking relating to property valuations; and
- undertaking to meet the Maintenance Test.

Each of these covenants is subject to significant exceptions and qualifications. See the Terms and Conditions of the Bonds for more information.

Miscellaneous

Transfer restrictions 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, *e.g.*, 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 or the securities laws of any other jurisdiction.
Credit rating	No credit rating has been assigned to the Bonds.
Admission to trading	Application for admission to trading of the Bonds on the sustainable bond list of Nasdaq Stockholm, a Regulated Market, 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 3 February 2026. The total expenses of the admission to trading of the Bonds are estimated to amount to approximately SEK 150,000.
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 three (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.
Green Bonds	The Green Bond Framework dated November 2025 applies to the Bonds. The Issuer's Green Bond Framework may from time to time be subject to amendments by the Issuer. Any such amendments after the First Issue Date will not be applicable to the Bonds and the Bondholders. A failure by the

Issuer to apply the Net Proceeds of the Bonds in accordance with the Green Bond Framework does not give the Bondholders a right to require that the Issuer shall repurchase or redeem any of their Bonds. Further, no Event of Default under the Terms and Conditions will occur should the Bonds no longer be defined as “green” Bonds. The relevant Bondholders are in such case not entitled to early repayment or repurchase of Bonds or other compensation.

To enable Bondholders and other stakeholders to follow the development of the projects funded by Green Bonds, an allocation and impact report will be published annually for as long as there are any Green Bonds outstanding. The reports will be made available on Prisma’s website at www.prismaproperties.se together with the Green Bond Framework.

The Green Bond Framework dated November 2025 is aligned with the four core components of the Green Bond Principles from 2025 (the “**GBP**”) being: use of proceeds; asset evaluation and selection; management of proceeds; and reporting. The GBP has been established by the International Capital Market Association, and are voluntary guidelines for issuing green bonds. The Green Bond Framework dated November 2025 has been evaluated in November 2025 by the independent research firm Moody’s, which concluded that the Green Bond Framework dated November 2025 aligns with the four recommended components of the GBP and demonstrates a significant contribution to sustainability.

In accordance with the Green Bond Framework dated November 2025, an amount equivalent to the Net Proceeds from the Bonds shall be used to finance or re-finance, in whole or in part, a portfolio of projects and assets (“**Green Assets**”). Green Assets aim to support the transition towards a low-carbon future, as well as comply with Eligibility Criteria (as detailed in the Green Bond Framework). Green Assets may include fixed assets, capital expenditures (“**CapEx**”) and operational expenditures (“**OpEx**”). Fixed assets will qualify at the current balance sheet value, which will be updated annually to reflect regular depreciation. Capex available in the cashflow statement is subject to a three-year look-back period. OpEx available in the income statement is also subject to a three-year look-back period. The Net Proceeds of the Bonds will not be used to finance fossil fuel energy generation, nuclear energy generation, weapons, potentially environmental harmful resource extraction (such as rare-earth elements), gambling or tobacco.

The selection of Green Eligible Assets is managed by a dedicated group, the Green Bond Committee (“**GBC**”). Members of the GBC consist of the CSO, COO, CFO and Treasury Manager of the Issuer, and other internal representatives with specific expertise may be invited when deemed necessary. The GBC will convene at least annually. The role of the GBC is

to review, select and validate Green Assets. On behalf of the GBC, the finance team of the Issuer will annually review the list of approved Green Assets. Further, the GBC will oversee, approve and publish the allocation and impact report and govern the content of the Green Bond Framework.

The Issuer has committed to, on a best-effort basis, allocate the net proceeds from any issue of Green Bonds to Green Eligible Assets within 12 months from the relevant issue date of the Green Bonds. Pending full allocation of an amount equal to the net proceeds of outstanding Green Bonds, the unallocated proceeds will be held in the liquidity reserves and managed as such and will exclude any investments in activities listed in under Exclusion Criteria in the Green Bond Framework.

For more detailed information about the Issuer's current Green Bond Framework, please see the Issuer's website: www.prismaproperties.se.

DESCRIPTION OF THE ISSUER AND THE GROUP

Overview of the Issuer

Legal and commercial name.....	Prisma Properties AB (publ)
Corporate reg. no.	559378-1700
LEI-code.....	636700IALCXDTVXING25
Date of incorporation	25 April 2022
Date of registration.....	28 April 2022
Place of registration.....	Sweden
Legal form.....	Swedish public limited liability company
Jurisdiction and laws	The Issuer is registered with the Swedish Companies Registration Office (Sw. <i>Bolagsverket</i>) 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, Sweden
Head office and visiting address	c/o Prisma Properties AB, Mäster Samuelsgatan 42, SE-111 57 Stockholm, Sweden
Phone number.....	+46 (0)708 18 04 80
Website.....	www.prismaproperties.se (the information provided at the Issuer's website, does not form part of this Prospectus and has not been scrutinised or approved by the SFSA, unless explicitly incorporated by reference into the Prospectus)
Objects of the Issuer	The Company's business is to engage, directly or indirectly, in investment activities in real estate, to own and manage real estate and movable property, and to conduct activities compatible therewith.

History and development

The Company's legal and commercial name is Prisma Properties AB (publ) and it is a Swedish property company domiciled in Stockholm municipality, with Swedish reg. no 559378-1700. The Company was formed on 25 April 2022 and registered with the Swedish Companies Registration Office on 28 April 2022. According to the Company's articles of association, the objects of the Company are to engage, directly or indirectly, in investment activities in real estate, to own and manage real estate and movable property, and to conduct activities compatible therewith. The business conducted by the Group started in 2016, when the real estate investment firm Alma Property Partners started developing its property portfolio. Prisma Properties was officially founded in 2022, when it acquired property portfolios previously owned by Alma Property Partners I AB and Alma Property Partners II

AB through an acquisition in kind. The Company's shares are listed on Nasdaq Stockholm Main Market since 18 June 2024.

Business and operations

General

The Group's business model is to develop and own modern properties within the discount retail, grocery and quick-service restaurant (QSR) sectors. The Group operates in the Nordics and has a property portfolio valued at SEK 8.1 billion as at 30 September 2025, which mainly consists of newly developed properties with long-term leases. Prisma's property portfolio is located in strategic locations with high consumer accessibility in fast-growing regions. The properties are characterised by being located in areas of high traffic flows, adjacent to motorways, major roads or retail parks.

Business and operations

Property development

Prisma actively works with leading discounters to identify new development projects. Prisma continuously receives inbound requests for new establishments from current tenants and maintains a close dialogue with the tenants concerning potential projects identified by Prisma. Prisma is focused on sustainability and resource efficiency in its new construction, where measures such as environmental certification of properties and high-quality energy-efficient buildings enables opportunities for profitable management.

Property development is focused on matching the needs and growth strategy of a tenant. The key to Prisma's historically successful property development is the fact that rental agreements are signed before construction commences, with long-term double or triple net agreements, where the typical term is ten years for discount stores and 20 years for fast-food restaurants.

To ensure optimal cost control, fixed-price contractor agreements are negotiated with most contractors, except for some smaller agreements where a fixed price is not possible to negotiate due to project conditions. All project development is carried out for own long-term management, where the modern properties with a high degree of double or triple net leases results in a low management intensity.

Property management

Prisma has established an internal management organisation, founded on its existing close relationships with tenants where value-creating measures in existing portfolios are jointly identified. At the same time, Prisma proactively renegotiates its leases in order to maximise the rental income and average rental duration. Completed projects are kept for long term property management. Modern properties with double or triple net lease agreements are less management-intensive as the tenant is responsible for most of the property's expenses.

Material agreements

Neither the Group, nor any of its associated entities have entered into any material agreements not in the ordinary course of its business and that may affect the Company's ability to fulfil its obligations under the Bonds.

Overview of the Group

The Issuer is the ultimate parent company of the Group, consisting as per 30 September 2025 of 101 directly or indirectly wholly owned subsidiaries.

Since the Company is a holding company of the Group, the main business operations carried out by the Group are carried out by the Company's operating subsidiaries. The business operations carried out by the Group are described above.

Furthermore, since the majority of the revenue of the Group is derived from the Issuer's operational subsidiaries, the Issuer is dependent upon its subsidiaries in order to generate profit and cash flow and to meet its obligations under the Terms and Conditions.

Recent events particular to the Issuer

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 end of the last financial year for which the Group has published annual financial information, being the consolidated audited annual report for the period 1 January to 31 December 2024, to the date of this Prospectus.

There have been no significant changes in the financial performance of the Group since the end of the last financial period for which the Group has published interim financial information, being the interim financial report for the period 1 January to 30 September 2025, to the date of this Prospectus.

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.

OWNERSHIP STRUCTURE

Ownership structure

As of 30 September 2025, shareholders holding more than 5.00 per cent. of the shares in the Issuer were:

Shareholders	Share capital (%)	Voting rights (%)
Alma Property Partners II AB	35.08	35.08
Alma Property Partners I AB	20.28	20.28
Capital Group	5.95	5.95
Bonnier Fastigheter Invest AB	5.35	5.35

The Company's shares are denominated in SEK. Each ordinary share carries one vote and has equal rights in the Company's assets and profits and were listed on Nasdaq Stockholm as of 18 June 2024.

To ensure that the control over the Company is not abused, the Company complies with the Swedish Companies Act. In addition, the Company acts in accordance with the rules of procedure of the board of directors and the instructions for the managing director adopted by the Company. Having its shares traded at Nasdaq Stockholm, the Company also complies with the rules of such market place and the Swedish Corporate Governance Code (Sw. *Svensk kod för bolagsstyrning*).

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 board of directors of the Company currently consists of six members. The CEO and the CFO are responsible for the Company'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 division of duties between the board of directors and the CEO follows from Swedish law and is set out in the rules of procedure for the board of directors and instructions for the CEO.

The board of directors and the senior management may be contacted through the Company at its head office at Prisma Properties AB (publ), Mäster Samuelsgatan 42, SE-111 57, Stockholm, Sweden. Information regarding the members of the board of directors and the senior management, including significant commitments outside the Company, which are relevant for the Company, is set out below.

The Board of directors

Information on the members of the board of directors of the Issuer, including significant assignments outside of the Group that are relevant for the Issuer, is set forth below.

<i>Name</i>	<i>Title</i>	<i>Shareholdings (No. of shares)*</i>	<i>Independent in relation to the Company and its management</i>	<i>Independent in relation to the Company's major shareholders</i>
Simon de Château	Chairman	1,561,879	Yes	No
Jacob Annehed	Board member	50,000	Yes	No
Anna-Greta Sjöberg	Board member	10,000	Yes	Yes
Caroline Tivéus	Board member	2,102	Yes	Yes
Kristina Alvendal	Board member	3,800	Yes	Yes
Pontus Enquist	Board member	80,000	Yes	No

**Shareholdings of the members of the board of directors as of 30 November 2025.*

Simon de Château, born 1970

Simon de Château has been chairman of the board of directors since 2022. Current material commitments outside the Group are: Chairman of board of directors and founder of Alma Property Partners AB and chairman of board of directors in Arcane Group AB. Board member in NCC Aktiebolag, Atrium Ljungberg AB and Akka Egendom AB. Simon de Château holds 1,561,879 shares in the Issuer.

Jacob Annehed, born 1979

Jacob Annehed has been a member of the board of directors since 2022. Current material commitments outside the Group are: Board member and CFO of Alma Property Partners AB. Jacob Annehed holds 50,000 shares in the Issuer.

Anna-Greta Sjöberg, born 1967

Anna-Greta Sjöberg has been a member of the board of directors since 2023. Current material commitments outside the Group are: CFO of Consivo Group AB (publ). Anna-Greta Sjöberg holds 10,000 shares in the Issuer.

Caroline Tivéus, born 1979

Caroline Tivéus has been a member of the board of directors since 2023. Current material commitments outside the Group are: Senior Vice President and Director of Sustainable Business för Pandox AB (publ). Caroline Tivéus holds 2,102 shares in the Issuer.

Kristina Alvendal, born 1972

Kristina Alvendal has been a member of the board of directors since 2023. Current material commitments outside the Group are: National Industry Coordinator and Head of the Acceleration Office, and operates her own firm focused on strategic urban and real estate development. Kristina Alvendal holds 3,800 shares in the Issuer.

Pontus Enquist, born 1976

Pontus Enquist has been a member of the board of directors since 2025. Current material commitments outside the Group are: Lawyer and partner at Roschier Advokatbyrå AB. He is also a member of the Swedish Securities Council (Sw. *Aktiemarknadsnämnden*). Pontus Enquist holds 80,000 shares in the Issuer.

Executive management

Information on the executive management of the Issuer is set forth below.

Fredrik Mässing, born 1983

Fredrik Mässing has been CEO since 2022 and holds 1,257,556 shares and 2,343,198 warrants in the Issuer.

Martin Lindqvist, born 1970

Martin Lindqvist has been CFO since 2022 and holds 317,850 warrants in the Issuer.

Conflicts of interests within administrative, management and control bodies

Board members Simon de Château and Jacob Annehed serve as board representatives of the Company's majority shareholder Alma Property Partners and are therefore not independent in relation to the Company's major shareholders. Additionally, board member Pontus Enquist is a partner at the law firm that regularly assists the Company. Certain board members and members of the management of the Company hold, direct or indirect shares in, or have assignments in, other entities on the Swedish real estate market. Thus, situations can arise where aforementioned persons may have interests that conflict with the interest of the Group. In addition to the rules in 8 Chapter 23 Section of the Swedish Companies Act, the board members are required to report any conflict of interest as soon as it may have arisen pursuant to the rules of procedure for the board of directors.

Except for as set out above, there is no member of the board or the management of the Company that has private interests that may conflict with the interests of the Company. Even though no current conflicts of interests may exist, it cannot be disregarded that conflicts of interests may arise between entities of which board members or members of the management of the Company have assignments, as described above, and the Company.

Auditor

The Company's annual reports for the financial years ended 2021, 2022, 2023 and 2024 have been audited by Ernst & Young AB, with Gabriel Novella as the auditor in charge. Ernst & Young AB has been the Company's auditor since 2022. At the annual general meeting held in 2025, Ernst & Young AB was re-elected as the Company's auditor, with Gabriel Novella as the responsible auditor, until the annual general meeting in 2026. Gabriel Novella is a member of FAR. The business address of Ernst & Young AB is Ernst & Young Aktiebolag, Hamngatan 26, SE-111 47 Stockholm, Sweden.

SUPPLEMENTARY INFORMATION

Information about the Prospectus

This Prospectus has been approved by the Swedish Financial Supervisory Authority as competent authority under Regulation (EU) 2017/1129. The Swedish Financial Supervisory Authority only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. The Swedish Financial Supervisory Authority'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 21 January 2026 was resolved upon by the board of directors of the Issuer on 17 December 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

The Issuing Agent and the Bookrunners and/or their affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Issuing Agent and the Bookrunners 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. The chairman of the board of the Issuer is also the partner in charge at the law firm that assists with the issue of the Bonds which could give rise to conflicts of interest.

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.prismaproperties.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 2024, including the applicable audit report.

- The Group's consolidated and unaudited 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 2021, 2022 and 2023 are included below. The Group's consolidated audited annual reports for the financial year 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 Group's consolidated audited annual reports for the financial years ended 31 December 2024. All financial information in this Prospectus relating to the financial period 1 January – 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 2021, 2022, 2023 and 2024 have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB), and the interpretations provided by the International Financial Reporting Interpretations Committee (IFRIC) as adopted by the EU. In addition, the financial information for the financial years 2021, 2022, 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.

Auditing of the historical financial information

The financial information for the financial years 2021, 2022, 2023 and 2024 have been audited by the Company's auditor. The financial information for the financial period 1 January – 30 September 2025 has been subject to review by the Company's auditor. Other than the auditing of the Group's consolidated annual reports for the financial years 2021, 2022, 2023 and 2024 and the review of the Group's consolidated interim report dated as of 30 September 2025, the Company's auditor has not audited or reviewed any other parts of this Prospectus.



Historical consolidated financial statements for Prisma Properties AB for the periods from January to December for 2023, 2022 and 2021

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Consolidated statement of profit or loss

(MSEK)	Note	2023	2022	2021
Revenue	4	390.5	206.9	70.9
Property expenses	5	-60.8	-37.0	-5.9
Net operating income		329.7	169.9	65.0
Administration and other external expenses	6,7,8,9	-73.8	-49.6	-12.6
Financial income	10	3.2	0.1	1.1
Financial cost	11	-161.1	-62.4	-16.5
Income from property management		98.0	58.0	37.0
Realised changes in value of properties		-	4.6	-
Unrealised changes in value of properties	16	-162.3	252.7	124.1
Realised changes in value of derivatives		-0.4	6.1	-
Unrealised changes in value of derivatives	19	-45.1	37.5	2.0
Impairment of goodwill	13	-10.4	-6.5	-
Profit/loss before tax		-120.1	352.4	163.1
Deferred tax	12	-17.0	-65.7	-1.1
Current tax	12	-0.5	-19.3	-31.7
Profit/loss for the year		-137.6	267.4	130.3
Profit/loss for the year attributable to:				
Parent company's shareholders		-133.2	257.5	130.3
Non-controlling interests		-4.4	9.9	0.0
		-137.6	267.4	130.3
Earnings per share				
Earnings per share before and after dilution, SEK	25	-1.33	3.34	2.42
Consolidated statement of comprehensive income				
Profit/loss for the year		137.6	267.4	130.3
<i>Other comprehensive income that may be reclassified to profit or loss in subsequent periods (net of tax)</i>				
Translation differences for the year		-2.0	17.4	0.2
Other comprehensive income for the year		-2.0	17.4	0.2
Total comprehensive income/loss for the year		139.6	284.8	130.5
Total comprehensive income/loss for the year attributable to:				
Parent company's shareholders		-135.3	274.9	130.5
Non-controlling interests		-4.4	9.9	0.0
		-139.6	284.8	130.5



Consolidated statement of financial position

(MSEK)	Note	2023-12-31	2022-12-31	2021-12-31
ASSETS				
Non-current assets				
<i>Intangible assets</i>				
Goodwill	13	180.8	191.1	–
Capitalised expenditure for software	14	0.4	0.0	–
Ongoing projects	15	0.2	0.0	–
<i>Tangible assets</i>				
Investment properties	16	5,964.1	5,609.7	1,647.1
Equipment, tools and installations	17	0.4	–	–
Ongoing projects	18	1.3	–	–
Right-of-use assets	8	11.7	0.0	–
<i>Financial assets</i>				
Derivatives	19	18.4	67.9	1.8
Deferred tax assets	19	2.0	0.0	–
Other long-term receivables	19	1.0	0.0	–
Total non-current assets		6,180.3	5,868.8	1,648.9
Current assets				
Rental receivables	19	4.5	2.8	0.8
Other current receivables	20	33.8	23.8	14.2
Prepaid expenses and accrued income	21	63.9	57.9	10.9
Restricted cash	22	154.0	–	–
Cash and cash equivalents	23	40.9	167.8	26.9
Total current assets		297.1	252.3	52.8
TOTAL ASSETS		6,477.4	6,121.2	1,701.9

**Consolidated statement of financial position (cont.)**

(MSEK)	Note	2023-12-31	2022-12-31	2021-12-31
EQUITY AND LIABILITIES				
Equity				
Share capital	24	0.0	0.0	0.0
Other contributed capital	24	3,022.7	2,696.5	528.5
Reserves, translation differences	24	15.3	17.3	-0.1
Retained earnings, including profit/loss for the year		7.6	140.8	248.3
Total equity attributable to parent company's share-holders		3,045.5	2,854.6	776.7
Non-controlling interests		5.6	9.9	0.0
Total equity		3,051.1	2,864.6	776.7
Non-current liabilities				
Liabilities to credit institutions	19	2,466.7	2,578.0	674.6
Lease liabilities	8	7.8	-	-
Deferred tax liabilities	12	352.2	334.8	62.7
Total non-current liabilities		2,826.7	2,912.8	738.2
Current liabilities				
Liabilities to credit institutions	19	400.6	11.3	17.7
Trade payables	19	31.3	18.1	25.8
Income tax payables		25.7	31.2	0.0
Lease liabilities	8	3.3	-	-
Other liabilities	27	36.0	192.4	132.4
Accrued expenses and deferred income	28	102.8	90.9	11.1
Total current liabilities		599.6	343.8	187.0
TOTAL EQUITY AND LIABILITIES		6,477.4	6,121.2	1,701.9



Consolidated statement of changes in equity

(MSEK)	Share capital	Other contributed capital*	Translation reserve	Retained earnings including profit/ loss for the year	Total	Non-controlling interests	Total equity
Opening balance, 1 Jan 2021	0.0	385.1	-0.4	120.4	505.1	0.0	505.1
Profit for the year				130.3	130.3		130.3
Other comprehensive income			0.2		0.2		0.2
Total comprehensive income for the year	0.0	0.0	0.2	130.3	130.5	0.0	130.5
<i>Transactions with owners:</i>							
Group contributions paid				-2.4	-2.4		-2.4
Shareholders' contributions received		143.4			143.4		143.4
Total transactions with owners	0.0	143.4	0.0	-2.4	141.0	0.0	141.0
Closing balance, 31 Dec 2021	0.0	528.5	-0.1	248.3	776.6	0.0	776.6
Opening balance, 1 Jan 2022	0.0	528.5	-0.1	248.3	776.6	0.0	776.6
Profit for the year				257.5	257.5	9.9	267.4
Other comprehensive income			17.4		17.4		17.4
Total comprehensive income for the year	0.0	0.0	17.4	257.5	274.9	9.9	284.8
<i>Transactions with owners:</i>							
Dividends				-365.0	-365.0		-365.0
Shareholders' contributions received		2,168.0			2,168.0		2,168.0
Total transactions with owners	0.0	2,168.0	0.0	-365.0	1,803.0	0.0	1,803.0
Closing balance, 31 Dec 2022	0.0	2,696.5	17.3	140.8	2,854.6	9.9	2,864.6
Opening balance, 1 Jan 2023	0.0	2,696.5	17.3	140.8	2,854.6	9.9	2,864.6
Loss for the year				-133.2	-133.2	-4.4	-137.6
Other comprehensive income			-2.0		-2.0		-2.0
Total comprehensive income for the year	0	0	-2.0	-133.2	-135.3	-4.4	-139.6
<i>Transactions with owners:</i>							
New share issue	0	300.0			300.0		300.0
Shareholders' contributions received		26.2			26.2		26.2
Total transactions with owners	0.0	326.2	0.0	0.0	326.2	0.0	326.2
Closing balance, 31 Dec 2023	0.0	3,022.7	15.3	7.6	3,045.5	5.6	3,051.1

* Refer to Note 24 for more information.



Consolidated statement of cash flows

(MSEK)	Note	2023	2022	2021
Operating activities				
Profit/ loss before tax		-120.1	352.4	163.1
Adjustments for non-cash items	32	219.2	-294.4	-126.1
Income taxes paid		-6.6	0.0	0.0
Cash flow from operating activities before changes in working capital		92.4	58.0	37.0
<i>Cash flow from changes in working capital</i>				
Change in trade receivables		8.4	-19.6	-10.9
Changes in operating liabilities		-164.7	97.3	131.3
Cash flow from operating activities		-63.9	135.7	157.4
<i>Investing activities</i>				
Investments in intangible assets		-0.6	-	-
Investments in properties	16	-413.1	-485.7	-
Acquisition of properties		-111.4	-81.8	-625.6
Business combinations	32	-	-529.9	-
Investments in tangible assets		-1.7	-	-
Acquisition of derivatives	19	-	-29.3	-
Proceeds from sales of derivatives	19	4.2	-	-
Acquisition of financial assets		-155.0	-	-
Cash flow from investing activities		-677.6	-1,126.6	-625.6
<i>Financing activities</i>	32			
Proceeds from borrowings		390.3	2,421.0	337.3
Repayment of loans		-102.5	-1,289.3	-
Shareholders' contributions received		26.2	-	143.4
New share issue		300.0	-	-
Group contributions received		-	-	2.6
Cash flow from financing activities		614.0	1,131.7	483.3
Cash flow for the year		-127.5	140.8	15.2
Cash and cash equivalents at the beginning of the year		167.8	27.0	11.8
Exchange-rate difference in cash and cash equivalents		0.6	0.0	0.0
Cash and cash equivalents at the end of the year		40.9	167.8	27.0
Additional disclosures on the statement of cash flows				
Interest received		3.2	0.1	1.1
Interest paid		-148.5	-55.1	-12.9



Notes

// Note 1 General information

These historical financial statements cover the Swedish parent company Prisma Properties AB ("Prisma"), corporate identity number 559378-1700, and its subsidiaries. The object of the Group's operations is to, directly or indirectly, carry out investments in properties, own and manage real and movable property, and engage in associated activities.

The parent company is a limited liability company in Sweden with its registered office in Stockholm, Sweden. The address of the head office is Mäster Samuelsgatan 42, SE-111 57 Stockholm, Sweden

// Note 2 Accounting policies

Basis of preparation of the financial statements

The historical financial statements for the 2023, 2022 and 2021 financial years have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) as adopted by the EU and the interpretations issued by the IFRS Interpretations Committee (IFRS IC). The Group has also applied the Swedish Annual Accounts Act (1995:1554) and Recommendation RFR 1 "Supplementary Accounting Rules for Groups", issued by the Swedish Financial Reporting Board.

The historical financial statements for the 2023, 2022 and 2021 financial years have been prepared based on the going concern assumption. Assets and liabilities are measured based on cost, with the exception of investment properties and certain financial instruments, which are measured at fair value.

The preparation of financial statements in accordance with IFRS requires the use of several estimates by management for accounting purposes. Those areas that include a high level of judgement, that are complex or where assumptions and estimates are of material importance for the historical financial statements for the 2023, 2022 and 2021 financial years are stated in Note 3 Significant estimates and judgements. These judgements and assumptions are based on historical experience and on other factors considered reasonable under the prevailing circumstances. Actual outcomes may differ from judgements made if such judgements are changed or other circumstances are in place.

Unless otherwise indicated, the following accounting policies have been applied consistently in all periods that are presented in the consolidated historical financial statements. Group accounting policies have been applied consistently by the companies in the Group.

Basis for the preparation of the historical financial statements for the 2023, 2022 and 2021 financial years

Prisma Properties AB was founded in April 2022. On 30 June 2022, a number of transactions were completed whereby Prisma Properties AB acquired all of the shares in Alma Stämpeln I AB, Alma Växjö I AB, Propulus Real Estate AB and Propulus Real Estate II AB. Prior to the transactions, Alma Stämpeln I AB, Alma Växjö I AB and Propulus Real Estate AB were controlled through indirect ownership by Alma Property Partners I AB, while Propulus Real Estate II AB was controlled by Alma Property Partners II AB. No joint controlling influence over the four companies is deemed to have existed prior to the transactions. Through the transactions, the Selling Shareholders received common shares in Prisma Properties AB in exchange for their previous ownership in the four companies.

Since Prisma Properties AB was a newly started company at the time of the transaction and paid with its own shares to complete the transactions, for accounting purposes, the transactions are treated as acquisitions whereby one of the four companies acquired the other companies. Based on the IFRS accounting principles for business combinations, the largest of the four companies, Propulus Real Estate II AB, has for accounting purposes been assessed as the acquirer of the other companies. The effect of this assessment is that the Group's historical accounts comprise the financial records for the Propulus Real Estate II AB group and the consolidation of the operations of Alma Stämpeln I AB, Alma Växjö I AB and Propulus Real Estate AB in the consolidated financial statements from the acquisition date 30 June 2022. From 30 June 2022, Prisma Properties AB is the parent company of the Group. The acquisition analyses are presented in Note 30.

New IFRS standards

On 1 January 2023, the IASB's amendments to IAS 1 Presentation of Financial Statements entered into force with regard to the disclosure of applied accounting policies. The amendments entail that Prisma must disclose material information on accounting policies instead of disclosing significant accounting policies. This has resulted in a review of the accounting policies described in these financial statements.

The amendments to IAS 12 Income Taxes, which apply from 1 January 2023, entail limitations to the exception for initial recognition of temporary differences under IAS 12 in cases where the transactions give rise to taxable and deductible temporary differences of equal amounts. The amendment to IAS 12 is not considered to have any material impact on Prisma's historical financial statements.

No other new standards or interpretations that entered force after 31 December 2023 are assessed as having any material impact on Prisma's financial statements.

New IFRS and interpretations issued but not yet effective

The IASB has published amendments to IAS 1 regarding the classification of liabilities as current or non-current, which enter force in 2024. For an entity to classify a loan as a non-current liability, the entity must have the right to defer settlement for at least 12 months. The majority of arranged loans require the borrower to fulfil certain covenants on specific dates in order to retain the loan. Failure to meet said covenants could result in the borrower being required to repay the entire loan immediately. Any covenants associated with a loan should be taken into consideration when assessing whether or not the entity has the right to defer settlement for more than 12 months. Furthermore, disclosure requirements apply in the event of any settlement/repayment of a loan that is classified as long-term. During the year, Prisma will analyse the amendments to identify any impact on the Company's financial statements.

No other new standards or interpretations that entered force after 31 December 2023 are assessed as having any material impact on Prisma's financial statements.

Consolidation

Subsidiaries

Subsidiaries are companies that are under Prisma Properties AB's controlling influence. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. A controlling influence normally exists when the parent company directly or indirectly holds shares



representing more than 50 per cent of the votes. Controlling influence can also be exercised through other means than share ownership.

In connection with acquisitions, an assessment is made of whether the acquisition is a business combination or an asset acquisition. An acquisition is classified as a business combination if the acquisition comprises resources ("input") and a material process that together make a clear material contribution to generating a return ("output"). For some acquisitions, Prisma performs a concentration test, which entails the Group conducting a simplified assessment of whether the fair value of the gross assets acquired can substantially be attributed to one asset (property/properties) or a group of similar assets. Prisma makes the assessment that the acquisition comprises an asset acquisition in the event that the test shows that essentially the entire value of the gross assets acquired can substantially be attributed to one asset (property/properties) or a group of similar assets.

The acquisition method is used for reporting the Group's business combinations. The acquisition analysis determines the fair value on the acquisition date of the identifiable assets, assumed liabilities and any non-controlling interests. Earnings for periods in the current financial year when acquired subsidiaries were not under controlling influence have not been included in the consolidated statement of profit or loss and have instead been recognised in acquired equity.

For asset acquisitions, the purchase consideration, including acquisition costs for the individually acquired assets and liabilities, is based on the fair value at the acquisition date. Deferred tax is not recognised on initial temporary differences. Full deferred tax is recognised based on temporary differences arising after the acquisition. Acquired investment properties are recognised at the following balance-sheet date at fair value, which can deviate from cost.

Acquisitions from and divestments to non-controlling interests are recognised as a transaction in equity.

Transactions eliminated on consolidation

Intra-group receivables and liabilities, income or expenses, and unrealised gains or losses arising in intra-group transactions between Group companies are eliminated in their entirety when preparing the consolidated financial statements.

Currency

Functional currency and presentation currency

The parent company's functional currency is Swedish kronor (SEK), which also constitutes the presentation currency for the parent company and the Group. This means that the financial statements are presented in SEK. All amounts, unless otherwise stated, are rounded to the nearest million Swedish kronor (MSEK). Rounding differences may occur.

Transactions in foreign currency

Transactions in foreign currency are translated into the functional currency at the exchange rate on the transaction date. Monetary assets and liabilities in foreign currency are translated into the functional currency at the exchange rate on the balance sheet date. Exchange rate gains and losses on intra-group transactions in the form of financing of foreign operations are recognised in net profit for the year under financial items. Foreign exchange gains and losses are recognised net in profit or loss, but are recognised gross in Note 10 and Note 11.

Translation of foreign operations

Assets and liabilities in foreign operations, including any goodwill and other consolidated surplus values and deficits, are translated from the foreign operation's functional currency to the Group's presentation currency, SEK, at the exchange rate prevailing on the balance sheet date. Income and expenses in foreign operations are translated to SEK at the average exchange rate as specified by the Swedish Central Bank, which constitutes an approximation of the foreign-exchange rates prevailing on each transaction date. Translation differences that arise on the translation of foreign operations are recognised in other comprehensive income and accumulated in a separate component under equity, known as the translation reserve. When a foreign operation is divested, the accumulated translation differences attributable to the operation are realised and are thus reclassified from other comprehensive income to net profit for the year.

Segment reporting

Operating segments are recognised in a manner that complies with the internal reporting submitted to the chief operating decision maker (CODM). The CODM is the function that is responsible for allocating resources and assessing the results of the operating segments. Prisma's Chief Executive Officer (CEO) has been identified as the CODM. An operating segment is a part of the Group that conducts operations from which income can be generated and costs incurred and for which independent financial information is available. Prisma monitors the business as a single unit whose earnings in their entirety are reported to and evaluated by the CODM. Accordingly, the Group only reports one segment.

Classification

Non-current assets and non-current liabilities consist essentially of amounts that are expected to be settled more than 12 months from the balance sheet date. Current assets and current liabilities comprise amounts that are expected to be settled within 12 months after the balance sheet date.

Revenue

The Group recognises revenue when its amount can be measured in a reliable manner, it is probable that future economic benefits will accrue to the Group and specific criteria have been met for each of the Group's operations. Revenue includes the fair value of what has been received or will be received for services sold in the Group's operating activities. Revenue is recognised exclusive of VAT and discounts, and after eliminating intra-group sales. The Group's revenue essentially comprises rental and service revenue.

Rental and service income

Income is allocated between rental and service income. Rental income includes customary rent charges. The Group recognises rental income pursuant to IFRS 16. Rental income from investment properties is recognised on a straight line based on the terms and conditions in the leases. All leases are classified as operating leases since Prisma, on the basis of the economic substance of the leases, has made the assessment that the Group retains all of the economic rewards and risks associated with ownership of the investment properties. Rent discounts are allocated over the term of the lease, except for discounts provided based on factors that temporarily limit the tenant's full utilisation of the leased premises (e.g., delayed leasehold improvements), which are recognised in the period to



which the limitation applies. Rental income from acquired properties is recognised from the acquisition date and for divested properties until the date of divestment.

Service income includes all other supplementary billing such as heating, water, cooling, waste disposal and other services. The Group recognises service income pursuant to IFRS 15. The income is recognised in the period in which the service was provided and delivered to the tenant. All of the Group's income is invoiced in advance and advance rent is recognised as deferred rental income in the statement of financial position.

Employee benefits

Pension plans

The Group has only defined-contribution pension plans.

Remuneration upon termination

An expense for benefits in connection with the termination of employment is recognised only if the Company is obligated, without any realistic possibility of withdrawal, by virtue of a formal detailed plan to prematurely terminate an employment contract.

Financial income and cost

Financial income

Financial income comprises interest income and any capital gains on sales of financial assets.

Financial cost

Financial cost mainly consists of interest expenses on loans and lease liabilities as well as foreign exchange losses. Financial costs are recognised in the period to which they are attributable. Foreign exchange gains and losses are recognised in a net amount.

Income taxes

Income tax comprises current tax and deferred tax. Income tax is recognised in net profit for the year, except when the underlying transaction is recognised in other comprehensive income or in equity, in which case the associated tax effect is also recognised in other comprehensive income or in equity.

Current tax is tax to be paid or refunded relating to the current year, with the application of the tax rates enacted, or in practice enacted, as of the balance sheet date. Current tax also includes adjustments of current tax attributable to prior periods.

Deferred tax is recognised in its entirety, according to the balance sheet method, on all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts.

Deferred tax assets on deductible temporary differences and loss carryforwards are only recognised to the extent that it is likely that these will be possible to utilise.

Deferred tax is applied using the tax rate of 20.6 per cent for Sweden, and 22 per cent for Denmark and Norway.

Goodwill

Goodwill arising on a business combination comprises the difference between the cost and the Group's share of the fair value of the net acquired identifiable assets on the date of acquisition. Goodwill is recognised as of the acquisition date at cost and thereafter at cost less deductions for any impairment. Goodwill is considered to have an indefinite useful life and is therefore tested for impairment on at least an annual basis.

When testing for any impairment, goodwill is allocated across the cash-generating units (CGUs) expected to benefit from the synergies arising from the acquisition. The CGUs comprise the properties remaining in the Group's ownership on the balance sheet date. If the recoverable amount of a CGU is determined at a lower value than the carrying amount, the carrying amount of the recognised goodwill attributable to the CGU is impaired. Impairment of goodwill cannot be reversed in subsequent periods.

For more information, refer to Note 13.

Impairment of non-financial assets

Non-financial assets

Non-financial assets are tested for impairment at least annually, or more often in the case of any indication that the carrying amount may not be recoverable.

When testing for any impairment, non-financial assets are allocated across the CGUs expected to benefit from the synergies arising from the acquisition. The CGUs comprise the properties included in the acquisitions of Propulus Real Estate AB, Alma Stämpeln I AB and Alma Växjö I AB that remain in the Group's ownership on the balance sheet date.

An assessment of the recoverable amount is performed in conjunction with annual testing of any need for impairment of non-financial assets. Since the CGUs comprise the properties included in the acquisitions of Propulus Real Estate AB, Alma Stämpeln I AB and Alma Växjö I AB, the recoverable amounts correspond to the respective property's fair value. The non-financial asset corresponding to the deferred tax liability arising in conjunction with business combinations as an effect of the difference between the tax base and fair value of investment properties is excluded from the value being tested for impairment.

Investment properties

The Group recognises investment properties at fair value.

Investment properties, meaning properties held to generate rental income and capital appreciation, are initially recognised at cost, including directly attributable transaction costs and excluding any tax discounts (acquired deferred tax). The recognition date of investment properties is the date of transfer of ownership unless the substance of the contractual arrangements relating to the economic transfer of ownership indicates otherwise. Following initial recognition, investment properties are recognised at fair value. Fair value is primarily based on prices in an active market and comprises the amount at which an asset could be transferred between knowledgeable, independent and willing parties. In order to determine the fair value of the properties at each individual accounting year end, an external market valuation is conducted for all properties.

Both unrealised and realised changes in value are recognised in the statement of profit or loss. The unrealised change in value is calculated on the basis of the period-end valuation compared with the valuation conducted at the beginning of the period, or alternatively, if the property was acquired during the period, at cost, taking investments in the current property portfolio during the period into account. Ongoing investments are included in the market valuation and the impact on the market value is assessed by the valuer on a case-by-case basis. The Group has an internal valuation process that ensures that external valuations are performed with accurate data and with assumptions that, to the Group's knowledge, are reasonable.

The carrying amount of an asset is derecognised from the statement of financial position on disposal through scrapping or divestment, or when no future financial benefits are

expected from the use or scrapping/divestment of the asset. Gains or losses arising on the divestment or disposal of an asset comprise the difference between the sale price and the carrying amount of the asset, less direct selling expenses. Gains and losses are recognised as Realised changes in value of properties.

Additional expenditures

Additional expenditures are added to cost only if it is probable that the future economic benefits associated with the asset will accrue to the Group, and are thus considered value enhancing, and the cost can be calculated reliably. Other maintenance costs and repair costs are expensed when incurred.

Leases

When a contract is signed, the Group establishes whether the contract is or contains a lease based on the substance of the agreement. A contract is or contains a lease if the contract transfers the right during a given period to determine the use of an identified asset in exchange for remuneration.

The Group as lessor

The Group is the lessor with respect to property leases, where the agreements are recognised as operating leases. The principles for recognising lease payments received are described in the section Income – rental income.

The Group as lessee

The Group recognises a right-of-use asset and a lease liability on the commencement date of the lease. One of the leases comprises a site leasehold. Site leaseholds are treated as perpetual contracts and are recognised at fair value. Site leaseholds are not depreciated and retain their value until such time as the site leasehold right is renegotiated. Since Site leaseholds are treated as perpetual contracts, they are not subject to repayment and the site leasehold right is recognised as an interest expense in statement of profit or loss. Other lease agreements, comprising contracts for the rental of premises and company cars, are recognised as a liability where the fixed payments are discounted using the interest rate implicit in the lease or with the Company's incremental borrowing rate if the implicit rate is unavailable. A corresponding right-of-use asset is recognised. Depreciation of right-of-use assets is performed on a straight-line basis and is recognised in property administration and central administration, while the interest is recognised in financial cost. Lease expenses for leases with a lease term of 12 months or less or with an underlying asset of low value are not recognised as a right-of-use asset.

Financial instruments

Financial instruments are every form of agreement that gives rise to a financial asset in one company and a financial liability or an equity instrument in another company. Recognition depends on how the financial instruments have been classified.

A financial asset is derecognised from the statement of financial position when the rights in the contract are realised, expire or the Group loses control of them. The same applies to a component of a financial asset. A financial liability is derecognised from the statement of financial position when the obligation in the contract is met or extinguished in another manner. The same applies to a component of a financial liability.

A financial asset and a financial liability are offset and

the net amount recognised in the statement of financial position only when there is a legally enforceable right to offset the amount, and there is an intention to settle the items on a net basis or to realise the asset and settle the liability simultaneously.

Acquisitions and disposals of financial assets are recognised on the settlement date, which is the date when the Group undertakes to acquire or dispose of the asset. The effect of gains and losses on financial instruments is recognised in statement of profit and loss. On every reporting date, the Group evaluates the need for impairment pertaining to expected credit losses for a financial asset or group of financial assets as well as any other existing credit exposure.

Classification and measurement

Unless otherwise indicated below, all financial instruments in the Group are initially recognised at cost, corresponding to the instrument's fair value with the addition of transaction costs. A financial instrument is classified on initial recognition based on, *inter alia*, the purpose for which the instrument was acquired and the character of the asset's contractual cash flows. This classification determines how the financial instrument is valued following the initial recognition. The Group holds financial instruments in the following categories and broken down by classification category:

Financial instruments measured at amortised cost

Rental receivables

Liabilities recognised at amortised cost are initially measured at fair value including transaction costs. Following initial recognition, they are measured at amortised cost using the effective interest method. The assets are encompassed by a loss allowance for expected credit losses. A provision is made for expected credit losses when a risk exists that settlement of the receivable, in full or in part, will not take place. Receivables are recognised net after correction of expected credit losses. Impairment of receivables is recognised in the statement of profit and loss.

Other long-term receivables and other receivables

Liabilities recognised at amortised cost are initially measured at fair value including transaction costs. Following initial recognition, they are measured at amortised cost using the effective interest method. The assets are encompassed by a loss allowance for expected credit losses. If the expected settlement date exceeds one year, the receivables are classified as Other long-term receivables, or otherwise as Other receivables.

Cash and cash equivalents

Cash and cash equivalents are recognised at nominal amounts on the balance sheet date. The item includes cash and bank balances as well as other immediately available balances at banks. Cash and cash equivalents are encompassed by loss allowance requirements for expected credit losses.

Trade payables

Trade payables are recognised in nominal amounts on receipt of the invoice.



Liabilities to credit institutions

Interest-bearing liabilities are recognised at amortised cost, including transaction costs. Non-current liabilities have an expected term of more than one year and current liabilities have an expected term of less than one year. Borrowing costs are recognised in the statement of profit and loss in the period to which they are attributable. Accrued interest is recognised as part of short-term borrowing from credit institutions in the event that settlement of the interest is expected within 12 months of the balance sheet date.

Other current liabilities

Liabilities recognised at amortised cost are initially measured at fair value including transaction costs. Following initial recognition, they are measured at amortised cost.

Financial instruments measured at fair value through profit or loss

Derivatives

Primarily comprise interest-rate swaps for managing the Group's interest rate risk. Initial recognition is performed at cost and thereafter at fair value based on discounted future cash flows under the derivative contract. Changes in value are recognised in the statement of profit and loss since they are not deemed to comprise hedging instruments. Unrealised changes in value pertain to changes in fair value during the designated period and realised changes in value pertain to the difference between the redemption value and the carrying amount according to the most recently adopted annual report. A breakdown is provided in Note. Whether derivatives are recognised as short- or long-term is determined by the maturity of the contract.

Impairment of financial assets

Financial assets

At the end of each reporting period, the Group assesses whether there is objective evidence that a financial asset or group of financial assets requires impairment. Under IFRS 9, financial assets are encompassed by a loss allowance for expected credit losses. Impairment is forward-looking and a loss allowance is made as soon as any credit risk arises. The loss allowance normally takes into account the present value of the shortfall in cash flows received over the next 12 months or for the expected remaining lifetime. The Group applies the modified retrospective approach for the Group's trade receivables (not cash and cash equivalents), which means that a loss allowance is recognised for the expected remaining lifetime of the receivable. An assessment is made based on historical credit losses and an assessment of the future possibility of receiving compensation. The criteria used by the Group to determine whether objective evidence exists of a need for impairment include significant financial difficulties for the issuer or debtor, contract breach such as non-payment or delayed payment of interest or principal, or that the borrower is likely to enter bankruptcy or some other form of financial reconstruction.

Any impairment of financial assets is recognised in the statement of profit or loss. If, in a subsequent period, the impairment amount decreases and the decrease can be related objectively to an event occurring after the impairment was recognised, the reversal of the previously recognised impairment is recognised in the statement of profit and loss.

Dividends

Dividends to the parent company's shareholders are recognised as a liability in the consolidated financial statements in the period when the dividend is approved.

Equity

All of the Company's shares are common shares. The share capital comprises Series A, B, C and D shares as well as subordinated shares. Each A share entitles the holder to one vote, each B share entitles the holder to one and a half votes, each C share entitles the holder to one and a quarter votes, each D share entitles the holder to one vote and each subordinated share entitles the holder to ten votes at general meetings. The share capital is recognised at the quota value of the common share, and the excess portion is recognised as other contributed capital. Transaction costs that can be directly attributed to an issue of new shares are recognised, net of tax, in equity as a deduction from the issue proceeds.

Borrowing costs

Prisma capitalises borrowing costs that are directly attributable to the purchase, construction or production of qualified assets as a component of the asset's cost. These comprise borrowing costs, meaning interest and other expenses incurred by the Group in conjunction with borrowing funds for the construction of investment properties. Other borrowing costs are expensed.

Cash flow

The statement of cash flows was compiled in accordance with the indirect method.

// Note 3 Significant estimates and judgements

The preparation of financial statements requires that management and the board make judgements and assumptions that affect the carrying amounts recognised for assets, liabilities, income and expenses, as well as other information disclosed. These judgements are based on experience and the various assumptions that are considered reasonable by management and the board in view of the prevailing circumstances. The actual results may subsequently deviate from these assessments and other conditions may arise. The estimates and assumptions are routinely evaluated and are deemed not to involve any significant risk of material adjustments in the carrying amounts of assets and liabilities during future periods. Changes in estimates are recognised in the period when the change is made if the change affects that period only, or in the period when the change is made and in future periods if the change affects the period in question as well as future periods. The following assessments are those deemed to have the most material impact on carrying amounts in the preparation of the consolidated financial statements.

The financial statements are particularly sensitive to assessments and assumptions that provide the basis for the valuation of investment properties. Investment properties are recognised at fair value, which is determined by management based on the properties' external market valuations. Significant estimates have thus been made concerning such items as the cost of capital and yield requirement that are based on the appraisers' experience-based assessments of market return requirements for comparable properties. Cash flow projections for operating, maintenance and administration costs are based on actual costs but also on experience from comparable properties. Future investments have been assessed based on actual requirements. Valuations normally apply a valuation range of +/-5–10 per cent to reflect the uncertainty inherent in the assumptions and estimates made. Information on significant assumptions and uncertainties in the valuation of



investment properties is provided in Note 16.

In connection with company acquisitions, an assessment is made of whether the acquisition should be classified as an asset acquisition or a business combination. A transaction qualifies as an asset acquisition if it pertains to properties, but excludes an organisation and the administrative processes required for property management. Other acquisitions are business combinations. When property transactions are conducted, an assessment is made of when the transfer of contracts, risks and benefits will occur. This assessment is used as guidance when the transaction is to be recognised. For every single acquisition, management makes an assessment of whether the transaction should be recognised as a business combination or an asset acquisition, and when it should be recognised.

tion, and when it should be recognised.

Taking into account the accounting regulations, deferred tax is recognised in nominal amounts without discounting. Deferred tax is applied using a nominal tax rate of 20.6 per cent for Sweden, and 22 per cent for Denmark and Norway. The actual tax is assessed as lower due in part to a tax-efficient approach to the sale of properties and in part to the time factor. When valuing loss carryforwards, an assessment is made of the likelihood that the deficit can be utilised to offset future profits.

// Note 4 Allocation of revenue

MSEK	2023	2022	2021
<i>Income breakdown</i>			
Rental income from property management	345.0	186.6	67.3
Service income from tenants	45.5	20.3	3.6
Rental income as per statement of profit and loss	390.5	206.9	70.9
<i>Income per geographic area</i>			
Sweden	321.7	178.9	62.1
Norway	3.8	1.4	-
Denmark	65.0	26.7	8.8
Rental income as per statement of profit and loss	390.5	206.9	70.9

All rental contracts are classified as operating leases. The lease payments are paid monthly and quarterly in advance. The base rents for some of the leases are linked to consumer price index and are adjusted on the first day of each financial year. 19 (18; 17) leases have variable lease components in the form of turnover rent. In these cases, the annual rent before surcharges and deductions for any discounts amounted to MSEK 62.9 (46.2; 53.3). The contract maturity structure for the Group's portfolio is shown in the table below. The most common term of a newly signed contract is 1–15 years with a notice period of 6–12 months.

The table below shows rental income calculated on the basis of non-cancellable operating leases.

Maturity structure for contracted rent	Annual rent	% of total
2024	11.4	3.0%
2025	1.7	0.5%
2026	2.9	0.8%
2027	18.5	4.9%
2028 and later	342.7	90.9%
Total contracted rent	377.2	100%

Contractual future rental income	2023	2022
Contractual rental income within 1 year	373.2	288.7
Contractual rental income between 1 and 2 years	370.5	284.4
Contractual rental income between 2 and 3 years	368.2	282.3
Contractual rental income between 3 and 4 years	360.4	279.4
Contractual rental income between 4 and 5 years	344.2	267.1
Contractual rental income later than 5 years	1,712.2	1,434.8
Total	3,528.7	2,836.5

Non-current operating assets per country in which the Group has operations	2023	2022	2021
Sweden	4,878.0	4,880.8	1,353.0
Norway	50.5	29.5	-
Denmark	1,037.0	890.6	294.1
Total	5,965.4	5,800.8	1,647.1

Income is based on where the customers are located and the carrying amounts of the non-current operating assets are based on where the assets are located. Fixed assets in the above table include intangible assets (including goodwill) and tangible assets.

Prisma has one major tenant who accounts for more than 10 per cent of turnover. Total income from the customer amounted to MSEK 75.1 (49.0; 36.8).



// Note 5 Property costs

	2023	2022	2021
Property costs	-30.1	-13.0	-3.2
Property electricity	-9.8	-9.8	-
Maintenance costs (materials and services purchased)	-5.6	-1.6	-0.6
Property tax	-14.8	-9.2	-2.1
Other property costs	-0.4	-3.4	0.0
Total	-60.8	-37.0	-5.9

// Note 6 Auditors' fees

	2023	2022	2021
<i>Ernst & Young</i>			
Audit engagement	-3.2	-1.9	-0.3
Other auditing activities	-0.7	0.0	0.0
Tax advisory services	-0.1	0.0	0.0
Total	-4.0	-1.9	-0.3

Audit engagement refers to statutory audits of the annual and consolidated accounts, and accounting records and the administration of the Board and CEO, as well as other audits and assurance services conducted in accordance with agreements or contracts. This includes other duties that are incumbent on the Company's auditor as well as the provision of advice or other assistance resulting from observations in connection with such reviews or the performance of such other duties. Everything else is classified as other assignments.

// Note 7 Administration and other external expenses

	2023	2022	2021
Property management services	-6.2	-2.5	-8.1
Accounting services	-9.3	-5.6	-2.0
Consultancy fees	-16.9	-12.6	0.0
Consultancy fees, accounting and tax	0.0	-2.1	-
Legal expenses	-4.5	-6.6	-0.3
Transaction costs	0.0	-0.7	-
Personnel costs	-18.0	-6.7	-
Other operating expenses	-18.9	-12.8	-2.2
Total	-73.8	-49.6	-12.6



// Note 8 Leases

The Group's lease portfolio consists in its entirety of one site leasehold right agreement as well as leases for premises and company cars. The Group's total cost for site leasehold rights and leases was MSEK 1.0. The cost is recognised in the statement of profit or loss under financial cost.

	2023		2022		2021	
	Site leaseholds	Lease contracts and other right-of-use assets	Site leaseholds	Lease contracts and other right-of-use assets	Site leaseholds	Lease contracts and other right-of-use assets
Assets						
Opening balance	–	–	–	–	–	–
New contracts and renewed contracts	3.3	9.3	–	–	–	–
Depreciation	–	–1.0	–	–	–	–
Carrying amount at year end	3.3	8.3	0.0	0.0	–	–
	2023		2022		2021	
	Site leaseholds	Lease contracts and other right-of-use assets	Site leaseholds	Lease contracts and other right-of-use assets	Site leaseholds	Lease contracts and other right-of-use assets
Liabilities						
Non-current liabilities	3.3	4.5	–	–	–	–
Current liabilities	–	3.3	–	–	–	–
Carrying amount at year end	3.3	7.7	0.0	0.0	–	–
Maturity structure			2023	2022	2021	
Matures in <1 year			3.3	–	–	
Matures in 2–5 years			4.5	–	–	
Matures later than 5 years			3.3	–	–	
Total			11.1	0.0	–	
Lease-related items impacting earnings recognized in the statement of profit or loss			2023	2022	2021	
Lease depreciation, right-of-use assets			–1.0	–	–	
Interest expenses on lease liabilities			–0.3	–	–	
Total costs attributable to leases			–1.3	0.0	–	

// Note 9 Employees and personnel expenses

	2023		
	Average number of employees	Of whom women, %	Of whom men, %
Average number of employees			
<i>Parent company</i>			
Sweden	6	14%	86%
Total in parent company	6	14%	86%
<i>Subsidiaries</i>			
Sweden	0	0%	0%
Finland	0	0%	0%
Denmark	0	0%	0%
Total in subsidiaries	0	0%	0%
Total in Group	6	14%	86%
	2022		
	Average number of employees	Of whom women, %	Of whom men, %
Average number of employees			
<i>Parent company</i>			
Sweden	3	20%	80%
Total in parent company	3	0%	0%
<i>Subsidiaries</i>			
Sweden	0	0%	0%
Finland	0	0%	0%
Denmark	0	0%	0%
Total in subsidiaries	0	0%	0%
Total in Group	3	20%	80%



// Note 9 Employees and personnel expenses, cont.

Average number of employees	2021		
	Average number of employees	Of whom women, %	Of whom men, %
<i>Parent company</i>			
Sweden	0	0%	0%
Total in parent company	0	0%	0%
<i>Subsidiaries</i>			
Sweden	0	0%	0%
Finland	0	0%	0%
Denmark	0	0%	0%
Total in subsidiaries	0	0%	0%
Total in Group	0	0%	0%

Personnel expenses	2023	2022	2021
<i>Parent company</i>			
<i>Board of directors, CEO and other senior executives</i>			
Salaries and other benefits	8.0	3.8	–
Social security contributions	2.9	1.4	–
Pension expenses	1.6	0.8	–
Other personnel expenses	0.4	0.3	–
Total	12.9	6.2	0.0
<i>Other employees</i>			
Salaries and other benefits	3.2	0.4	–
Social security contributions	1.2	0.1	–
Pension expenses	0.5	0.0	–
Other personnel expenses	0.1	0.0	–
Total	5.1	0.5	0.0
Total in Group	18.0	6.7	0.0

100 per cent of the Group's employees are employed in the parent company.

Remuneration principles for senior executives

For 2023, remuneration of the CEO and other senior executives comprised of fixed salary and pension. A mutual notice period of 12 months applies for the CEO and other senior executives. No agreement exists with regard to severance pay to the CEO and other senior executives. The retirement age for the CEO and other senior executives is 66 years old, but from 2023, they are legally entitled to work until age 69. The pension commitments are defined-contribution-based plans, which means that the Company has no further obligation beyond paying the annual premiums.

Gender breakdown of the board, CEO and senior executives	2023		
	No. per the balance sheet date	Of whom women, %	Of whom men, %
Board of directors	5	60%	40%
Other senior executives	5	0	100%
Total in Group	10	30%	70%

Gender breakdown of the board, CEO and senior executives	2022		
	No. per the balance sheet date	Of whom women, %	Of whom men, %
Board of directors	3	0%	100%
Other senior executives	4	0%	100%
Total in Group	7	0%	100%

Gender breakdown of the board, CEO and senior executives	2021		
	No. per the balance sheet date	Of whom women, %	Of whom men, %
Board of directors	3	0	100%
Other senior executives	0	0	0%
Total in Group	3	0%	100%

**// Note 9 Employees and personnel expenses, cont.**

The gender breakdown pertains to the parent company.

	2023						Total
	Board fees	Committee fees	Fixed salary	Variable remuneration	Pension expense	Other benefits	
<i>Board members</i>							
Simon de Château	-	-	-	-	-	-	
Jacob Annehed	-	-	-	-	-	-	
Sloan Wobbeking*	-	-	-	-	-	-	
Kristina Alvendal**	0.3	0.1	-	-	-	-	0.3
Anna-Greta Sjöberg**	0.3	0.1	-	-	-	-	0.4
Caroline Tivéus**	0.3	-	-	-	-	-	0.3
<i>Senior executives</i>							
Fredrik Mässon, CEO			1.5		0.3	0.1	1.9
Other senior executives (4)			6.5		1.3	0.2	8.0

* Sloan Wobbeking's board assignment was terminated in connection with the 22 May 2023 Annual General Meeting, the amount pertains to remuneration until that date

** Kristina Alvendal, Anna-Greta Sjöberg and Caroline Tivéus were elected as board members on 22 May 2023, the amount pertains to remuneration from that date

	2022						Total
	Board fees	Committee fees	Fixed salary	Variable remuneration	Pension expense	Other benefits	
<i>Board members</i>							
Simon de Château	-	-	-	-	-	-	
Jacob Annehed	-	-	-	-	-	-	
Sloan Wobbeking*	-	-	-	-	-	-	
<i>Senior executives</i>							
Fredrik Mässon, CEO			0.7		0.2		0.9
Other senior executives (3)			3.0		0.6		3.6

	2021						Total
	Board fees	Committee fees	Fixed salary	Variable remuneration	Pension expense	Other benefits	
<i>Board members</i>							
Jacob Annehed	-	-	-	-	-	-	-
Sloan Wobbeking	-	-	-	-	-	-	-
Simon de Chateau	-	-	-	-	-	-	-
<i>Senior executives</i>							
Other senior executives (0)	-	-	-	-	-	-	-

// Note 10 Financial income

	2023	2022	2021
Interest income calculated using the effective interest method	3.2	0.1	1.1
Total	3.2	0.1	1.1

All interest expenses in the Group were attributable to items recognised at amortised cost.

// Note 11 Financial cost

	2023	2022	2021
Interest expenses calculated using the effective interest method	-148.5	-55.1	-12.9
Site leasehold rights	-0.3	-	-
Exchange difference on receivables	-7.4	-	-
Exchange difference on liabilities	-2.0	-1.0	-
Other financial expenses	-2.9	-6.3	-3.5
Total	-161.1	-62.4	-16.5



// Note 12 Income tax for the year

	2023	2022	2021
Current tax	-0.5	-19.3	-1.1
Deferred tax pertaining to temporary differences	-17.0	-65.7	-31.7
Tax recognised in profit or loss	-17.5	-85.0	-32.7

	2023	2022	2021
Reconciliation of effective tax rate			
Profit/ loss before tax	-120.1	352.4	163.1
Tax according to the parent company's current tax rate (20.6%)	24.7	-72.6	-33.6
Effect of other tax rates for foreign subsidiaries	0.0	-1.3	-0.1
Non-taxable income from the sale of shares in subsidiaries	-	1.0	-
Tax adjustment, preceding year	-1.4	-2.5	-
Non-taxable income	0.0	-	1.5
Non-deductible expenses	-0.6	-	-0.8
Non-deductible net interest	-10.2	-4.2	0.0
Tax effect of utilised, unrecognised loss carryforwards	-5.4	1.1	0.0
Tax effect of unrecognised deferred tax assets	-23.8	-5.5	-0.4
Other fiscal adjustments	-0.8	-1.0	0.6
Recognised tax	-17.4	-85.0	-32.7
Effective tax rate	-14.51%	24.12%	20.08%

The Group has no tax items that are recognised in other comprehensive income or directly against equity.

Disclosures on deferred tax liabilities

The tax effects of temporary differences are specified in the table below:

	2023	2022	2021
Deferred tax liabilities pertaining to investment properties and derivatives			
At beginning of the year	334.8	62.7	31.2
Business combinations	-	206.4	-
Recognised in the consolidated statement of profit or loss	12.8	65.7	31.7
Exchange differences for the year	-0.5	-	0.1
Change in deferred tax from preceding year	4.2	-	-0.3
Other items	-1.2	-	-
At year end	350.2	334.8	62.7

No deferred tax liabilities and tax assets have been offset in the periods.

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Deferred tax assets/Deferred tax liabilities			
Loss carryforwards	2.0	0.7	-
Derivatives	-3.8	-3.9	-0.4
Investment properties	-338.1	-328.2	-62.0
Untaxed reserves	-10.3	-3.4	-0.3
Carrying amount	-350.2	-334.8	-62.7

	Investment properties	Untaxed reserves	Loss carry-forwards	Derivatives	Total
Gross changes					
Opening carrying amount, 1 Jan 2023	-328.2	-3.4	0.7	-3.9	-334.8
Recognised:					
The year's change in profit or loss according to applicable tax rates	-11.6	-7.0	1.3	0.1	-17.1
Exchange-rate differences	0.5				0.5
Other items	1.2				1.2
Closing carrying amount, 31 Dec 2023	-338.1	-10.4	2.0	-3.8	-350.2

No comparative figures are available for 2022 and 2021.

// **Note 13 Goodwill**

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Opening balance	197.7	–	–
Acquisition of subsidiaries	–	197.7	–
Closing accumulated cost	197.7	197.7	–
Opening balance accumulated impairment	–6.5	–	–
Impairment for the year	–10.4	–6.5	–
Closing accumulated impairment	–16.8	–6.5	–
Carrying amount	180.8	191.1	–

The goodwill that has arisen within the Group in 2022 corresponds in full to the deferred tax liability arising as an effect of the difference between the tax base and fair value of investment properties in conjunction with business combinations. The impairment of goodwill is linked to unrealised decreases in value for the underlying investment properties. For a more detailed description of the business combinations, see Note 30.

// **Note 14 Capitalised expenditure for software**

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Opening balance	–	–	–
Purchases for the year	0.4	–	–
Closing accumulated cost	0.4	–	–
Opening accumulated amortisation	–	–	–
Amortisation for the year	0.0	–	–
Closing accumulated amortisation	0.0	–	–
Carrying amount	0.4	–	–

// **Note 15 Ongoing projects, intangible assets**

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Opening balance	–	–	–
Purchases for the year	0.2	–	–
Reclassifications	–	–	–
Closing balance	0.2	–	–

// **Note 16 Investment properties**

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Change in fair value of investment properties			
Opening balance, 1 Jan	5,609.7	1,647.1	893.9
Business combinations	–	2,330.4	–
Acquisition of properties	111.4	846.7	279.6
Investments in existing properties	413.0	485.7	346.9
Divestments	–	–1.6	–
Unrealised changes in value	–162.2	252.7	124.1
Exchange differences for the year	–7.8	48.9	2.6
Closing balance, 31 Dec	5,964.1	5,609.7	1,647.1

During the year, the Company acquired and took possession of one property in Norway, one property in Denmark and seven properties in Sweden with an underlying property value of MSEK 111.4. The acquisitions break down as MSEK 57.8 Sweden, MSEK 18.6 Denmark and MSEK 35.0 Norway. Of the acquisitions, four comprised direct acquisitions and the remainder were indirect asset acquisitions.



// Note 16 Investment properties, cont.

Fair value

The Group recognises investment properties at fair value. Fair value is defined as the amount on the balance sheet date at which an asset could be transferred between knowledgeable and independent market participants.

Valuation process

Properties are valued pursuant to the Group's valuation policy by external, independent property appraisers to assure the quality of fair value valuations. Valuations are performed quarterly for all properties with the exception of those properties taken possession of during the quarter. In these cases, the agreed property value is used.

Basis of property valuations

The value of the properties is calculated using a market-adapted cash-flow estimate in which an assessment is made of the market's expectations of the valuation object, by simulating the calculated future income and expenses. Property valuations are based on observable and non-observable inputs. The observable inputs with the greatest value impact mainly comprise current rents, actual operating and maintenance costs, planned investments and current vacancy rates. The non-observable inputs include yield requirements and expected rent and vacancy levels. Each property is valued individually without taking into consideration portfolio effects. The property value is established using both a location-based and a yield-based methodology. In the absence of transactions in a particular location or for a particular type of property, comparative

information is taken from similar locations or similar types of properties. The statement of cash flows takes into consideration current contractual terms, market conditions, rent levels, operating, maintenance and administration costs as well as any need for investment. The statement of cash flows comprises an assessment of the present value of the property's future net operating income during the calculation period as well as the present value of the property's residual value at the end of the calculation period. The residual value is assessed by applying perpetuity to an estimated market-based net operating income in the year after the end of the calculation period. Perpetuity is applied using a yield requirement determined with the help of the current transaction market for comparable properties, taking into account both direct and indirect (properties sold in companies) transactions. The discount rate used for the present value calculation of future cash flows comprises the yield requirement plus the assumed cash flow growth over the forecast period. The cash flow for operating, maintenance and administration costs is based on market and normalised expenses for operation, maintenance and property administration, whereby a correction is made for deviations. Investments are calculated on the basis of the assessed need for investment. The total value of the properties also includes a value for development rights, which is assessed through application of the location price method, which means that the assessment of the value is based on comparisons of prices for similar development rights.

Accordingly, fair value has been assessed at Level 3 of the fair value hierarchy in IFRS 13.

Inputs for fair value measurement (average)

2023	Weighted yield requirement (%)	Rental income (MSEK)	Net operating income (MSEK)	Cost of capital (%)	Long-term vacancy rate (%)
	6.53	377.20	314.00	8.63	2.86
Sweden	6.55	309.00	247.70	8.68	3.56
Range	5.68–8.42			7.80–10.59	2.00–6.92
Denmark	6.39	63.90	62.70	8.39	0.00
Range	5.65–7.50			7.65–9.50	0.00–0.00
Norway	7.44	4.20	3.60	9.50	0.00
Range	7.40–7.50			9.50–9.50	0.00–0.00

The values used for 2022 comprised a yield requirement of 6.53 per cent and a cost of capital of 5.86 per cent for the Group as a whole.

Uncertainty interval and sensitivity analysis

The impact on value of changes in yield requirements, rental income, net operating income, cost of capital and long-term vacancy rates. The various parameters are individually affected by different assumptions and normally do not interact consistently.

// **Note 16** Investment properties, cont.**Sensitivity analysis property valuations**

	Change	Impact on fair value, MSEK		
		Sweden	Denmark	Norway
Rental income	+/- 5 %	262.0 / -262.0	54.6 / - 54.8	1.3 / -1.3
Expected net operating income	+/- 5 %	236.6 / -236.6	53.3 / -54.2	1.1 / -1.1
Yield requirement at end of calculation, %	+/- 0.5 %	-327.2 / 382.4	-80.7 / 94.4	-1.7 / 1.6
Cost of capital, %	+/- 0.5 %	-212.3 / 227.3	-39.2 / 40.6	-1.6 / 1.7
Long-term vacancy rate, %	+/- 1.0 %	-34.1 / 34.1	-11.9 / 11.5	N/A

*According to Norwegian practice, sensitivity to changes in the long-term vacancy rate is not applicable to the properties in Norway since they are fully let to one tenant.

Higher inflation and thus higher rental income and/or higher net operating income positively impact fair value. A higher yield requirement negatively impacts fair value.

The sensitivity analysis for Prisma's property portfolio shows the impact of inputs based on market developments. The factors that particularly affect property values comprise the trend for rent levels and expected net operating income, both of which are affected by inflation, discount rates, yield requirements and long-term vacancy rates. The effect of possible fluctuations in these parameters is shown separately for each parameter broken down by geographic market.

While interactions between parameters are possible, it is not possible to quantify the impact due to the complexity of

the relationship. For example, vacancy rates and rent levels can influence each other. Where increased demand for premises is not met by a corresponding increase in supply, this may result concurrently both in lower vacancy rates and in rising rent levels. If, instead, increased demand is met by high vacancy rates, rent levels do not necessarily change.

Changes in demand for premises can also affect the risk in expected cash flows, which is reflected in changed discount rates and yield requirements. However, the effect is not necessarily that the parameters affect each other positively; for example, it may be that increased demand for premises is overshadowed by macroeconomic developments.

In addition, demand is not the only factor that can affect the parameters. Other factors could, for example, comprise changes in the portfolio, changes in buying and selling behaviour, political decisions and developments in the financial market.

// **Note 17** Equipment, tools and installations

	2023	2022	2021
Opening balance	-	-	-
Purchases for the year	0.4	-	-
Closing accumulated cost	0.4	-	-
Opening accumulated depreciation	-	-	-
Depreciation for the year	0.0	-	-
Closing accumulated depreciation	0.0	-	-
Carrying amount	0.4	-	-

// **Note 18** Ongoing projects, tangible assets

	2023	2022	2021
Opening balance	-	-	-
Purchases for the year	1.3	-	-
Reclassifications	-	-	-
Closing balance	1.3	-	-



// Note 19 Financial instruments

Refer to Note 1 for a description of the accounting policies for financial instruments.

Measurement of financial assets and liabilities at the end of the financial year

The tables below present the Group's financial assets and liabilities, recognised at their respective carrying amount and fair value, classified according to the categories in IFRS 9.

For all assets and liabilities, amortised cost is assessed as corresponding with fair value.

Categorisation of financial instruments as of 31 December 2023

	Financial assets at fair value through profit or loss	Financial assets at amortised cost	Total carrying amount	Fair value
Financial assets				
Rental receivables		4.5	4.5	4.5
Derivatives	18.4		18.4	18.4
Other long-term receivables		3.0	3.0	3.0
Other receivables		8.1	8.1	8.1
Accrued income		30.8	30.8	30.8
Cash and cash equivalents		40.9	40.9	40.9
Total financial assets	18.4	87.4	105.8	105.8

	Financial liabilities at fair value through profit or loss	Financial liabilities at amortised cost	Total carrying amount	Fair value
Financial liabilities				
Liabilities to credit institutions		2,867.3	2,867.3	2,867.3
Other non-current liabilities		360.0	360.0	360.0
Trade payables		31.3	31.3	31.3
Lease liability		11.1	11.1	11.1
Other current liabilities		36.0	36.0	36.0
Accrued expenses		93.0	93.0	93.0
Total financial liabilities	–	3,398.6	3,398.6	3,398.6

Categorisation of financial instruments as of 31 December 2022

	Financial assets at fair value through profit or loss	Financial assets at amortised cost	Total carrying amount	Fair value
Financial assets				
Rental receivables		2.8	2.8	2.8
Derivatives	67.9		67.9	67.9
Other receivables		7.0	7.0	7.0
Accrued income		23.5	23.5	23.5
Cash and cash equivalents		167.8	167.8	167.8
Total financial assets	67.9	201.1	269.0	269.0

	Financial assets at fair value through profit or loss	Financial assets at amortised cost	Total carrying amount	Fair value
Financial liabilities				
Liabilities to credit institutions		2,589.3	2,589.3	2,589.3
Trade payables		18.1	18.1	18.1
Other current liabilities		192.4	192.4	192.4
Accrued expenses		53.4	53.4	53.4
Total financial liabilities		2,853.1	2,853.1	2,853.1

// **Note 19** Financial instruments, cont.

Categorisation of financial instruments as of 31 December 2021

	Financial assets at fair value through profit or loss	Financial assets at amortised cost	Total carrying amount	Fair value
Financial assets				
Rental receivables		0.8	0.8	0.8
Derivatives	1.8		1.8	1.8
Other receivables		6.3	6.3	6.3
Accrued income		0.6	0.6	0.6
Cash and cash equivalents		26.9	26.9	26.9
Total financial assets	1.8	34.6	36.4	36.4

	Financial assets at fair value through profit or loss	Financial assets at amortised cost	Total carrying amount	Fair value
Financial liabilities				
Liabilities to credit institutions		692.3	692.3	692.3
Other non-current liabilities		0.9	0.9	0.9
Trade payables		25.8	25.8	25.8
Other current liabilities		132.4	132.4	132.4
Accrued expenses		4.6	4.6	4.6
Total financial liabilities		856.0	856.0	856.0

Fair value measurement

IFRS 13 Fair Value Measurement applies a valuation hierarchy for valuation inputs. The valuation hierarchy comprises three levels, namely:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., price quotations) or indirectly (i.e., derived from price quotations).

Level 3 – Unobservable inputs for the asset or liability (meaning non-observable data).

Fair value measurement**Interest-bearing receivables and liabilities**

For disclosure purposes, fair value for interest-bearing receivables and liabilities is calculated by discounting principals from future cash flows and by discounting interest payments to the current market interest rate. These items pertain to Level 2 of the fair value hierarchy. The Group has made the assessment that fair values correspond to carrying amounts given that the interest rate corresponds to the actual market interest rate and the credit margin is assessed as being the same as when the loan was arranged.

Interest-rate derivatives

The fair value of interest-rate swaps is based on the discounting of the estimated future cash flows under the terms of the contracts and maturity dates, and on the basis of the market interest rate on the balance sheet date. Interest-rate swaps pertain to Level 2 of the fair value hierarchy. This level entails valuation based on inputs other than quoted prices in Level 1 that are directly or indirectly observable for the asset or liability.

Current receivables and liabilities

For current receivables and liabilities, such as trade receivables and trade payables, which are expected to be settled within six months, the carrying amount is considered to be a good approximation of the fair value. No allocation to levels in the valuation hierarchy has been made for these items.

The Group has no financial assets or liabilities that are offset in the accounts or that are subject to legally binding netting agreements. The maximum credit risk of the assets comprises the net amount of the carrying amounts in the tables above. The Group did not receive any pledged collateral for the financial net assets.

// **Note 19** Financial instruments, cont.

Financial assets at fair value as of 31 Dec 2023	Level 1	Level 2	Level 3	Total
Derivatives		18.4		18.4
Financial assets at fair value as of 31 Dec 2022	Level 1	Level 2	Level 3	Total
Derivatives		67.9		67.9
Financial assets at fair value as of 31 Dec 2021	Level 1	Level 2	Level 3	Total
Derivatives		1.8		1.8

Changes for derivatives in Level 2 are presented below.

	2023	2022	2021
Opening carrying amount	67.9	1.8	-0.2
Acquisitions	-	29.3	-
Divestments	-4.6	-0.7	-
Remeasurements in profit or loss	-45.1	37.5	2.0
Exchange differences for the year	0.1	-	-
Closing carrying amount	18.4	67.9	1.8

There were no transfers between Levels 1 and 2 during the periods.

The age analysis of the rental receivables on the balance sheet date is specified below.

	2023	2022	2021
Rental receivables not yet due	3.4	2.1	0.8
Rental receivables past due 1–30 days	0.1	0.1	-
Rental receivables past due 31–90 days	0.5	-	-
Rental receivables past due >90 days	3.1	0.6	-
<i>Of which, impaired rental receivables</i>	-2.6	0.0	-
Closing carrying amount	4.5	2.8	0.8

Specification of impaired rental receivables

	2023	2022	2021
Opening balance, impairment	-	-	-
Reversal of previous impairment	-	-	-
Impairment for the year	-2.6	-	-
Closing balance, impairment	-2.6	0.0	0.0

The credit quality of receivables that are not past due or impaired is deemed good.

The Group's contractual and undiscounted interest payments and repayments of financial liabilities are shown in the table below. Amounts in foreign currency have been translated to SEK using the exchange rate on the balance sheet date. For financial instruments carrying variable interest rates, the interest rate on the balance sheet date has been used. Liabilities have been included in the earliest period when repayment can be demanded.

Maturity structure, financial liabilities 31 Dec 2023

	0–6 months	6–12 months	1–3 years	3–5 years	>5 years	Total
Liabilities to credit institutions ^{*)}	88.2	386.2	2,082.2	746.3	0.0	3,302.9
Trade payables	31.3					31.3
Lease liability	1.6	1.6	4.5		3.3	11.1
Other current liabilities	36.0					36.0
Total	157.1	387.8	2,086.6	746.3	3.3	3,381.2

^{*)} The item includes arrangement fees allocated over the term and undiscounted future interest payments, which explains the discrepancy between the note and the balance sheet.

// **Note 19** Financial instruments, cont.**Fixed-interest term**

	Loan amount	Share, %
Floating	909.2	32%
2024	357.1	12%
2025	759.0	26%
2026	649.7	23%
2027	11.0	0%
2028 and later	195.7	7%
Total	2,881.7	100%

Weighted average interest rate

Sensitivity analysis, interest-bearing liabilities

Floating 3 month STIBOR +/- 1 per centage point has an earnings impact of MSEK +8/MSEK -10.

Maturity structure derivatives

	Nominal amount	Market value	Average interest rate, %
2024	0.0	0.0	0.00%
2025	357.1	3.5	2.64%
2026	759.0	2.1	2.84%
2027	649.7	0.9	2.84%
2028 and later	195.7	11.8	1.23%
	1,961.5	18.3	2.64%

Capital management

The Group's aim with respect to its capital structure is to maintain, over time, an optimal asset and capital structure that is well suited to the activities of the Group. No changes in the Group's capital management occurred during the year.

The loan covenants entail that the loan-to-value ratio is not permitted to exceed 65 per cent or 60 per cent for one smaller credit agreement, and that the interest coverage ratio is not permitted to be lower than 1.75 per cent as well as various equity ratio requirements within the Group (between 25 per cent and 30 per cent). The loan covenants are followed up each quarter. All of the covenants had been met as of 31 December 2023.

// **Note 20** Other receivables

	31 Dec 2023	31 Dec 2022	31 Dec 2021
VAT receivables	25.6	16.9	7.9
Other receivables	8.1	7.0	6.3
Total	33.8	23.8	14.2

// **Note 21** Prepaid expenses and accrued income

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Prepaid interest expenses	–	11.8	0.5
Accrued income	30.8	33.8	0.6
Other prepaid expenses	33.1	12.3	9.8
Total	63.9	57.9	10.9

// **Note 22** Restricted cash

Restricted cash pertains to funds deposited of MSEK 154 (0; 0) for any future principal repayments within 12 months. This pertains to an accelerated repayment of principal against additional collateral in the cover pool in Q1 2024.



// Note 23 Cash and cash equivalents

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Cash and cash equivalents	40.9	167.8	26.9
Total	40.9	167.8	26.9

// Note 24 Equity

	Original shares	No. of series A shares	No. of series B shares	No. of series C shares	No. of series D shares	No. of subordinated shares	Total no. of shares
On 1 January 2021	50,000	–	–	–	–	–	50,000
On 31 December 2021	50,000	–	–	–	–	–	50,000
Transfer, parent company	–50,000	53,891,765	25,094,038	16,313,995	4,700,202	–	99,950,000
New share issue	–	–	–	–	–	100,000	100,000
On 31 December 2022	–	53,891,765	25,094,038	16,313,995	4,700,202	100,000	100,100,000
Reclassification	–	–37,217,609	–20,312,796	8,227,883	49,302,522	–	0
New share issue	–	–	–	–	10,214,156	1,100,000	11,314,156
On 31 December 2023	–	16,674,156	4,781,242	24,541,878	64,216,880	1,200,000	111,414,156

	No. of shares	Share capital
On 1 January 2021	50,000	50,000
On 31 December 2021	50,000	50,000
Transfer, parent company	99,950,000	–25,000
New share issue	100,000	25
On 31 December 2022	100,100,000	25,025
New share issue	11,314,156	2,526
On 31 December 2023	111,414,156	27,551

Share capital

As of 31 December 2023, the registered share capital comprised 111,414,156 shares in accordance with the allocation of shares above. The quota value is SEK 0.00025 per share.

Class of shares

All of the Company's shares are common shares. The share capital comprises series A, B, C and D shares as well as subordinated shares. Each A share entitles the holder to one vote, each B share entitles the holder to one and a half votes, each C share entitles the holder to one and a quarter votes, each D share entitles the holder to one vote and each subordinated share entitles the holder to ten votes at general meetings.

Other contributed capital

Other contributed capital comprises capital contributed by the Company's owners, e.g., the premium on a share issue and shareholders' contributions received.

Translation reserve	2023	2022	2021
Opening carrying amount	17.3	–0.1	–0.4
Change for the year	–2.0	17.4	0.2
Total	15.3	17.3	–0.1

// Note 25 Earnings per share

Earnings per share before and after dilution	2023	2022	2021
Profit/loss for the year attributable to parent company's shareholders	–133.2	257.5	130.3
Weighted average number of shares outstanding, before and after dilution ^{*)}	100,471,972	77,185,779	53,891,765
Earnings per share before and after dilution^{*)}	–1.33	3.34	2.42

^{*)} Prisma Properties AB was registered with the Swedish Companies Registration Office in April 2022 and shares outstanding increased to 100,000,000 in conjunction with Prisma Properties AB becoming the parent company of the Group. For accounting purposes Propulus Real Estate II AB was determined as acquirer and the shareholder of Propulus Real Estate II received 53,891,765 shares as part of the swap transaction. When calculating the average number of shares for earnings per share purposes, Prisma Properties AB has chosen to apply this number of shares for periods until 30 June 2022.

// **Note 26** Group companies

The holdings of the parent company, Prisma Properties AB, in direct and indirect subsidiaries included in the consolidated accounts are presented in the table below:

Company	Corp. ID Number	Registered office	Share of equity/voting rights		
			31 Dec 2023	31 Dec 2022	31 Dec 2021
Prisma Properties AB			Parent company	Parent company	-
Propulus Holding AB	559378-1718	Stockholm	100%	100%	-
Alma Växjö I AB	559073-6897	Stockholm	100%	100%	-
Alma Stämpeln I AB	559115-3704	Stockholm	100%	100%	-
Alma Stämpeln II AB	559115-3654	Stockholm	100%	100%	-
Handelsbolaget Stämpeln 1	916602-2179	Stockholm	100%	100%	-
Propulus Real Estate AB	559152-5273	Stockholm	100%	100%	-
Propulus Fast Food Real Estate AB	559152-5281	Stockholm	100%	100%	-
Propulus Fast Food Real Estate Sweden AB	559152-5489	Stockholm	100%	100%	-
BK Oskarshamn AB	559069-7453	Stockholm	100%	100%	-
BK Ronneby AB	559069-5663	Stockholm	100%	100%	-
Propulus Discount AB	559152-5265	Stockholm	100%	100%	-
DS Torsby AB	559035-1440	Stockholm	100%	100%	-
DJ Fagersta AB	559126-4063	Stockholm	100%	100%	-
DJ Hagfors AB	559126-3164	Stockholm	100%	100%	-
Handelsbygg Säfte 3 AB	556850-8203	Stockholm	100%	100%	-
DJ Markaryd AB	559262-9728	Stockholm	100%	100%	-
Propulus Market AB	559152-8954	Stockholm	100%	100%	-
Handelsplats Laholm AB	559126-8106	Stockholm	100%	100%	-
Propulus Real Estate II AB	559175-6738	Stockholm	100%	100%	Parent company
Propulus Fast Food II AB	559175-6720	Stockholm	100%	100%	100%
Propulus Conc AB	556676-8908	Stockholm	100%	100%	-
Propulus Market II AB	559219-7221	Stockholm	100%	100%	100%
EC i Åmål AB	559161-9498	Stockholm	100%	100%	100%
Svimraros AB	556945-0132	Stockholm	100%	100%	100%
Ljungkile MSM AB	556963-1871	Stockholm	100%	100%	100%
Ekeröd 6:11 AB	559303-3813	Stockholm	100%	100%	100%
Klippan Utveckling AB	559293-2668	Stockholm	100%	100%	-
Propulus Discount II AB	559175-6712	Stockholm	100%	100%	100%
Propulus Discount II Glasdörren 9 AB	559199-5047	Stockholm	100%	100%	100%
Propulus Exit I AB	559199-5054	Stockholm	100%	100%	100%
Propulus II Holding AB	559239-0289	Stockholm	100%	100%	100%
Brändåsen Fastighetsbolag AB	559197-0230	Stockholm	100%	100%	100%
Propulus Diner 1 AB	559255-3928	Stockholm	100%	100%	100%
Grums Karlberg 2:11 KB	969665-8294	Stockholm	100%	100%	100%
Kalmar Våghus KB	969665-8377	Stockholm	100%	100%	100%
Ulricehamn Fläred 1:16 KB	969665-8310	Stockholm	100%	100%	100%
KB Hagsta 3:39	969665-8443	Stockholm	100%	100%	100%
Nyköpings Våghus KB	969683-2766	Stockholm	100%	100%	100%
Propulus III Holding AB	559381-1846	Stockholm	100%	100%	-
Alma Uppsala I AB	559373-2851	Stockholm	100%	100%	-
Uppsala I Kungsängen AB	559375-7874	Stockholm	100%	100%	-
Propulus Real Estate III AB	559395-7953	Stockholm	100%	100%	-
Propulus III Romberga 2:63 AB	556881-8776	Stockholm	-	100%	-
Propulus III Romberga 2:66 AB	556982-0102	Stockholm	-	100%	-
Propulus III Stenhuggaren 14 AB	556989-1384	Stockholm	-	100%	-
Propulus III Kolarkojan 1 AB	559049-7359	Stockholm	-	100%	-
Propulus III Tjårdalen 2 AB	559047-1768	Stockholm	-	100%	-
Propulus III Stenhuggaren 5 AB	559094-8195	Stockholm	-	100%	-
Propulus Kassen 2 AB	559373-0723	Stockholm	100%	100%	-
Prisma Klockarbäcken Utveckling AB	559148-4489	Stockholm	50%	50%	50%



// Note 26 Group companies, cont.

Company	Corp. ID Number	Registered office	Share of equity/voting rights		
			31 Dec 2023	31 Dec 2022	31 Dec 2021
Prisma Klockarbäcken 26 AB	559220-2674	Stockholm	50%	50%	50%
Propulus Söderhamn AB	559325-2181	Stockholm	100%	100%	–
Fastigheten AJKA AB	559383-0986	Stockholm	100%	100%	–
Propulus Fast Food III AB	559385-6726	Stockholm	100%	100%	–
Torsvik Flahult 21:39 AB	559396-7580	Stockholm	100%	100%	–
Fastighets Motorn 3 i Karlskrona AB	559415-2158	Stockholm	100%	–	–
Propulus Handelsbygg Säffle AB	559413-6680	Stockholm	100%	–	–
Propulus III Valsta 3:50 AB	559193-1554	Stockholm	100%	–	–
Skålmynen i Mora AB	559368-1330	Stockholm	100%	–	–
Propulus Discount NO AS	928,880,753	Norway	100%	100%	–
Handelsbygg Frøya AS	927,421,682	Norway	100%	100%	–
Handelsbygg Hommelvik 2 AS	927,731,843	Norway	100%	–	–
Propulus Fast Food DK ApS	39 43 87 20	Denmark	100%	100%	–
Propulus Fast Food DK II ApS	40 27 81 09	Denmark	100%	100%	100%
Propulus Discount DK II ApS	41 80 44 59	Denmark	100%	100%	100%
Propulus Market DK II ApS	42 44 73 90	Denmark	100%	100%	100%
Propulus Market Dianalund ApS	36 45 58 29	Denmark	100%	100%	100%
Propulus Market Viborg ApS	39 94 76 76	Denmark	100%	–	–
BK Randers ApS	39 43 76 35	Denmark	100%	100%	100%

The primary activity of all direct and indirect subsidiaries comprises owning and managing real property.

// Note 27 Other liabilities

	31 Dec 2023	31 Dec 2022	31 Dec 2021
<i>Other current liabilities</i>			
Vendor loans	–	50.0	–
Current liabilities to owners	30.0	142.4	119.4
Other current liabilities	6.0	–	13.0
Total	36.0	192.4	132.4

// Note 28 Accrued expenses and deferred income

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Accrued interest expense	34.6	19.3	0.2
Deferred rental income	43.8	37.5	6.6
Accrued project expenses	–	11.6	–
Other accrued expenses	24.4	22.5	4.3
Total	102.8	90.9	11.1

// Note 29 Related party transactions

Both Simon de Château and Jacob Annehed are members of the boards of Alma Property Partners AB and Alma Property Partners II AB, and accordingly both companies are considered related parties. At the start of the year, the Group had a debt to Alma Uppsala Holding AB of MSEK 145, which was repaid in full in December. During the year, one short-term interest-free loan of MSEK 50 was taken up with the principal owner Alma Property Partners II AB, of which MSEK 20 had been repaid as of December. On the balance sheet date, the Group had a debt outstanding of MSEK 30 to Alma Property Partners II AB.

The Group has had a cost pertaining to fund-related management services of MSEK 6.2 (2.5; 0.0) pursuant to agreements with Alma Property Partners AB. A list of the Group's subsidiaries, which are also the companies that are related parties to the parent company, is presented in Note 26. For information on remuneration of senior executives, refer to Note 9 Employees and personnel costs.

// **Note 30 Business combinations****Acquisitions in 2022**

On 30 June 2022, the Group acquired 100 per cent of the shares and votes in Alma Stämpeln I AB. The company's operations encompass owning and managing properties. As of the acquisition date, Alma Stämpeln I AB had total assets of MSEK 1,381 and full-year net turnover of MSEK 74.

On 30 June 2022, the Group acquired 100 per cent of the shares and votes in Alma Växjö I AB. The company's operations encompass owning and managing properties.

As of the acquisition date, Alma Växjö I AB had total assets of MSEK 278 and full-year net turnover of MSEK 14.

On 30 June 2022, the Group acquired 100 per cent of the shares and votes in Propulus Real Estate AB. The company's operations encompass owning and managing properties. As of the acquisition date, Propulus Real Estate AB had total assets of MSEK 746 and full-year net turnover of MSEK 49.

Acquired net assets on the acquisition date	Alma Stämpeln I AB Fair value	Alma Växjö I AB Fair value	Propulus Real Estate AB Fair value
Investment properties	1,332.0	271.0	728.0
Current receivables	30.0	2.0	7.0
Cash and cash equivalents	19.0	5.0	11.0
Deferred tax liabilities	-121.6	-20.0	-56.0
Financial liabilities	-560.0	-107.0	-215.0
Debt to previous owners	-335.0	-53.0	-228.0
Current liabilities	-34.0	-18.0	-14.0
Identified net assets	330.4	80.0	233.0
Goodwill	121.6	20.0	56.0
Total purchase consideration	452.0	100.0	289.0
The purchase consideration comprises:			
Shareholders' contributions	452.0	100.0	289.0
Total purchase consideration	452.0	100.0	289.0

Goodwill of MSEK 197.7 arose in conjunction with the acquisition of Alma Stämpeln I AB, Alma Växjö I AB and Propulus Real Estate AB. The goodwill arose through the recognition of a deferred tax liability on the difference between the tax base and fair value of investment properties based on the values on the acquisition date 30 June 2022. Goodwill is not expected to be tax deductible.

Transaction costs of MSEK 0.7 arose in conjunction with the acquisition of Alma Stämpeln I AB, Alma Växjö I AB and Propulus Real Estate AB and have been recognised in the Group.

Impact of the acquisitions on the Group's cash flow	Alma Stämpeln I AB	Alma Växjö I AB	Propulus Real Estate AB
Cash and cash equivalents in acquired operations	19.0	5.0	11.0
Net cash inflow	19.0	5.0	11.0

During a period of six months until 31 December 2022, Alma Stämpeln I AB contributed income of MSEK 40.7 and profit after tax of MSEK 15.8 to the Group. If the acquisition had taken place at the beginning of the financial year, Propulus estimates that Alma Stämpeln I AB would have contributed income of MSEK 77.9 and profit after tax of MSEK 22.1 to the Group.

During a period of six months until 31 December 2022, Alma Växjö I AB contributed income of MSEK 9.3 and profit after tax of MSEK 8.9 to the Group. If the acquisition had taken place at the beginning of the financial year, Propulus

estimates that Alma Växjö I AB would have contributed income of MSEK 16.2 and profit after tax of MSEK 8.5 to the Group.

During a period of six months until 31 December 2022, Propulus Real Estate AB contributed income of MSEK 24.6 and a loss after tax of MSEK -1.5 to the Group. If the acquisition had taken place at the beginning of the financial year, Propulus estimates that Propulus Real Estate AB would have contributed income of MSEK 49.0 and profit after tax of MSEK 0.4 to the Group.



// Note 31 Pledged assets and contingent liabilities

	31 Dec 2023	31 Dec 2022	31 Dec 2021
Property mortgages	3,006.6	2,748.1	734.4
Participations in Group companies	1,842.1	–	43.2
Total	4,848.7	2,748.1	777.6

// Note 32 Statement of cash flows

Adjustments for non-cash items	2023	2022	2021
Depreciation, amortisation and impairment	11.4	–6.5	–
Realised changes in value of properties	–	4.6	–
Unrealised changes in value of properties	162.3	252.7	124.1
Changes in value of derivatives	45.5	43.6	2.0
Total	219.2	294.4	126.1

The note compiles the non-current and current liabilities affecting the Group's cash flow from financing activities.

1 Jan 2023	Items impacting cash flow	Non-cash items	31 Dec 2023
Non-current liabilities	Settlement of debt on divestment	Liabilities assumed in acquisitions	Currency effect
Liabilities to credit institutions	2,589.3	282.0	–
		–	–4.0
			2,867.3
1 Jan 2022			31 Dec 2022
Non-current liabilities	Settlement of debt on divestment	Liabilities assumed in acquisitions	Currency effect
Liabilities to credit institutions	692.3	1,133.0	–
		764.0	–
			2,589.3
1 Jan 2021			31 Dec 2021
Non-current liabilities	Settlement of debt on divestment	Liabilities assumed in acquisitions	Currency effect
Liabilities to credit institutions	132.0	337.0	–
		223.0	–
			692.0

Additional disclosures on cash flow from acquisitions of subsidiaries

Acquisitions of subsidiaries less cash and cash equivalents	2022
Investment properties	3,096.0
Other current receivables	39.0
Cash and cash equivalents	50.0
Acquired assets	3,185.0
Interest-bearing liabilities	–1,009.0
Other current and non-current liabilities	–786.0
Acquired net assets	1,390.0
Purchase consideration corresponding to 100 per cent of net assets	–1,390.0
Acquired cash and cash equivalents	50.0
Less: Shareholders' contributions	841.0
Less: Acquisitions through vendor loans	193.6
Cash consideration paid	–305.4
Repayment of debt in conjunction with acquisitions	–224.5
Acquisitions of subsidiaries less cash and cash equivalents	–529.9

// Note 33 Events after the balance sheet date

The Group acquired two properties in Sweden after the end of the financial year: one in Uppsala through a vendor loan with a property value of MSEK 35 and one in Huddinge municipality through an issue in kind of MSEK 274 after issue expenses where the property value amounted to MSEK 284. The share issue resulted in Bonnier Fastigheter Invest becoming a new shareholder in Prisma with slightly more than 7 per cent of the shares.

// Note 34 Financial risks and risk management

The Group's financial transactions and risks are managed centrally by the parent company through management and the board. The work entails a continuous process of risk management and risk documentation.

Risks related to changes in the property market and uncertainty in property valuations

The most important market-related factors when valuing the Group's properties consist of the supply and demand for commercial properties, and the yields acceptable to investors when acquiring properties. The property market is affected by market vacancy rates, which in turn are affected by several factors at both the micro and the macro levels, such as negative changes in the general economic climate, behavioural changes due to increased e-commerce or a pandemic as well as other external factors. The supply of commercial property is also affected by construction, operation and maintenance. Typically, the Group has no control over these types of market-related aspects and potential changes. A decrease in the properties' value due to changes in market-related factors would negatively impact the valuation of the Group's property portfolio, and therefore the Group's financial position. In turn, any deterioration of the financial position could negatively impact the business, including the possibility of generating growth.

Risks related to yields on properties

The Group depends on the yields from its properties, which are largely affected by the level of rental income, expenses and costs for operation, maintenance, refurbishment and management of the properties as well as by any required property investments. Rent levels and thus rental income are affected by, *inter alia*, the demand for and supply of retail premises. Furthermore, rental income is affected by the properties' occupancy rates, rent level trends and tenants' ability to pay. Occupancy rates and rent levels are largely determined by general and regional economic conditions and are influenced by a number of macroeconomic factors and regional economic development, such as employment trends, infrastructure changes, population growth and other demographic trends, inflation, interest rates and access to financing. As for the Group's business in general, occupancy rates and rent levels are also affected by other factors beyond the Group's control, such as the current security environment, including geopolitical instability, war and conflict, which are characterised by unpredictability and their capacity to develop and escalate rapidly as well as by the direct and indirect long-term effects of these factors on the global and Swedish economy.

The Group applies double net and triple net leases with its tenants, which means that, in addition to the rent, the tenant defrays most of the costs associated with the property. The lease structure entails a relatively good level of cost control and predictability in terms of operating and maintenance costs. Furthermore, the leases are long-term and have been entered into with primarily leading discounters (typically larger chains with growth potential), which is expected to generate stable rental income for the Group. The Group's financial position and performance could be negatively affected if occupancy rates or rent levels, despite the above and due to factors beyond the Group's control, were to decline or should the ability of the Group's tenants to pay rents or other fees to the Group deteriorate.

Risks associated with refinancing and existing loan terms and conditions

Access to capital, including borrowed capital, is critical for future growth. The Group uses construction loans in connection with the construction of properties and acquisition loans in connection with acquisitions. The Group has no credit rating at present. In 2022, the Group refinanced its existing loans with maturities of three, four and five years with reputable banks. However, future developments in the borrowing market are uncertain and many factors affect the Group's ability to successfully, or at all, raise borrowed capital and refinance its debt beyond its maturity, including for financing the growth of its business. These factors include, *inter alia*, declines in the value of the Group's properties. The relevant factors impacting developments in the borrowing market comprise inflation, the existence of war and interest rate levels. A negative movement in one or more of these factors could make it more difficult for the Group to raise borrowed capital. There is also a risk that even if it were possible for the Group to refinance its outstanding debt, the Group might be unable to do so on favourable terms. In the event the Group is unable to raise borrowed capital when needed or is unable to refinance its debt on advantageous terms, or at all, this would have a material adverse effect on the Group's growth prospects, existing operations, financial position and performance.

Interest rate risk

The Group is exposed to interest rate risk through its long- and short-term borrowing. Interest rate risk refers to the risk that fluctuations in the market interest rate will have a negative impact on the Group's earnings, cash flow and financial position. The Group's credit margin and fixed-interest periods pursuant to the loan agreements entered into are key factors for the existence of interest rate risk, whereby a lower credit margin and shorter fixed-interest terms entail higher cash flow predictability, but normally also higher interest rates.

Aside from the size of the interest-bearing liabilities, interest expenses are mainly affected by current market interest rates, credit institutions' margins and the Group's strategy regarding fixed-interest terms. Sweden's interest rate market is mainly sensitive to the expected rate of inflation and the Swedish Central Bank's policy rate. Increased market interest rates entail higher interest expenses, thereby posing a risk that any further increases in market interest rates will entail additional costs and lower margins for the Group, which could have a material adverse effect on the Group's financial position and performance. Moreover, interest rate increases could also negatively impact the ability to finance future property acquisitions.

***Credit and counterparty risk***

The Group is exposed to a risk that financial and commercial counterparties may be unable to meet their obligations on time. Financial counterparty credit risk pertains to surplus liquidity and banks being unable to fulfil their undertakings, while commercial counterparty credit risk pertains to unpaid trade receivables. Surplus liquidity is invested with low risk in deposit accounts and agreements are only entered into with reputable banks with high credit ratings. In addition, most trade receivables are due from tenants with good credit ratings, and the ability of new and existing tenants to pay the agreed rent is assessed on an ongoing basis. However, a few of the leases lack lease guarantees, or the agreed collateral has expired. Accordingly, the Group does not have collateral for all possible breaches by tenants of the lease agreements. As a consequence, companies in the Group that act as landlords under the leases may experience unforeseen losses due to an inability or unwillingness on the part of the tenant to discharge its obligations, such as the payment of rent.

Currency risk

Prisma Properties AB conducts operations in Sweden, Norway and Denmark, and is thereby exposed to risks in the form of translation from DKK and, to a lesser extent, NOK to SEK. Moreover, currency risk arises through business transactions and the carrying amounts of assets and liabilities. Furthermore, the supply of commercial properties is affected by construction and renovations.

Risks related to the ability to recruit and retain qualified staff and senior executives

Prisma Properties AB is highly dependent on a few experienced and skilled people, including managers and specialists. Their roles are critical to the Company's growth strategy and future success. As the Company has few employees and since its administration is substantially outsourced, each employee is important and influences the Company's development. The business, along with its growth and performance, could be negatively affected in the event that any of the key personnel were to leave Prisma Properties AB and the Company were unable to recruit an equivalent replacement in time. It is also important that the Company can continue to recruit skilled personnel to continue developing the business. Prisma Properties AB could be prevented from taking advantage of business opportunities and future operations and profitability could be adversely affected were the Company to lose key personnel or be unable to recruit the right people.



Independent auditor's report

To the Board of Directors of Prisma Properties AB, corporate identity number 559378-1700

Report on the consolidated accounts

Opinions

We have audited the consolidated accounts of Prisma Properties AB for the period of three years ended 31 December 2023. The consolidated accounts of the company are included on pages F-2 - F-31 in this document.

In our opinion, the consolidated accounts have been prepared in accordance with the Annual Accounts Act and present fairly, in all material respects, the financial position of the group as of the 31 December 2023, 31 December 2022 and 31 December 2021 and their financial performance and cash flow for each of the three financial years ending 31 December 2023 in accordance with International Financial Reporting Standards (IFRS), as adopted by the EU, and the Annual Accounts Act.

Basis for Opinions

We conducted our audit in accordance with International Standards on Auditing (ISA) and generally accepted auditing standards in Sweden. Our responsibilities under those standards are further described in the *Auditor's Responsibilities* section. We are independent of the group in accordance with professional ethics for accountants in Sweden and have otherwise fulfilled our ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

Responsibilities of the Board of Directors and the Managing Director

The Board of Directors and the Managing Director are responsible for the preparation of the consolidated accounts and that they give a fair presentation in accordance with the Annual Accounts Act and in accordance with IFRS as adopted by the EU. The Board of Directors and the Managing Director are also responsible for such internal control as they determine is necessary to enable the preparation of consolidated accounts that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated accounts, The Board of Directors and the Managing Director are responsible for the assessment of the group's ability to continue as a going concern. They disclose, as applicable, matters related to going concern and using the going concern basis of accounting. The going concern basis of accounting is however not applied if the Board of Directors and the Managing Director intends to liquidate the group, to cease operations, or has no realistic alternative but to do so.

Auditor's responsibility

Our objectives are to obtain reasonable assurance about whether the consolidated accounts as a whole are free from material misstatements, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs and generally accepted auditing standards in Sweden will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could

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reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated accounts.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated accounts, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Obtain an understanding of the group's internal control relevant to our audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors and the Managing Director.
- Conclude on the appropriateness of the Board of Directors' and Managing Director's use of the going concern basis of accounting in preparing the consolidated accounts. We also draw a conclusion, based on the audit evidence obtained, as to whether any material uncertainty exists related to events or conditions that may cast significant doubt on the group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated accounts or, if such disclosures are inadequate, to modify our opinion about the consolidated accounts. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause a group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated accounts, including the disclosures, and whether the consolidated accounts represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient and appropriate audit evidence regarding the financial information of the entities or business activities within the group to express an opinion on the consolidated accounts. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our opinions.

We must inform the Board of Directors of, among other matters, the planned scope and timing of the audit. We must also inform of significant audit findings during our audit, including any significant deficiencies in internal control that we identified.

Stockholm on the date of our electronic signature

Ernst & Young AB

Gabriel Novella
Authorized Public Accountant

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Incorporation by reference

The following information in the Group's consolidated audited annual reports for the financial year 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, <https://prismaproperties.se/investerare/finansiella-rapporter/>. For particular financial figures, please refer to the pages set out below.

Reference	Pages
The Group's consolidated interim report 1 January – 30 September 2025	
Consolidated income statement	14
Consolidated balance sheet	15
Consolidated cash flow statement	17
Consolidated changes in equity	16
Notes (including accounting principles)	18-19
Auditor's review	24
The Group's consolidated annual report 2024	
Consolidated income statement	40
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Notes (including accounting principles)	44-66
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TERMS AND CONDITIONS



Prisma Properties AB (publ)

Maximum SEK 750,000,000

Senior Unsecured Callable Floating Rate Green Bonds

2025/2029

ISIN: SE0025166176

First Issue Date: 19 November 2025

SELLING RESTRICTIONS

No action is being taken 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 by the Issuer to inform themselves about, and to observe, any applicable restrictions.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), 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.prismaproperties.se, www.nordictrustee.com and www.nordea.se.

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 or an Affiliate of a Group Company, 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 on or prior to the First Issue Date between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and the Agent.

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

“**Annual Report**” means the annual audited consolidated Financial Statements of the Group.

“**Base Rate**” means three (3) months STIBOR or any reference rate replacing STIBOR in accordance with Clause 18 (Replacement of Base Rate).

“**Bond Issue**” means the Initial Bond Issue or any Subsequent Bond Issue.

“**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).

“**Bonds**” 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 Initial Bonds and any Subsequent Bonds.

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

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

“Call Option Amount” means:

- (a) 101.000 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 30 months after the First Issue Date;
- (b) 100.625 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 30 months after the First Issue Date up to (but excluding) the date falling 36 months after the First Issue Date;
- (c) unless paragraph (d) below applies, 100.250 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 36 months after the First Issue Date up to (but excluding) 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 39 months after the First 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).

“Change of Control” means the occurrence of an event or series of events whereby one or more Persons, other than the Main Shareholder, acting in concert, acquire control over the Issuer and 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 1 (*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), P.O. Box 191, SE-101 23 Stockholm, Sweden.

“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) a situation where the shares of the Issuer are de-listed from the relevant MTF or Regulated Market or trading of the Issuer’s shares on the relevant stock exchange is suspended for a period of fifteen (15) consecutive Business Days; or

- (b) that the Bonds, once the Bonds are admitted to trading on a Regulated Market and/or an MTF, are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and/or MTF (as applicable), and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds).

“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.

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

“Final Redemption Date” means 19 May 2029.

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

“Finance Lease” means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) monies borrowed or raised, including under any bank financing or Market Loans;
- (b) the amount of any liability in respect of any Finance Lease;
- (c) receivables sold or discounted (other than receivables to the extent sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase arrangements and earn-outs) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Principles;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in paragraphs (a) to (f) above,

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.

“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 or the quarterly interim unaudited consolidated reports of the Group, 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 twenty-four (24) months after the First 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.

“First Issue Date” means 19 November 2025.

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

“Green Bond Framework” means the Issuer’s green bond framework, as it is worded on the Issue Date of the relevant Bonds, as amended and restated from time to time.

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

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

“Hybrid Instruments” means any subordinated (according to its terms) 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 ascribed to it in Clause 13.3 (*Incurrence Test*).

“Initial Bond” means any Bond issued on the First Issue Date.

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

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

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

“Interest Payment Date” means 19 February, 19 May, 19 August and 19 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 19 February 2026 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 First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant) and, in respect of Subsequent Bonds, each period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“Interest Rate” means the Base Rate plus 250 basis points per annum as adjusted by any application of Clause 18 (*Replacement of Base Rate*).

“Issue Date” means the First Issue Date or any date when Subsequent Bonds are issued.

“Issuer” means Prisma Properties AB (publ) (reg. no. 559378-1700), a public limited liability company incorporated in Sweden.

“Issuing Agent” means Nordea Bank Abp, reg. no. 2858394-9, Satamaradankatu 5, FI-00020 Nordea, Finland, acting through Nordea Bank Abp, filial i Sverige, reg. no. 516411-1683, or another party replacing it as Issuing Agent in accordance with these Terms and Conditions.

“Listing Failure” means a situation where:

- (a) the Initial Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm within sixty (60) calendar days after the First Issue Date; or
- (b) any Subsequent Bonds have not been admitted to trading on the same Regulated Market as the Initial Bonds within sixty (60) calendar days from the relevant Issue Date.

“Main Shareholder” means funds managed by Alma Property Partners AB (Swedish reg. no. 556983-7585) or any of its Affiliates.

“Maintenance Test” has the meaning set forth in Clause 13.2 (*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, 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, MTF or a 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 to perform and comply with the obligations under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

“Material Group Company” means the Issuer and any other Group Company representing more than five (5.00) per cent. of the total assets of the Group on a consolidated basis according to the latest Financial Statements.

“MTF” means any multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments (MiFID II), as amended).

“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 Initial Bond Issue or any Subsequent Bond Issue, after deduction has been made for any Transaction Costs in respect of the relevant Bond Issue.

“Nominal Amount” means in respect of each Bond the Initial Nominal Amount, less any repayments and amortisations made.

“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 all real properties and site leasehold rights (Sw. *tomträtter*) owned by any member of the Group from time to time.

“Quotation Day” means, in relation to:

- (a) 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 First Issue Date); or
- (b) 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*).

“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 ascribed to it in Clause 14.1 (*Distributions*).

“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.

“SEK” denotes the lawful currency of Sweden for the time being.

“STIBOR” means:

- (a) the Stockholm interbank offered rate (STIBOR) administered by Swedish Financial Benchmark Facility (or any other person which takes over the administration of that rate) for Swedish Kronor and for a period equal to the relevant Interest Period, as published by Swedish Financial Benchmark Facility AB (or any other person which takes over the publication of 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 published by Swedish Financial Benchmark Facility AB (or

any other person which takes over the publication of 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 Debt” means all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Issuer as debtor from a creditor, if such debt:

- (a) is unsecured and subordinated to the obligations of the Issuer under these Terms and Conditions pursuant to any subordination agreement entered into between the Issuer, the relevant creditor and the Agent;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date.

“Subsequent Bond” has the meaning ascribed to it in Clause 3.7.

“Subsequent Bond Issue” means any issue of Subsequent Bonds.

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

- (a) owns shares or ownership rights representing more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (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.

“Transaction Costs” means all fees, costs and expenses incurred by the Issuer or any other Group Company directly or indirectly in connection with:

- (a) the Initial Bond Issue and any Subsequent Bond Issue;
- (b) the admission to trading of the Bonds; and
- (c) the establishment or update of the Green Bond Framework.

“**Valuation**” means a full valuation of a Property prepared and issued by an independent and reputable appraiser in accordance with the valuation methods generally applied by Nordic property evaluators specifying the value of such Property.

“**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 but, if not having the force of law, which is generally adhered to) 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 from time to time; 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 these 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).

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 other direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory regulation.

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

- 3.1 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. 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.
- 3.2 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.
- 3.3 The aggregate amount of the bond loan will be an amount of maximum SEK 750,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,250,000 (the “**Initial Nominal Amount**”). The total nominal amount of the Initial Bonds is SEK 500,000,000 (the “**Initial Bond Issue**”).
- 3.4 All Initial Bonds are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,250,000.
- 3.6 The ISIN for the Bonds is SE0025166176.
- 3.7 The Issuer may at one or more occasions after the First Issue Date issue additional Bonds (each a “**Subsequent Bond**”) provided that (i) no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, or from the Subsequent Bond Issue, (ii) the aggregate amount of Bonds issued does not exceed SEK 750,000,000 and (iii) the Incurrence Test is met (calculated *pro forma* as if the Subsequent Bonds had already been issued) upon the issuance of Subsequent Bonds. Any Subsequent Bond Issue shall, for the avoidance of doubt, be issued subject to these Terms and Conditions. The issue price of Subsequent Bonds may be set at the Nominal Amount or at a discount or at a premium compared to the Nominal Amount.

4. USE OF PROCEEDS

An amount equal to the Net Proceeds from the Initial Bond Issue and any Subsequent Bond Issue shall be used in accordance with the Issuer’s Green Bond Framework.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent for the Initial Bond Issue

- 5.1.1 The Issuer shall provide to the Agent, no later than 11.00 a.m. three (3) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), the following documentation and evidence:

- (a) copies of the constitutional documents 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 Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party 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 Finance Documents to which it is a party;
- (c) a duly executed copy of these Terms and Conditions; and
- (d) a duly executed copy of the Agency Agreement.

5.1.2 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1.1 have been received (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)) no later than 9.00 a.m. two (2) Business Day prior to the First Issue Date (or such later time as agreed by the Issuing Agent).

5.1.3 Following receipt by the Issuing Agent of the confirmation from the Agent in accordance with Clause 5.1.2, the Issuing Agent shall on the First Issue Date settle the issuance of the Initial Bonds and transfer the Net Proceeds from the Initial Bond Issue to an account designated by the Issuer.

5.2 **Conditions Precedent for a Subsequent Bond Issue**

5.2.1 The Issuer shall provide to the Agent, no later than 11.00 a.m. three (3) Business Days prior to any date when the Subsequent Bonds are issued (or such later time as agreed by the Agent), the following:

- (a) copies of the constitutional documents of the Issuer;
- (b) a copy of a resolution of the board of directors of the Issuer approving the Subsequent Bond Issue and resolving to execute and perform any document necessary in connection therewith; and
- (c) a duly executed copy of a Compliance Certificate from the Issuer certifying that, so far as it is aware, no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing or from the Subsequent Bond Issue, and that the Incurrence Test is met, including calculations and figures in respect of the Incurrence Test.

5.2.2 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.2.1 have been received (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)) no later than 9.00 a.m. two (2) Business Day prior to the relevant Issue Date (or such later time as agreed by the Issuing Agent).

5.2.3 Following receipt by the Issuing Agent of the confirmation from the Agent in accordance with Clause 5.2.2, the Issuing Agent shall on the relevant Issue Date settle the issuance of the

Subsequent Bonds and transfer the Net Proceeds from the Subsequent Bond Issue to an account designated by the Issuer.

6. THE BONDS AND TRANSFERABILITY

- 6.1 The Bonds are freely transferable. All transfers of Bonds are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 6.2 Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.

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 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 information from the Debt Register 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 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.
- 7.6 The Issuer (and the Agent when permitted under the CSD 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 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 (including the owner of a Bond, if such person is not the Bondholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or a successive, coherent chain

of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation, starting with the Bondholder and authorising 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 an Interest Payment Date or other relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 Provided that a Bondholder has registered an income account (Sw. *avkastningskonto*) for the relevant Securities Account on the applicable Record Date, the CSD shall procure that principal, interest and other payments under the Bonds are deposited to such income account on the relevant payment date. If an income account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Bondholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Bondholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid 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 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 has actual knowledge of the fact that the payment was made to the wrong person.

- 9.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

10. INTEREST

- 10.1 The Initial Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its Issue Date (or the First Issue Date if there is no such Interest Payment 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 two hundred (200) basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

11. REDEMPTION AND REPURCHASE OF THE BONDS

11.1 Redemption at maturity

The Issuer shall redeem all, but not only some, 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 Regulations occur on the Business Day following from an application of the Business Day Convention or, if not permitted under the CSD Regulations, on the first following Business Day.

11.2 Purchase of Bonds by Group Companies

- 11.2.1 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.
- 11.2.2 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 Group Companies.

11.3 **Early voluntary total redemption (call option)**

11.3.1 The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling on or after the First Call Date up to (but excluding) the Final Redemption Date. Each Bond shall be redeemed 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, calculated from the effective date of the notice. 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 or waived 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 **Early voluntary total redemption due to illegality (call option)**

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

11.4.2 The applicability of Clause 11.4.1 shall be supported by a legal opinion issued by a reputable law firm.

11.4.3 The Issuer may give notice of redemption pursuant to Clause 11.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. The Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

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

11.5.1 Upon a Change of Control, a De-listing or a Listing Failure occurring, 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 one hundred and one (101.00) per cent. of the Nominal Amount (plus accrued and unpaid Interest) during a period of twenty (20) calendar days from the effective date of a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (a) of Clause 12.4 (*Information: miscellaneous*). The twenty (20) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.

11.5.2 The notice from the Issuer pursuant to paragraph (a) 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) of Clause 12.4 (*Information: miscellaneous*). The repurchase date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 11.5.1.

11.5.3 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 11.5, 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 11.5 (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 11.5, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.

11.5.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 11.5 in connection with the occurrence of a Change of Control if the call option has been exercised pursuant to Clause 11.3 (*Early voluntary total redemption (call option)*) by way of a call notice which has become unconditional on or before the end of the exercise period.

11.6 **Miscellaneous**

The Issuer shall comply with the requirements of any applicable securities regulations in connection with any redemption or repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 11, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 11 by virtue of the conflict.

12. **INFORMATION UNDERTAKINGS**

12.1 **Financial Statements**

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

- (a) the annual audited consolidated financial statements of the Group, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, not later than four (4) months after the expiry of each financial year from and including the financial year 31 December 2025; and
- (b) the quarterly interim unaudited consolidated reports of the Group, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors not later than two (2) months after the expiry of each relevant interim period from and including the interim period ending 31 December 2025.

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 or MTF on which the Issuer's securities from time to time are listed (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.

12.2.3 The Issuer shall procure that the aggregate Nominal Amount held by Group Companies, including any amount of Bonds cancelled by any Group Company, is clearly stated in each interim financial statements published by the Issuer pursuant to paragraph (b) of Clause 12.1.

12.3 **Compliance Certificate**

12.3.1 The Issuer shall issue a Compliance Certificate to the Agent signed by the CEO, CFO or any other duly authorised signatory of the Issuer:

- (a) when consolidated Financial Statements are made available to the Agent in accordance with paragraphs (a) and (b) of Clause 12.1 (*Financial Statements*);
- (b) in connection with the testing of the Incurrence Test; and
- (c) at the Agent's reasonable request, within ten (10) Business 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, specifying the event and steps, if any, being taken to remedy it; and
- (b) if provided in connection with the testing of the Incurrence Test and/or Maintenance Test, that the Incurrence Test and/or Maintenance Test (as applicable) is met and including calculations and figures in respect of the Incurrence Test and/or Maintenance Test (as applicable).

12.4 **Information: miscellaneous**

The Issuer shall:

- (a) immediately notify the Agent (and, as regards a Change of Control, a De-listing or a Listing Failure, the Bondholders) upon becoming aware of the occurrence of a Change of Control, a De-listing, a Listing Failure, or an Event of Default, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice; and
- (b) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions), its Green Bond Framework and the second opinion relating to its Green Bond Framework (if any) available on its website.

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 or MTF on which the Issuer's securities from time to time are listed (as amended from time to time). 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 Financial definitions

“Adjusted Profit From Property Management” means the Profit From Property Management plus Net Finance Charges.

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

“Equity Ratio” means, at any time, the Total Equity expressed as a percentage of Total Assets.

“Interest Coverage Ratio” means the ratio of Adjusted Profit From Property Management to Net Finance Charges.

“Net Finance Charges” means, for the relevant Reference Period, the Group’s consolidated total financial items (Sw. *finansnetto*) according to the latest consolidated Financial Statement, excluding any Transaction Costs and any interest capitalised on Subordinated Debt and/or on Hybrid Instruments.

“Net Interest Bearing Debt” means the consolidated interest bearing Financial Indebtedness of the Group (without double counting):

- (a) *excluding* guarantees, counter-indemnities in respect of bank guarantees and similar arrangements;
- (b) *excluding* any Subordinated Debt;
- (c) *including*, in the case of Finance Leases only, their capitalised value;
- (d) *excluding* any interest bearing Financial Indebtedness borrowed from any Group Company and for the avoidance of doubt any Bonds held by any Group Company; and
- (e) *less* Cash and Cash Equivalents of the Group.

“Net Loan to Value” means the ratio of Net Interest Bearing Debt to Value.

“Profit From Property Management” means the Group’s profit from property management (Sw. *förvaltningsresultat*) according to the latest consolidated Financial Statements.

“Reference Date” means 31 March, 30 June, 30 September and 31 December in each year for as long as any Bonds are outstanding.

“Reference Period” means each period of twelve (12) consecutive calendar months ending on a Reference Date.

“Total Assets” means, at any time, the total assets of the Group calculated on a consolidated basis, in each case according to the latest Financial Statements and in accordance with the Accounting Principles.

“Total Equity” means, at any time, the sum of the total equity of the Group calculated on a consolidated basis, in each case according to the latest Financial Statements and in accordance with the Accounting Principles.

“Value” means the market value of all Properties according to the latest consolidated Financial Statement.

13.2 **Maintenance Test**

13.2.1 The Maintenance Test shall be tested quarterly, on each Reference Date from and including 31 December 2025, on the basis of the interim Financial Statements in relation to the relevant Reference Date, including the previous Financial Statements necessary to cover the relevant Reference Period, and shall be reported in the Compliance Certificate delivered in connection with such Financial Statements.

13.2.2 The Maintenance Test is met if:

- (a) the Net Loan to Value is less than 65 per cent.; and
- (b) the Interest Coverage Ratio is greater than 1.50:1.00.

13.3 **Incurrence Test**

13.3.1 The Incurrence Test shall be made on:

- (a) the date on which the Restricted Payment, which requires that the Incurrence Test is met, is made; or
- (b) in relation to any Subsequent Bond Issue or issuance of Market Loan, the date falling five (5) Business Days prior to the relevant date of issuance.

13.3.2 The Incurrence Test is met if:

- (a) the Equity Ratio is greater than 30 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 incurrence, distribution or payment (as applicable),

calculated in accordance with Clause 13.4 (*Calculation principles*).

13.3.3 The Issuer may on one or several occasions elect to establish a basket amount for the purpose of facilitating repurchases or redemptions of its own shares under Clause 14.1(a)(ii) (the **“Buyback Basket”**) for a period not exceeding 30 days (the **“Buyback Period”**), provided that:

- (a) the Incurrence Test is met (calculated *pro forma* including the Buyback Basket);
- (b) the available Buyback Basket is at all time within the permitted amount for Restricted Payments pursuant to Clause 14.1(b)(ii)(C); and
- (c) each share repurchase is permitted by law and that no Event of Default has occurred and is continuing or would result from such Restricted Payment.

During the Buyback Period no individual testing will be necessary to make a Restricted Payment pursuant to Clause 14.1(a)(ii).

13.4 **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 last day of 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;
- (b) any entity, asset or operation to be acquired with the proceeds from any Subsequent Bond Issue or new Market Loan for which the Incurrence Test is tested (if applicable) shall be included, on a *pro forma* basis;
- (c) all Financial Indebtedness incurred after the last day of the period covered by the most recent Financial Statements but before the relevant testing date shall reduce Total Equity;
- (d) any Financial Indebtedness which will be refinanced with the proceeds of any Financial Indebtedness incurred after the last day of the period covered by the most recent Financial Statements but before the relevant testing shall increase Total Equity, on a *pro forma* basis; and
- (e) any equity raised or distributions made after the last day of the period covered by the most recent Financial Statements shall increase or reduce Total Equity (as applicable), on a *pro forma* basis.

Notwithstanding the adjustments above, in case of calculating the Total Assets and the Total Equity on a test date prior to the relevant incurrence/payment date which requires that the Incurrence Test is met, the Issuer shall always take into account all events and circumstances which it knows, or has reason to believe, will occur between the relevant test date and the relevant incurrence/payment date which could reasonably have a more than insignificant effect on the calculation of the Total Assets and the Total Equity.

14. **SPECIAL UNDERTAKINGS**

So long as any Bond remains outstanding, the Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) 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 dividends on its shares;
 - (ii) repurchase or redeem any of its own shares;

- (iii) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to shareholders;
- (iv) make any payment of principal or accrued or deferred interest under any Hybrid Instrument or any Subordinated Debt; or
- (v) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the direct or indirect shareholders of a Group Company, or any Affiliates of a Group Company,

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

- (b) Notwithstanding paragraph (a) above, a Restricted Payment may be made by:
 - (i) any Group Company (other than the Issuer) if such Restricted Payment is made to the Issuer or a directly or indirectly wholly-owned Subsidiary of the Issuer or, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made at least on a *pro rata* basis in favor of the Issuer to the shareholding;
 - (ii) the Issuer provided that:
 - (A) the Incurrence Test is met (calculated *pro forma* including the relevant Restricted Payment);
 - (B) it is permitted by law and that no Event of Default has occurred and is continuing or would result from such Restricted Payment; and
 - (C) the aggregate amount paid (aggregated with all other Restricted Payments made by the Issuer, excluding pursuant to paragraph (iv) below, in the same financial year) does not exceed fifty (50.00) per cent. of the Adjusted Profit From Property Management according to the Annual Report for the previous financial year or any following financial year (and without accumulation of profits from previous financial years);
 - (iii) the Issuer, in respect of interest under any Hybrid Instruments, provided that such Hybrid Instruments have been issued by a public offering and on market terms; and
 - (iv) the Issuer in respect of payment of principal and interest under Hybrid Instruments in connection with a refinancing in full of such Hybrid Instruments financed in full by the issuance of new Hybrid Instruments, Subordinated Debt, new preference shares or other equity.

14.2 Admission to trading

The Issuer shall procure that:

- (a) the Initial Bonds are admitted to trading on the sustainable bond list of Nasdaq Stockholm within twelve (12) months of the First Issue Date or, if such admission to trading is not possible to obtain or maintain, that such Bonds are admitted to trading

on any other Regulated Market within twelve (12) months after the First Issue Date; and

- (b) any Subsequent Bonds are admitted to trading on the same Regulated Market as the Initial Bonds within twelve (12) months of the Issue Date of the relevant Subsequent Bond Issue (or, in each case, within any shorter period of time required by law, regulation or applicable stock exchange regulations).

14.3 **Nature of business**

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

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) no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, or from the issue of the relevant Market Loan;
 - (ii) such Market Loan ranks *pari passu* with or is subordinated to the obligations of the Issuer under the Bonds;
 - (iii) such Market Loan has a final redemption date or early redemption dates or instalment dates which occur after the Final Redemption Date; and
 - (iv) 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, create or permit to subsist any security or guarantees in respect of any Market Loan.

14.5 **Loans out**

The Issuer shall not, and shall procure that no other Group Company will, maintain, renew or extend any loans in any form to any other party, save for:

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

14.6 **Mergers and demergers**

The Issuer shall not, and shall procure that no other Group Company will, merge or demerge any Group Company, into a company which is not a Group Company, unless such merger or demerger will not have a Material Adverse Effect, provided however that a merger or demerger with the effect that the Issuer is not the surviving entity shall not be permitted.

14.7 **Disposal of assets**

The Issuer shall not, and shall procure that no other Group Company will, sell or otherwise dispose of any shares in any Subsidiary or of any substantial assets or operations to any person not being the Issuer or any of its wholly-owned Group Companies, except:

- (a) disposals of obsolete or redundant assets; or
- (b) if 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,

provided in each case that it does not have a Material Adverse Effect.

14.8 **Dealings with related parties**

The Issuer shall, and shall procure that each other Group Company will, conduct all dealings (other than any Restricted Payments permitted under Clause 14.1 (*Distributions*)) with their direct and indirect shareholders (excluding the Issuer and any other Group Company) and/or any Affiliates of such direct and indirect shareholders on arm's length terms.

14.9 **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. The insurance cover shall, *inter alia*, include full value insurance and third-party liability insurances.

14.10 **Environmental**

The Issuer shall, and shall procure that each other Group Company will, comply with all environmental laws and obtain, maintain and ensure compliance with all requisite environmental permits, in each case where failure to do so would have a Material Adverse Effect.

14.11 **Maintenance of Properties**

The Issuer shall, and shall procure that each other Group Company will:

- (a) keep the Properties in a good state of repair and maintenance;
- (b) not demolish or otherwise alter the Properties in a way that would have a Material Adverse Effect; and
- (c) ensure that each Group Company owning a Property will comply in all material respects with its obligations under relevant rental agreements, and in accordance with all applicable laws and regulations.

14.12 **Property valuations**

- (a) The Issuer shall procure that Valuations regarding the market value of Properties representing at least ninety-five (95) per cent. of the Value (prior to such Valuations) is prepared annually after the expiry of each of its financial years and delivered to the Agent without delay after it becomes available, but in any event no later than the date

of delivery of the Compliance Certificate in respect of the audited consolidated Financial Statements for the previous financial year. The Issuer shall further procure that the results of any such Valuation, or (if available) any subsequent comparable Valuation replacing such Valuation, are reflected in good faith in the following Financial Statements.

- (b) The Issuer shall procure that an internal valuation of each property of the Group is prepared quarterly and delivered to the Agent without delay at the same time as the delivery of the relevant interim Financial Statements.
- (c) The Issuer is obliged to procure that any new Valuation is prepared and delivered to the Agent (i) if the Issuer suspects that the market value of any property of the Group has significantly declined since the most recent Valuation, or (ii) at the Agent's request, if the Agent suspects that the market value of any property of the Group has significantly declined since the most recent Valuation.

14.13 Compliance with laws and authorisations

The Issuer shall, and shall procure that each other Group Company will:

- (a) comply with all laws and regulations applicable from time to time (including but not limited to the rules and regulations of any Regulated Market or MTF on which the Issuer's securities from time to time are listed or admitted to trading); and
- (b) obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence, registration or other permit required for the business carried out by the Issuer and any Group Company,

in each case where failure to do so would have a Material Adverse Effect.

14.14 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.

14.15 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 Finance Documents unless its failure to pay is due to technical or administrative error and is remedied within five (5) Business Days of its due date.

15.2 Maintenance Test

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

15.3 Other obligations

The Issuer does not comply with its obligations under the Finance Documents in any other way than as set out under Clause 4 (*Use of proceeds*), Clause 15.1 (*Non-payment*) or Clause 15.2 (*Maintenance Test*) above, unless the non-compliance is:

- (a) capable of being remedied; and
- (b) is remedied within fifteen (15) Business Days of the earlier of:
 - (i) the Agent giving notice; and
 - (ii) the Issuer becoming aware of the non-compliance.

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); or
- (b) any security interest securing Financial Indebtedness over any asset of any Group Company is enforced,

provided however that no Event of Default will occur under this Clause 15.4 if:

- (i) the amount of Financial Indebtedness referred to under paragraph (a) and/or (b) above, individually or in the aggregate exceeds an amount corresponding to SEK 25,000,000 (or its equivalent in other currencies); or
- (ii) it applies to any Financial Indebtedness owed to a Group Company.

15.5 Insolvency

- (a) Any Material Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally (other than under these Terms and Conditions) with a view to rescheduling its Financial Indebtedness; or

- (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 sixty (60) calendar days of commencement or, if earlier, the date on which it is advertised; or
 - (ii) in relation to Group Companies other than the Issuer, solvent liquidations or a permitted merger or demerger as stipulated in Clause 14.6 (*Mergers and demergers*).

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 Group Company having an aggregate value equal to or exceeding SEK 25,000,000 (or its equivalent in other currencies) and is not discharged within sixty (60) 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 which has a detrimental effect on the interests of the Bondholders 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 Material Group Company ceases to carry on its business, except if due to:

- (a) a solvent liquidation of a Material Group Company other than the Issuer; or
- (b) a disposal permitted under Clause 14.7 (*Disposal of assets*) or a merger or demerger permitted under Clause 14.6 (*Mergers and demergers*).

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 more than fifty (50.00) 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 promptly declare the Bonds due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 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 this Clause 15, the Issuer shall redeem all Bonds with an amount per Bond equal to the applicable Call Option Amount for the relevant period (plus accrued but unpaid Interest), but shall up until the First Call Date be the price set out in paragraph (a) of the definition of Call Option Amount, together with accrued but 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 made and/or distributed in the following order of priority:
- (a) *firstly*, in or towards payment *pro rata* of:
 - (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent under the Finance Documents (in its capacity as bond agent) (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 these Terms and Conditions, including any default interest.

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 or a Bondholder 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 the Finance Documents 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 (10.00) 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 the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- 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 Issuer or the Bondholder(s) requesting a decision by the Bondholders may convene such

Bondholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer and/or the Issuing Agent shall upon request by the convening Bondholder(s) provide such Bondholder(s) with the information available in 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. The Issuer or Bondholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.

- 16.1.6 Should the Issuer want to replace the Agent, it may 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 or instigate a Written Procedure by sending communication in accordance with Clause 16.3.1. 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 complete notice 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) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;
- (d) an agenda for the meeting (including the reasons for, and contents of, each request for a decision by the Bondholders and if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment);
- (e) a form of power of attorney;
- (f) any applicable conditions precedent and conditions subsequent;
- (g) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice; and
- (h) information on where additional information (if any) will be published.

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

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

- 16.2.4 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.
- 16.2.5 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 and advisors 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.
- 16.2.6 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 by way of sending a communication to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the 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, and contents of, each proposal (including, if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment);
 - (c) any applicable conditions precedent and conditions subsequent;
 - (d) information on where additional information (if any) will be published;
 - (e) 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;
 - (f) 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;
 - (g) 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 thirty (30) Business Days from the effective date of communication pursuant to Clause 16.3.1); and
 - (h) 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 Clauses 16.4.2 and 16.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clauses 16.4.2 and 16.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

16.3.4 The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).

16.4 **Majority, quorum and other provisions**

16.4.1 Only a 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. Each whole Bond entitles to one vote and any fraction of a Bond voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

16.4.2 Any matter not covered by Clause 16.4.3 shall require the consent of Bondholders representing more than fifty (50.00) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to or waiver of any Finance Document that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (f) of Clause 17.1) or a termination of the Bonds.

16.4.3 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) amend the terms of Clause 2 (*Status of the Bonds*);
- (c) amend the terms of Clause 15.11 (*Distribution of proceeds*);
- (d) a mandatory exchange of the Bonds for other securities;
- (e) reduce the principal amount, premiums in connection with redemption or repurchase of any Bonds, 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*));

- (f) amend any payment day for principal or Interest or waive any breach of a payment undertaking;
 - (g) a change of issuer; or
 - (h) amend the provisions in this Clause 16.4.3 or in Clause 16.4.2.
- 16.4.4 The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 16.4.2.
- 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 fifty (50.00) per cent. of the Adjusted Nominal Amount in case of a matter covered by Clause 16.4.3, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Bondholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to clause 16.2.6 (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 16.4.6 If a quorum exists for some but not all of the matters to be dealt with at a Bondholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.
- 16.4.7 If a quorum does not exist at a 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. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 16.4.6, the date of request of the second Bondholders' Meeting pursuant to Clause 16.2.1 or second Written Procedure pursuant to Clause 16.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 16.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 16.4.8 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.4.9 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.
- 16.4.10 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) 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 or the time period for replies in the Written Procedure, as the case may be.
- 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 the Issuer or 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 the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates as per the relevant Record Date for voting, 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 each Bondholder 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 (or, if applicable, any other relevant Group Company) 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 (or any other document relating to the Bonds), provided that the Agent is satisfied that such amendment or waiver:
 - (a) is not detrimental to the interest of the Bondholders (as a group);
 - (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 sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, or MTF as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Bondholders;
 - (e) is made pursuant to Clause 18 (*Replacement of Base Rate*); or
 - (f) 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.

- 17.2 The consent of the Bondholders is not necessary to approve the particular form of any amendment or waiver to the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.
- 17.3 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.
- 17.4 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. REPLACEMENT OF BASE RATE

18.1 General

- 18.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the 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

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 Administrator” means Swedish Financial Benchmark Facility AB (SFBF) in relation to STIBOR or any person replacing it as administrator of the Base Rate.

“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 (Sw. *Finansiella stabilitetsrådet*) or any part thereof.

“Successor Base Rate” means:

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

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

18.6 **Variation upon replacement of Base Rate**

18.6.1 No later than giving the Agent notice pursuant to Clause 18.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 18.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 18. The Successor Base Rate, the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the 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 Finance Documents 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 Finance Documents.

18.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 18.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

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 and in relation to any mandatory exchange of the Bonds for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Bondholder).
- 19.1.2 By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Agent to act on its behalf, as set forth in Clause 19.1.1.
- 19.1.3 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.
- 19.1.4 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 19.1.5 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agent's obligations as agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 19.1.6 The Agent may act as agent, trustee and/or security agent for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 Duties of the Agent

- 19.2.1 The Agent shall represent the 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; or
 - (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents (including for the purpose of deciding whether the conditions set out in Clause 17 (*Amendments and waivers*) are fulfilled).
- 19.2.7 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*).
- 19.2.8 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.
- 19.2.9 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 financial condition of the Issuer and the Group;
- (c) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (d) whether any other event specified in any Finance Document has occurred or is expected to occur.

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.

- 19.2.10 The Agent shall (a) 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 and (b) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests. 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 19.2.10.
- 19.2.11 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 19.2.11. 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.
- 19.2.12 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.
- 19.2.13 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.
- 19.2.14 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 19.2.13.
- 19.2.15 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.

- 19.2.16 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 may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Agent from a legal or commercial perspective of the Bondholders.
- 19.3.2 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.
- 19.3.3 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.
- 19.3.4 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.
- 19.3.5 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.
- 19.3.6 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 (10.00) 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 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. 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.
- 20.4 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

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 sustainable 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 Central Securities Depository Regulation (Regulation (EU) No 909/2014) 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 19.2.13, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.14 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 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 a date selected by the sending person which falls no more than five (5) Business Days prior

to the date on which the notice or communication is sent, and by either courier delivery 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 Any notice which shall be provided to the Bondholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:
- (a) a cover letter, which shall include:
 - (i) all information needed in order for Bondholders to exercise their rights under the Finance Documents;
 - (ii) details of where Bondholders can retrieve additional information (if any);
 - (iii) contact details to the Agent; and
 - (iv) an instruction to contact the Agent should any Bondholder wish to receive the additional information by regular mail; and
 - (b) copies of any document needed in order for Bondholder to exercise their rights under the Finance Documents or a link to a webpage where Bondholders can retrieve such documents.
- 24.1.4 Any notice or other communication to the Bondholders pursuant to the Finance Documents shall be in English.
- 24.1.5 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)*), Clause 11.5 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*), paragraph (a) of Clause 12.4 (*Information: miscellaneous*) or Clauses 15.10.3, 15.10.4, 15.11.4, 16.2.1, 16.3.1, 16.4.14, 17.3, 18.5, 19.2.14 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. **INTENTION FOR ADMISSION TO TRADING**

- 26.1 The Issuer has undertaken to list the Initial Bonds and any Subsequent Bonds within twelve (12) months after the relevant Issue Date on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) in accordance with Clause 14.2 (*Admission to trading of the Bonds*). Further, if the Initial Bonds or any Subsequent Bonds have not been listed on a Regulated Market or MTF within sixty (60) calendar days from the relevant Issue Date, each Bondholder has a right of repayment (put option) of its Bonds in accordance with Clause 11.5

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

26.2 The Issuer's intention is to procure that:

- (a) the Initial Bonds are admitted to trading on the sustainable bond list at Nasdaq Stockholm within thirty (30) calendar days after the First Issue Date and
- (b) any Subsequent Bonds are admitted to trading on the same Regulated Market and/or MTF as the Initial Bonds within thirty (30) days from the relevant Issue Date,

or, in each case, any shorter period required by law or applicable stock exchange regulations.

27. GOVERNING LAW AND JURISDICTION

27.1 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.

27.2 Any dispute or claim arising in relation to these Terms and Conditions shall be determined by Swedish courts and the District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.

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

[date] 2025

The Issuer

Prisma Properties AB (publ)

Name:

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

[date] 2025

The Agent

Nordic Trustee & Agency AB (publ)

Name:

Name:

SCHEDULE 1

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

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

From: Prisma Properties AB (publ) as Issuer

Date: [date]

Dear Sir or Madam,

Prisma Properties AB (publ)
Maximum SEK 750,000,000 senior unsecured callable floating rate green bonds
2025/2029 with ISIN: SE0025166176
(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)] **Incurrence Test**

We refer to [describe payment or incurrence and amounts] (the “**Incurrence**”). We confirm that the Incurrence Test is met in relation to the Incurrence and that in respect of the date of the Incurrence Test, [date]:

- (a) the Total Equity was SEK [●], the Total Assets was SEK [●] and therefore the Equity Ratio was [●] (and should have been greater than 30 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 Incurrence,

in each case calculated in accordance with Clause 13.4 (*Calculation principles*).

Computations as to compliance with the Incurrence Test are attached hereto.^{1]2}

[[(3)] **Maintenance Test**

We confirm that the Maintenance Test is met and that in respect of the Reference Date [date]:

- (a) *Net Loan to Value*: the Net Interest Bearing Debt was SEK [●], the Value was SEK [●] and therefore the Net Loan to Value was [●] per cent. (and should have been less than 65 per cent.); and
- (b) *Interest Coverage Ratio*: the Adjusted Profit From Property Management was SEK [●], the Net Finance Charges was SEK [●], and therefore the Interest Coverage Ratio was [●] per cent. (and should have been greater than 1.50:1.00).

¹ To include calculations of the Incurrence Test and any adjustments.

² This section to be used if the Compliance Certificate is delivered in connection with an Incurrence Test.

Computations as to compliance with the Maintenance Test are attached hereto.^{3]}⁴

[(4)] [We confirm that, so far as we are aware, no Event of Default is continuing.]⁵

Prisma Properties AB (publ)

Name:

Authorised signatory

Name:

Authorised signatory

³ To include calculations of the Maintenance Test including any adjustments.

⁴ This section to be used if the Compliance Certificate is delivered in connection with the delivery of a Financial Statement.

⁵ 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.

ADDRESSES

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