

GENOVA

GENOVA PROPERTY GROUP AB (PUBL)

**PROSPECTUS REGARDING THE ADMISSION TO TRADING OF
SEK 200,000,000
SUBORDINATED PERPETUAL FLOATING RATE CALLABLE
GREEN CAPITAL SECURITIES**

ISIN: SE0015245519

21 June 2021

This Prospectus (as defined herein) was approved by the Swedish Financial Supervisory Authority on 21 June 2021. This Prospectus is valid for a period of up to 12 months from the date of this approval. The Issuer's (as defined herein) 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the event of significant new factors, material mistakes or material inaccuracies will not apply when this Prospectus is no longer valid.

*Amounts payable under the Green Capital Securities (as defined herein) are calculated by reference to STIBOR, which is provided by the Swedish Financial Benchmark Facility. As of the date of this Prospectus (as defined herein), the Swedish Financial Benchmark Facility does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) ("**BMR**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the Swedish Financial Benchmark Facility is not currently required to obtain authorisation or registration.*

IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by Genova Property Group AB (publ) (“**Genova**”, the “**Company**” or the “**Issuer**” or together with its direct and indirect subsidiaries (unless otherwise indicated by the context) the “**Group**”), reg. no 556864-8116, in relation to the application for admission for trading of the Issuer’s SEK 200,000,000 subordinated perpetual floating rate callable green capital securities with ISIN SE0015245519 (the “**Green Capital Securities**”) issued on 27 May 2021 (the “**Issue Date**”), in accordance with the terms and conditions for the Green Capital Securities (the “**Terms and Conditions**”), on the sustainable bond list on Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). The Green Capital Securities have been issued under a framework of SEK 1,250,000,000, of which SEK 500,000,000 was issued on 5 March 2021. Carnegie Investment Bank AB (publ) has acted as sole bookrunner (the “**Bookrunner**”) and as issuing agent (the “**Issuing Agent**”).

This Prospectus has been prepared as well as approved and registered by the Swedish Financial Supervisory Authority (Sv. *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 contents 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 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 (Sv. *Stockholms tingsrätt*) shall be the court of first instance. The Prospectus is available at the SFSA’s website (www.fi.se) and the Company’s website (www.genova.se/). Physical copies of the Prospectus may also be obtained from the Company.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Green Capital Securities in any jurisdiction. It has been prepared solely for the purpose of applying for admission to trading of the Green Capital Securities on Nasdaq Stockholm. This Prospectus may not be distributed in any country 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 Green Capital Securities are therefore required to inform themselves about, and to observe, such restrictions. The Green Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or the securities laws of any state of the United States. The Green Capital Securities may not be offered, sold or distributed 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). The Company has not undertaken to register the Green Capital Securities under the Securities Act or any U.S. state securities laws or to affect any exchange offer for the Green Capital Securities in the future. Furthermore, the Company has not registered the Green Capital Securities under any other country’s securities laws. It is the investor’s obligation to ensure that the offers and sales of Green Capital Securities comply with all applicable securities laws.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Company’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, references to “**SEK**” refer to the lawful currency in the Kingdom of Sweden.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company’s management or are assumptions based on information available to the Group. The words “considers”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts 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.

Amounts payable under the Green Capital Securities (as defined herein) are calculated by reference to STIBOR, which is provided by the Swedish Financial Benchmark Facility. As of the date of this Prospectus (as defined herein), the Swedish Financial Benchmark Facility does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (“**BMR**”). As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the Swedish Financial Benchmark Facility is not currently required to obtain authorisation or registration.

The Green Capital Securities may not be a suitable investment for all investors and each potential investor in the Green Capital Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should (i) have sufficient knowledge and experience to make a meaningful evaluation of the Green Capital Securities, the merits and risks of investing in the Green Capital Securities and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Green Capital Securities and the impact other Green Capital Securities will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Green Capital Securities; (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.

TABLE OF CONTENTS

RISK FACTORS	4
RESPONSIBLE FOR THE INFORMATION IN THE PROSPECTUS.....	20
THE GREEN CAPITAL SECURITIES IN BRIEF	21
DESCRIPTION OF THE COMPANY AND THE GROUP	26
BOARD OF DIRECTORS AND MANAGEMENT	35
FINANCIAL INFORMATION	37
OTHER INFORMATION	40
TERMS AND CONDITIONS.....	41
ADDRESSES.....	81

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 Green Capital Securities 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 Genova, the Group and the Green Capital Securities.

The manner in which the Company, the Group or the Green Capital Securities 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 factor in a category is presented first under that category, whereas subsequent risk factors in the same category are not ranked in order of materiality.

Risk factors specific and material to Genova

Risks related to the industry and the market

Changes to the value of the Group’s properties

The value of the Group’s investment properties (Sv. *förvaltningsfastigheter*) are accounted at real value in the balance sheet and any changes to the value of the properties will be accounted for in the income statement. On 31 March 2021, the Group’s property portfolio comprised a total value of SEK 5,555 million (in relation to the Group’s total assets of SEK 8,146.8 million). Property specific factors, such as lower rental levels, higher vacancy rates and higher property expenditures (see risk factors “*Rental levels and rental development*” and “*Property costs*” below), as well as market specific factors, such as interest rates (see risk factor “*Interest expense risks*” below) and higher yield demands (see risk factor “*Macroeconomic factors*” below), may lead to a decrease in value of the Group’s properties. Large decreases in property value may affect the Group’s ability to maintain financing and obtain new financing, as part of the Group’s ongoing ordinary course operations (see risk factor “*Financing and liquidity risks*” below). Given that the Group’s accounted assets mainly consist of properties, a decrease in value could give rise to a number of negative consequential effects for the Group which could have an impact on the Group’s business, results and financial position. The Company considers the probability of any of the risks occurring to be high. As valuation decreases could have a significant effect on the Group’s financial position, the Company considers the potential negative impact of any of the risks to be high.

Risks related to the outbreak of Covid-19

The outbreak of Covid-19 has led to and will continue to have a significant impact on the societies and markets where Genova operates. Genova is primarily affected indirectly, by the outbreak’s direct and indirect effects on the macroeconomic development where Genova has investment properties and carries on project development (see risk factors “*Macroeconomic factors*”, “*Rental levels and rental development*” and “*Credit risk*” below).

As Genova’s tenants are exposed to the effects of the outbreak of Covid-19, Genova may be affected by demands for reduced rental levels and increased vacancy rates (see risk factor “*Rental levels and rental development*” below) as well as increased suspension of payment with counterparties (see risk factor “*Credit risk*” below). This could have several negative consequences for Genova and its property portfolio as well as subsequent impact on the Group’s cash flow, turnover and financial position. An increased financial uncertainty, as a result of the outbreak of Covid-19, may also impair the availability

of such funding that Genova relies on to fulfil its business model (see risk factor “*Dependence on available financing alternatives*” below).

Genova is developing two planned hotels on properties in Palma de Mallorca, which will be rented by the Nobis Group. A possible negative impact on the hotel industry as a result of, for example, reduced travel and reduced tourism may have a negative impact on these leases and projects. As of 31 March 2021, there was a total of 223 hotel rooms and 35 hotel rooms under construction.

All of the above risks linked to the outbreak of Covid-19 are considered to have a high negative impact on Genova. The Company considers the probability of the above mentioned risks occurring to be high.

Dependence on available financing alternatives

Genova’s business model is based on its ability to obtain necessary financing besides equity, *i.e.* the business is to a large extent financed by loans. The access to and terms of such borrowed capital is dependent on the conditions for lending liquidity in the financial system.

In the event that a financial crisis or distressed situation occurs, and the stability of the financial system is disturbed or ceases to function, Genova’s access to financing may be significantly affected. For example, in connection with the financial crisis in 2008, the bank sector in Europe suffered a lack of liquidity, since the access to borrowed capital was deteriorated, which in turn led to a deterioration of the access to and the terms of bank loans and initially also increased the credit margins and so the interest rates. Thus, in the event of a new financial crisis or distressed situation, there could be difficulties for Genova in incurring new loans or refinancing existing loans, which would affect Genova’s possibility to act in accordance with its business model. This would affect the Company’s operations and results.

The Company considers the probability of a financing risk as per the above occurring to be low. If the risk would materialise, the Company considers the potential negative impact to be high.

Macroeconomic factors

The Company’s business is to a large extent affected by macroeconomic factors such as the general state of the economy, national and regional economic developments, the developments in employment rate, production of new residential condominiums and premises, infrastructural development, population growth, demographic developments, inflation and interest rates. The Group operates mainly within the region of greater Stockholm and Uppsala, and is consequently primarily exposed to the regional economic development in these geographical markets. The value of the Group’s investment properties as per 31 March 2021 is to 60 per cent. attributable to greater Stockholm, to 36 per cent. attributable to Uppsala and to 4 per cent. attributable to other regions in Sweden. For example, the local economic growth affects the developments in employment rate and salaries as well as the demand on the relevant rental market, which in turn affect vacancy rates and rental levels, in particular in respect of commercial premises. A decreased demand in the current market may lead to difficulties in finding tenants and, as a result, lower revenues for the Group.

Inflation expectations have an impact on interest rates, which consequently affects the Group’s result from property management as interest expenses are one of the Group’s largest single costs (for the financial period January to March 2021, the Group’s interest expenses amounted to approximately SEK 22 million). For the effects on the Group from interest rate changes, see further risk factor “*Interest rate risks*” below. Changes, and expectations on changes, in the inflation rate could impact yield requirements on properties and, consequently, the market value of the Group’s properties, which in turn

could lead to various negative effects (see risk factor “*Changes to the value of the Group’s properties*” above). Furthermore, a negative development of the real estate market during the implementation of a project, may lead to a reduction of the Group’s profitability from project development, losses or that the Group cannot divest the property at all or only on less favourable terms, which in turn may result in diminished property value and decreased profit.

The Company considers the probability of several macroeconomic factors that may have high material adverse effect on the Group’s operations, results and financial position occurring to be low. However, the probability that some negative macroeconomic factors may occur is high. The negative effect of such factors depends on the nature of the relevant macroeconomic factor and its severity. For instance, the potential negative impact from increased market interest rates (see risk factor “*Interest expense risk*” below) or deteriorated access to financing (see risk factor “*Financing and liquidity risks*” below) is considered to be high, while the potential negative impact from demographic changes alone is considered to be low.

Rental levels and rental development

The Group’s financial results are generally negatively affected in the case of decreased occupancy rates or rental levels. On 31 March 2021, the Group owned 53 investment properties with a market value of approximately SEK 5,555 million, allocated over 232,826 square meters, with approximately 300 tenants and an average tenancy duration of close to 6 years. The three largest tenants were Internationella Engelska Skolan, Coop Sverige and Stiftelsen Uppsala Musikklasser, which together accounted for 12.5 per cent. of contracted rental income. There is a risk that the Group fails to let planned projects or that the Group’s tenants do not renew, fulfil or extend their tenancy agreements. Increased vacancy levels generally leads to a decrease in the Group’s rental income. If Genova fails to achieve and maintain planned occupancy rates in new projects or if Genova’s vacancies increase dramatically and the Group fails to replace such vacancies, the Company considers the potential negative impact to be high. The negative effects, of planned occupancy rates or rental levels in new projects not being achieved, is generally higher than if occupancy rates or rental levels in the existing portfolio decrease. The Company considers the probability of this risk occurring to be low, however, the probability significantly increases in the event of a material deterioration of the macroeconomic development.

The Group is also dependent on its tenants paying their rent on time and in case the tenants would not pay their rents as they fall due (or do not pay at all), or otherwise fail to fulfil their obligations, this could have a material negative impact on the Group’s earnings and the value of its receivables. The Company considers the probability of the risk occurring to be low, however, the probability significantly increases in the event of a material deterioration of the macroeconomic development. If the risks were to occur, the Company considers the potential negative impact to be high.

Project development risks

Part of the Group’s business activities consists of project development. As per 31 March 2021, the Group had projects in its portfolio with total leasable area of approximately 400,000 square meters, consisting of 6,319 building rights, and a total project portfolio value of approximately SEK 20,190 million. The possibility of implementing development projects with financial profitability depends upon the projects coming into production and being completed, which in turn depends on several factors, such as the ability to retain and recruit necessary expertise within, *inter alia*, construction, project planning, architecture and marketing, as well as to obtain necessary permits and authority approvals and procuring contracts for project implementation on acceptable terms. Furthermore, the Group’s

project development is dependent on a continuous supply of and financing of new projects on acceptable terms, and that the Group's projects being tailored to adequately respond to market demands. Out of the Group's 32 projects as per 31 March 2021, 4 are in production and 28 are in the planning phase (5 of which are part-owned). One of the Group's operative goals is to increase the number of self-constructed housing in production as of 2022 to 1,500 units per year. As per 31 March 2021 the annual production rate amounted to 893¹. The possibility to implement profitable project development is further affected by factors such as changes in the market demand of housing and premises and the price of properties in general, inadequate planning, analysis or cost control, changes in taxes and fees and other factors that could lead to unexpected costs for the projects, to lower than expected profitability for the Group and/or adverse effects on the value of the Group's properties. In addition, delays in projects may decrease profitability. The profitability is also affected by defects and shortcomings that are discovered and taken care of subsequent to access (*Sv. eftermarknadsåtgärder*).

The Company considers the probability of any of the abovementioned risks occurring to be low. If the risk were to occur, the Company considers the potential negative impact to be low.

Genova does not conduct any construction business activities on its own and depends upon contractors for all construction. This results in a vulnerability in relation to the reliability and ability of the contractors with whom Genova is co-operating. If Genova fails to enter into, or enters into ambiguous or inadequate, agreements with contractors, Genova will be exposed to the risk of sub-contractors not delivering in accordance with Genova's expectations. Contractors may also fail to fulfil agreed terms, for example regarding costs, quality and delivery time. Such deficient fulfilment may be due to financial difficulties of the contractor concerned, which prevent the relevant contractor to deliver in accordance with agreed terms. The possibility to implement profitable property projects is, among other things, affected by Genova's contracted construction works being delivered and produced at the agreed price and within the agreed time, as Genova's property projects may otherwise be delayed and become more costly, with negative consequences for Genova's other operations, its brand and its results. During 2019, a construction contractor working for Genova, went bankrupt and Genova took on the responsibility to complete the assignment, which lead to delays and increased cost for Genova in the current project. Considering this experience, the Company considers the probability that contractors fail to deliver in accordance with Genova's expectations in the future to be low. The negative effects of such breach of contract depend on the nature and cause of the breach and any macroeconomic factor, including its severity, affecting the contractor and causing the breach. For example, the potential negative impact of a contract breach due to financial difficulty of the contractor concerned, is considered to be high and primarily affect the Group's profitability and operational activities, while the potential negative impact of contract breach in terms of quality and delivery time is considered to be medium and primarily affect the Group's financial position and business.

Property costs

The Group's operating costs mainly consist of costs for heating, water, property maintenance, cleaning and insurance. As per 31 March 2021, the operating costs on a 12-month basis was estimated to SEK 59 million. The Group has limited control over these costs. To the extent increases in such costs are not, directly or indirectly, compensated in accordance with the terms of tenancy agreements, or by renegotiation of tenancy agreements such as in relation to rent increases, it could have a material negative impact on the Group's results (see risk factor "*Changes to the value of the Group's properties*" above). The Company considers the probability of an increase in the relative operating costs (*i.e.*

¹ Including 35 hotel rooms.

without taking into account a larger property portfolio and an altered product mix) to be low. If the risk were to occur, the Company considers the potential negative impact to be low.

Maintenance costs are attributable to actions that intend to maintain the properties' original standard and value. In addition to maintenance costs, unexpected expenses related to adjustments for tenants normally arise. As per 31 March 2021, the maintenance costs on a 12-month basis was estimated to SEK 12 million. Unexpected and large renovation needs may entail significant expenses for the Group. The Company considers the probability of the risk occurring to be high. If the risk were to occur, the Company considers the potential negative impact to be low.

Risks related to acquisitions, disposals and other transaction-related risks

The Company's operations continuously involve property transactions. In the financial year 2020 the Group acquired investment properties at a total underlying property value of approximately SEK 2,800 million. During first quarter of 2021 and after, the Group has acquired investment properties at a total underlying property value of SEK 1,447 million and disposed properties at a total underlying property value of SEK 295 million. During the first quarter of 2021, accession was gained to four properties at an underlying property value of SEK 970 million. Such transactions are associated with risks and uncertainties. Acquisitions of properties are for instance associated with uncertainty in relation to the handling of tenants, unexpected costs with respect to environmental clean-up, rebuilding and handling technical problems, decisions from authorities and the occurrence of disputes relating to the acquisition or the condition of the property. Such uncertainties may result in delays and increased and/or unexpected costs for the transaction and that the value of the acquired property will therefore be lower than expected. In connection with the disposal of a property, there is a risk that claims could be directed against the Group regarding, among other things, the condition of the disposed property and provided warranties.

The Company considers the probability of any of the risks occurring to be low. If any of the risks were to occur, the Company considers the potential negative impact to be low.

The Group currently has one building under construction for a tenant owned association. When the Group sells properties to tenant owned associations, in addition to customary warranties regarding the property, the Group provides certain guarantees and undertakings in relation to the project, among other things, guarantees in relation to the financial calculation of the project (implying that the Group shall compensate the tenant owned association if the estimated costs set forth in the project financial calculation are exceeded) and in relation to the economic plan of the project. The Group has also committed to acquire unsold condominiums, and the Group is consequently affected by any reduced desire and ability to pay for housing units produced by the Group. The fulfillment of these guarantees and undertakings could lead to material costs for the Group. The Company considers the probability of the risk occurring to be medium. If the risk were to occur, the Company considers the potential negative impact to be low.

The Group is also regularly a guarantor for financing arrangements entered into by tenant owned associations for the purpose of financing the associations' acquisitions of the Group's housing development projects. In the event that such tenant owned association is unable to service its debt obligations and the value of pledged property would prove to be less than the tenant owned association's debts, the lenders may invoke the commitments made by the Group. There is a risk that the expected incomes calculated by a tenant owned association are not realised or that a tenant owned association for other reasons is unable to meet their financial commitments, which would trigger the Group's payment

obligations under the commitments made by the Group, resulting in material costs for the Group. 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 low.

Technical risks

The Group's property management, project development and property acquisitions are associated with technical risks, which include risks associated with the technical status of the property, such as the risk for construction errors, other latent defects and deficiencies, damages and pollution. If such technical problems would occur, they may cause delays of planned property development projects, or increased costs for upgrading and management of the Group's properties (including measures needed in respect of properties already disposed of). Any technical deficiencies in the properties developed by the Group may also constitute a breach of warranties that the Group has made to acquirers of such properties, which in turn may lead to increased costs for the Group – see for example “*Risks related to acquisitions, disposals and other transaction-related risks*” above.

The Company considers the probability of the abovementioned risks occurring to be medium. If the risks were to occur, the Company considers the potential negative impact to be medium.

Role distribution and dependence on key personnel

Genova's organisation is built around a number of individuals with many years of experience in property management, project development, financing and marketing. Its own capacity is complemented by purchased services, in order to give the organisation flexibility and capacity to handle large project volumes despite its limited size. Genova's narrow organisation may cause the Group to incur losses due to inadequate routines regarding, among other things, role distribution, internal control, appropriate administrative systems, competence development and access to reliable valuation and risk models.

Due to the limited size of the organisation, the Group and its operations are further dependent on a number of key people, including Genova's senior executives. Through their experience, these key people have built good relationships with actors in the property market in Sweden and these key people are therefore important for a successful development of the Group's business.

If Genova's procedures fail or lead to incorrect decisions or if key people leave Genova, it could have a medium negative impact on Genova's operational activities. The Company considers that the probability of the risk occurring is low.

Legal and regulatory risks

The Group is subject to political decisions that affect the operations

In order for the Group's properties and building rights to be used and developed as intended, different permits and rulings, including, zoning plans, building permits and other forms of land parceling are required, all of which are granted by local authorities and municipalities, both on a political and an official level. There is a risk that decisions and rulings are delayed and/or that the Group is not granted the permits or the decisions needed to conduct and develop the Group's operations as intended or that the intended projects only could be carried out at higher costs and/or lower development rate than expected or with delays. This could also have an impact on the value of the Group's properties. Furthermore, there is a risk that permits are appealed, and that processes are therefore significantly delayed, or that established practice and/or the political environment in which the Group operates

changes in an undesirable way for the Group. The Company considers the probability of any of the risks occurring to be high.

Property operations are also materially affected by more general political decisions by way of laws, regulations and other decisions by authorities regarding for example planning and construction processes, taxes and fees, construction requirements (e.g. safety requirements, environmental requirements, building standards, material requirements, etc.) and the rent control in the housing market. These rules and regulations are subject to changes, both due to political decisions and due to the legal interpretation of the rules and regulations. For example, in autumn 2019 a Court of Appeal (Sv. *Hovrätt*) ruling led to rent reductions for a number of newly built rental apartments in Uppsala. If the regulatory framework were to change, or if Genova's interpretation of existing laws and regulations prove to be incorrect, this could have a material negative impact on the Group's operations. 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.

Since 2017, developers may apply for so-called investment grants (Sv. *investeringsstöd*) for construction of rental apartments and student housing. The investment grant comes with certain requirements, *inter alia* in terms of rental levels (which must not exceed a certain level), tenant agencies (through municipal housing agencies or otherwise pursuant to open and transparent principles) and energy usage. Genova includes calculations for investment grants in its business model for ongoing projects. However, competitors of Genova, with projects in the same area as Genova, may receive investment grants exceeding such calculated levels, which may lead to lower rental levels in the area. In the longer term, investment grants could thus have adverse effects on rental levels in the areas also where Genova's properties are located. The Company considers the probability of the risk occurring to be medium. If the risk would materialise, the Company considers the potential negative impact to be low, since the impact is deemed geographically isolated.

Agreements (such as land development agreements) and procedures (such as zoning plan procedures) in the public sector, and the procedures relating thereto, are often subject to a more extensive review and public scrutiny than commercial agreements between private parties. The publicity and the political aspects of publicly procured agreements with municipalities and authorities imply an increased risk in relation to the Group's reputation. Negative publicity concerning the Group, regardless of its truthfulness, could have a material negative impact on the Group's operations. The Company considers the probability of any of the risks occurring to be high. If the risk were to materialise, the Company considers the potential negative impact to be medium.

The Company is from time to time dependent on temporary building permits in order for the Company, or its tenants, to be able to carry out planned operations on the property. In the event that such a temporary building permit would not be granted or extended, planned or ongoing use of the property may need to be changed or discontinued, which could adversely affect the Company's investment property portfolio. 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 medium.

Tax risks

The Group's operations are conducted in accordance with the Group's interpretation of applicable laws and regulations and current practice within the area of tax, and in accordance with advice from tax consultants. However, it cannot be ruled out, that the Group's interpretation of applicable tax laws and regulations is incorrect or that such regulations or practice changes, possibly with retroactive effect.

The Group may also, from time to time, be subject to tax audits which may result in additional tax or fees to be payable. For example, Genova Veddesta Fastighet AB was subject to a tax audit regarding VAT for the period 2016–2019. Auditing of this type may be carried out for an extended period of time and this generally means that any tax increases cannot be ruled out before such audit has been completed. The Group's tax situation is also affected by whether transactions between companies within the Group are considered to be market-priced and whether the Group's applied allocation principles, when allocating purchase value to properties, are considered correct.

Some senior executives have been offered and have acquired shares in companies within the Group. In September 2019, the Company repurchased such shares from senior executives through share exchange transactions, resolved pursuant with the so-called Leo Act (*Sv. Leo-lagen*). The Group believes that these transactions have been conducted on market terms. However, if any of these transactions are not considered to have been entered into on market terms, there is a risk that additional taxes, interest or fees will be imposed on the Group.

The company considers the probability of the risk occurring to be medium. If the risk were to occur, the Company considers the potential negative impact to be medium.

Changes in tax rules

Tax is a significant cost item for the companies in the Group. The Group's operations are affected by tax rules in force at any time and changes to these rules will thus have an effect on the Group. Changes to the property tax and other taxes such as corporate tax, VAT and other governmental charges as well as rules regarding tax exempted disposals of shares could thus have a negative impact on the Group's operations and results.

As the Group's operations are capital intensive, the Group is affected by the new interest deduction limitation rules that entered into force in Sweden on 1 January 2019. The new rules entail a general limitation for interest deductions within the corporate sector by introducing an EBITDA-rule implying that a company is only given the right to deduct a negative net interest income (the difference between the company's deductible interest expenses and its taxable interest income) corresponding to a maximum of 30 per cent. of the company's taxable EBITDA. In connection with the introduction of the general interest deduction limitation rules, the corporate tax rate was also reduced, in a first step to 21.4 per cent (as per 1 January 2019) and in a second step from 21.4 per cent to 20.6 per cent (as per 1 January 2021).

As per 31 March 2021, the Group's total outstanding interest bearing debt amounted to SEK 4,134 million, with an average interest rate of 2.0 per cent. (excluding the Company's bond loans; and including such bond loans, 3.0 per cent.). Depending on how the Group's capital structure and operating profit appear going forward, the new rules, despite the reduction in the corporate tax rate, may have a material adverse effect on the Group's results.

The Company considers that the probability of further changes in tax legislation that result in changes in the Group's tax position to be high. If the risk were to occur, the Company considers the potential negative impact to be high.

Risks related to accounting rules and uncertainty in estimates

The Group is affected by the accounting rules applicable in the jurisdictions in which the Group operates, including IFRS and other international accounting standards. The Group's accounting, financial reporting and internal control may in the future be affected by changes of or altered practices

in relation to applicable accounting rules. For example, IFRS 9 and IFRS 15 came in to force in January 2018 and IFRS 16 came into force in January 2019, and these standards are all applicable to the Group. This could result in uncertainty regarding the Group's accounting, financial reporting and internal control.

The Group's accounting, financial reporting and internal control are conducted in accordance with the Group's interpretation of the currently applicable accounting rules, and there is a risk that the Group's interpretation of such rules is incorrect. There is also a risk that changes to applicable accounting rules or an altered application of the now applicable accounting rules could affect the Group's financial result, balance sheet and equity. 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 medium.

The International Accounting Standards Board ("IASB") published a discussion paper "*Financial Instruments with Characteristics of Equity*" in June 2018 (the "**Discussion Paper**"). The Discussion Paper sets out the IASB's preferred approach to how to classify financial instruments such as the Green Capital Securities and would if implemented most likely lead financial instruments such as the Green Capital Securities being classified as financial liabilities. Rather than equity instruments as per the current accounting standards. In September 2019, IASB tentatively decided not to pursue the classification approach proposed in the Discussion Paper. If the changes to the accounting standard proposed in the Discussion Paper or any similar proposal would be implemented, it would most likely lead to the Green Capital Securities being classified as financial liabilities of the Company which in turn would have a negative impact on the Company's financial position and result in an early redemption of the Green Capital Securities. The Company considers the probability of such reclassification to be low. If the risk were to occur, the Company considers the potential negative impact to be medium.

Accounting in accordance with IFRS and generally accepted accounting principles require the management to make assumptions. Assets and liabilities, income, costs and additional information accounted for are affected by assessments and assumptions. The actual outcome may however differ from the assessments and assumptions made. At the time of an acquisition or sale of a property by the Group, different assessments and assumptions may be made, for instance regarding the probability of changes to zoning plans, obtaining of building permits or that an additional purchase price will be payable, and changes to such factors could affect the Group's earnings and financial position, inter alia due to changes to the value of the Group's properties. The Company considers the probability of incorrect assessments and assumptions to be low. If the risk were to occur, the Company considers the potential negative impact to be low.

Environmental risks

According to Swedish legislation, the main rule is that the business operator, either current or former, is responsible for the remediation of a contaminated property. There can be, or in the past there may have been, tenants on the properties owned directly or indirectly by the Group who conduct operations that may require remediation in accordance with the Swedish Environmental Code (Sv. *miljöbalken* (1998:808)).

If no operator can perform or pay for the remediation of a contaminated property, the party who has acquired the property is responsible for the remediation if the party knew of, or at the time ought to have discovered, the contaminations. As of 31 March 2021, the Group owned 53 investment properties and development projects comprised 6,319 building rights, all of which pertain ownership of real

property. This means that remediation claims under certain circumstances may be directed against the Group for cleaning-up or after-treatment due to the occurrence of, or suspicion of, contamination in the ground, water areas or groundwater, in order to ensure the properties are in such condition as required by the Environmental Code. If any of the Group's properties turns out to be contaminated, this could limit the Group's intended use of the property, lead to significant costs for after-treatment and/or have adverse effects on the value of the Group's properties.

If changes to legislation and authority requirements were to occur this might lead to increased costs for remediation or after-treatment for current or in the future acquired properties. Furthermore, future changes in applicable laws and regulations and authority requirements may lead to increased costs for the Group and delay the Group's intended development of properties.

The Company considers the probability of any of the risks occurring to be low. If any of the risks were to occur, the Company considers the potential negative impact to be medium.

Financial risks related to Genova

Financing and liquidity risks

The Group's operations are mainly financed by interest bearing debt. As per 31 March 2021, the Group's total outstanding interest bearing debt amounted to approximately SEK 4,134 million (of which approximately SEK 3,209 million to credit institutions). During 2019, approximately SEK 1,300 million of debt relating to the Group's investment properties were refinanced for 5 years with credit institutions. Part of the Group's operations consists of project development, which may be delayed or suffer from unexpected or increased costs due to factors which may be outside of the Group's control, which may in turn cause that projects are not completed before the loans fall due, or that such increased costs are not covered by existing loan agreements. In case the Company is unable to obtain new financing or refinance existing facilities, or is only able to obtain such financing on unfavourable terms, it could, among other things, lead to increased costs and lower revenues and have a material negative effect on the Group's operations in general. The Company considers the probability of the risk of not being able to obtain new financing or refinance existing facilities to be low, however, the probability significantly increases in the event of a material deterioration of the macroeconomic development or a decrease in value of the Group's properties. If the risk occurs and the Company is not able to obtain new financing or refinance existing facilities, the Company considers the potential negative impact to be high.

As per 31 March 2021, the Group has liquidity of SEK 260 million, including unutilised credit facilities of SEK 435 million. The Group's credit facility is subject to conditions consisting of a number of financial ratios and a number of non-financial ratios. The financial ratios include the loan-to-value ratio and the interest-coverage ratio. In the event that access to current financing changes (see risk factor "*Dependence on available financing alternatives*" above) and/or the macroeconomic conditions otherwise change in a way that affects the Group's results, financial position and cash flows (see risk factor "*Macroeconomic factors*" above), for example as a result of the outbreak of Covid-19 (see the risk factor "*Risks related to the outbreak of Covid-19*" above), it could adversely affect the Group's liquidity, which could lead to a working capital deficit in the Group. The company considers that the probability of the risk occurring is low. If the risk should occur, the Company considers that the potential negative impact is high.

Interest expense risks

The Group is financed mainly through interest bearing debt in addition to equity. Interest expenses are among the main cost items for the Group, amounting to approximately SEK 21.8 million for the period January to March 2021 and SEK 92.3 million for the financial year 2020. The interest expenses are mainly affected by the, from time to time, current interest rate levels. Interest rate expenses are affected by, besides the volume of interest bearing debt, the level of current market interest rates, the credit institutions' margins and the Group's strategy regarding interest rate fixation. As per 31 March 2021, the Group's average interest rate amounted to of 2.0 per cent. (excluding the Company's bond loans; and including such bond loans, 3.0 per cent.).

The market interest rates are mainly affected by the expected inflation rate. The short interest rates in Sweden, such as three months STIBOR, which currently constitutes the basis for determining the interest in a majority of the Group's loan agreements as per 31 March 2021 (see, however, for further discussion risk factor "*Interest rate risks and benchmarks*" below), is mainly affected by the Swedish National Bank's (Sv. *Riksbanken*) repo rate (Sv. *reporänta*), which is a monetary policy steering mechanism. If the inflation is expected to increase, the repo rate is expected to increase and vice versa. If the interest costs would increase by 1 percentage, the Group's interest costs would increase with approximately SEK 32 million. The larger the share of the Group's interest bearing loans covered by interest rate fixation and the longer such interest rate fixation periods, the longer time before a change in the base interest rate would affect the Group's interest expenses. Increased interest rates and increased interest expenses could lead to changes in fair market values, changes in cash flows and fluctuations in the Group's results. The Company considers the probability of any of the risks occurring to be medium. If any of the risks were to occur, the Company considers the potential negative impact to be medium.

Credit risk

The Group's existing and future counterparties, including its tenants, could enter into a financial position where they are unable to pay agreed rents on time or are otherwise unable to fulfil their obligations pursuant to tenancy agreements entered into. There is also a risk that the Group's counterparties, including tenant-owner associations, refrain from fulfilling its payment obligations in accordance with any preliminary sales agreements in relation to the Group's properties. These preliminary agreements are binding according to the Swedish Tenant-Owners Act (Sv. *bostadsrättslagen (1991:614)*), but it cannot be ruled out that parties of such preliminary agreements, when a condominium is to be signed, are unable to pay the contribution in accordance with the terms of the preliminary agreement or otherwise do not fulfil their obligations pursuant to such agreement, which ultimately may affect the warranties provided by the Group in relation to the relevant tenant-owner association (see risk factor "*Risks related to acquisitions, disposals and other transaction-related risks*" above). The Group has also entered into, and may enter into in the future, preliminary agreements concerning properties not yet been completed. If counterparties do not adhere to such preliminary agreements, the Group may not be fully reimbursed in case of the counterparty's failure to enter into a rental agreement in accordance with the preliminary agreement. The ability of the Group's counterparties to fulfil agreements vis-à-vis the Group is also affected by the prevailing macroeconomic environment (see risk factor "*Macroeconomic factors*" above), influenced by, for instance, the outbreak of Covid-19 (see risk factor "*Risks related to the outbreak of Covid-19*" above), which could adversely affect the Group's liquidity and decrease its working capital. The Company considers the probability of the risk occurring to be low. In the event that a single counterparty is unable to fulfil its commitments vis-à-vis the Group, the Company considers the potential negative impact to be low. However, the potential negative impact increases to high in the event that several counterparties fail to fulfil its

obligations. The Company considers the probability of the above risks occurring to be low but that the probability significantly increases in the event of a materially deteriorated macroeconomic development.

Financial covenants

The Group finances its operations by way of interest bearing loans from credit institutions as well as the capital markets, by way of bond loan financing. As per 31 March 2021, the Group's total outstanding interest bearing debt amounted to approximately SEK 4,134 million (of which approximately SEK 3,209 million to credit institutions). The Group's interest bearing debt to credit institutions is secured by mortgages and pledges over properties, promissory notes (within the Group) and shares in subsidiaries and by parent company guarantees. Certain Group companies have also issued guarantees for loans taken by tenant owned associations in relation to their acquisition of development projects from the Group.

Some of the Group's financing agreements include financial covenants. The financial covenants in such agreements are, at least in the short term, negatively affected when the Group acquires properties financed with loans from external creditors or in the event of value deterioration of the Group's properties. Should the Group fail to meet any financial covenants in the relevant loan agreements, it could result in the Group's loans, including the Company's bond loans, which contain cross-default provisions, being terminated prior to maturity and pledges or guarantee commitments being enforced, which could have a material adverse effect on the Group's operations and financial position, which in turn would lead to increased costs and/or a decrease in the Group's liquidity. Certain of the Group's loan agreements provide that the lender may terminate the agreements in the event of a change of control event occurring or in case the relevant security provided would become deteriorated, the Group is, among other things, subject to financial covenants in relation to its equity ratio and net debt to property value ratio. Consequently, deterioration of the property market (see risk factors "*Macroeconomic factors*" and "*Changes to the value of the Group's properties*" above) could result in the Group failing to meet its financial covenants, which in turn could result in the Group's loan agreements being terminated and/or any security being enforced, which would adversely affect the Company's operations and financial position. The Company considers the probability of the risk occurring to be medium. If the risk were to occur, the Company considers the potential negative impact to be high.

Risk factors specific and material to the Green Capital Securities

Risks related to the nature of the Green Capital Securities

Risks related to the labelling of the Green Capital Securities

The Company intends to use the net proceeds of the issue of the Green Capital Securities to redeem the existing preference shares and in accordance with the Company's green finance framework (the "**Green Finance 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 Finance 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.

A failure by the Company to apply the net proceeds of the Green Capital Securities in accordance with the Green Finance Framework does not give the investor a right to require that the Company shall

repurchase or redeem any of their Green Capital Securities. Should the Company fail to apply the net proceeds in accordance with the Green Finance 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.

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 Green Capital Securities. Furthermore, should such market conditions significantly change, there is a risk that an investor of the Green Capital Securities cannot trade its Green Capital Securities at attractive terms, or at all.

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

Dependence on subsidiaries and joint ventures

A significant part of the Group’s assets and revenues relate to the Company’s subsidiaries and joint ventures. 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 Green Capital Securities. The Company’s subsidiaries and joint ventures 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 Green Capital Securities, or to make funds available for such payments. The ability of the Company’s subsidiaries and joint ventures 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 of the Green Capital Securities 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.

The Green Capital Securities are contractually and structurally subordinated to most of the Company’s liabilities

The Green Capital Securities represent deeply subordinated debt obligations of the Company. This means that if the Company is subject to any liquidation (Sw. *likvidation*), bankruptcy (Sw. *konkurs*), restructuring (Sw. *företagsrekonstruktion*), administrative or other bankruptcy or insolvency proceedings, the investors normally receive payment after all other creditors have been paid in full. Hence, in relation to such liquidation or bankruptcy, restructuring, administrative or other bankruptcy or insolvency proceedings of the Company, investors’ claims for the principal amount of their Green Capital Securities and any accrued and unpaid interest thereon will rank *pari passu* with any present or future claims in respect of obligations of the Company in respect of Parity Securities (as defined in the terms and conditions for the Green Capital Securities). Furthermore, claims will rank junior in right of payment to any present or future claims of all unsubordinated obligations of the Company and all Subordinated Indebtedness (as defined in the terms and conditions for the Green Capital Securities). In relation to a liquidation or bankruptcy, claims will however rank in priority to all present and future claims in respect of the shares of the Company and any other obligation of the Company expressed to

rank junior to the Green Capital Securities or any Parity Securities. As the investors only will have an unsecured claim against the Company, the investors may not recover any or all of their investment.

There is no restriction in the terms and conditions of the Green Capital Securities in relation to incurring, issuing or guaranteeing debt ranking senior to or *pari passu* with the Green Capital Securities. The Company and its subsidiaries may incur additional indebtedness or issue guarantees in respect of indebtedness or guarantees of third parties. Furthermore, in the event of insolvency, liquidation or a similar event relating to one of the Company's subsidiaries or joint ventures, all creditors of such company would be entitled to payment in full out of the assets of such subsidiary or joint venture before the Company, as a shareholder, would be entitled to any payments. Thus, the Green Capital Securities are structurally subordinated to the liabilities of such subsidiaries and joint ventures. Incurring such additional indebtedness may reduce the amount (if any) recoverable by investors if the Company is subject to any dissolution, winding-up, liquidation, restructuring, administrative or other bankruptcy or insolvency proceedings and may increase the likelihood of that interest payments under the terms and conditions of the Green Capital Securities are deferred, at the potential detriment on an investor.

Any potential investor should therefore be aware of that an investment in the Green Capital Securities entails a risk that the investor loses all or part of its investment if the Company becomes liquidated, bankrupt, insolvent, carries out a restructuring or is wound-up.

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

Interest rate risks and benchmarks

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

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 and contracts or to measure the performance of investment funds) (the "BMR"). The implementation of the BMR will lead to that certain previously used benchmarks, such as EURIBOR will be discontinued, leading to that, *inter alia*, existing financing arrangements may need 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 Green Capital Securities. Increased or altered regulatory requirements and risks associated with the BMR (as amended) involve inherent risks, as the effects cannot be fully assessed at this point in time. There is a risk that developments in relation to STIBOR cause volatility in STIBOR, which would affect the interest rate for the Green Capital Securities.

Should STIBOR be discontinued, the terms and conditions of the Green Capital Securities does not provide for an alternative calculation of the interest rate for the Green Capital Securities. There is a risk that the lack of such alternative interest calculation mechanism results in interest payments less advantageous for the investors compared to similar securities investments, or that such interest payment do not meet market interest rate expectations.

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 Holders' rights and representation

Investors in the Green Capital Securities have very limited rights in relation to the enforcement of payments on the Green Capital Securities

If a default is made by the Company for a period of 30 days or more in relation to the payment of any interest, principal or premium in respect of the Green Capital Securities which is due and payable, the rights of the investors in respect of the Green Capital Securities are limited to instituting proceedings for an Issuer Winding-up, and the investors may prove and/or claim in respect of the Green Capital Securities in an Issuer Winding-up.

Whilst the claims of the investors in an Issuer Winding-up are for the principal amount of their Green Capital Securities together with any Deferred Interest and any other accrued and unpaid interest, such claims will be subordinated as stated above under "*The Green Capital Securities are contractually and structurally subordinated to most of the Company's liabilities*", accordingly, claims in respect of the Green Capital Securities would rank junior to claims in respect of unsubordinated obligations of the Issuer in the event of an Issuer Winding-up. The investors shall not be entitled to accelerate payments of interest or principal under the Green Capital Securities in any circumstances outside an Issuer Winding-up.

Furthermore, whilst the investors may institute other proceedings against the Company to enforce the terms of the Green Capital Securities, the Company shall not, by virtue of such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it. Accordingly, the investors' rights of enforcement in respect of payments under the Green Capital Securities are very limited.

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 high.

The Green Capital Securities constitute perpetual obligations

The Green Capital Securities are perpetual meaning that the Green Capital Securities have no specified maturity date. The Company is not obliged to redeem the Green Capital Securities at any time and investors have no option to redeem the Green Capital Securities at any time. The Company may only redeem the Green Capital Securities under certain circumstances.

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

Deferral of interest payment

The Company may, at its sole discretion by giving notice to the Holders, the Agent and the Issuing Agent before the relevant Interest Payment Date, elect to defer any interest payment, in whole or in part, which would otherwise be due on any Interest Payment Date. If interest is deferred in accordance with the terms and conditions of the Green Capital Securities, the Company has no obligation to make such payment on the relevant Interest Payment Date and any such non-payment of interest does not constitute a default or any other breach of obligations under the Green Capital Securities.

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

Deferral of interest payments may have an adverse effect on the market price for the Green Capital Securities. In addition, the availability to defer interest may result in that the market price for the Green Capital Securities is more volatile than otherwise would be the case for market prices of other securities in respect of which interest accrues over pre-determined interest periods. Furthermore, the possibility to defer interest payments may expose the investors to fluctuations in the Company's financial position and may result in that the yields from the Green Capital Securities are less foreseeable.

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.

RESPONSIBLE FOR THE INFORMATION IN THE PROSPECTUS

The Company has obtained all necessary resolutions, authorisations and approvals required in conjunction with the issuance of the Green Capital Securities and the performance of its obligations relating thereto. The issuance of the Green Capital Securities on 27 May 2021 was authorised by the board of directors at a board meeting held on 12 May 2021. At that board meeting, the board of directors also resolved to authorise certain representatives of the Company to execute, deliver and perform the documents contemplated by the issue of the Green Capital Securities, including this Prospectus.

The information in the Prospectus and in the documents incorporated by reference which derive from third parties has been accurately reproduced and, as far as the Company 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.

The Company is the source of all company specific information contained in this Prospectus and the Bookrunner has conducted no efforts to confirm or verify the information provided by the Company. The board of directors is responsible for the information given in this Prospectus only under the conditions and to the extent set forth in Swedish law. The board of directors confirms that, having taken all reasonable care to ensure that such is the case, the information in this Prospectus is, to the best of the board of directors' knowledge, in accordance with the facts and contains no omissions likely to affect its import.

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

Stockholm on 21 June 2021

GENOVA PROPERTY GROUP AB (PUBL)

The board of directors

THE GREEN CAPITAL SECURITIES IN BRIEF

This section contains a general and broad description of the Green Capital Securities. It does not claim to be comprehensive or cover all details of the Green Capital Securities. 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 Green Capital Securities, before a decision is made to invest in the Green Capital Securities.

Concepts and terms defined in Section *Terms and Conditions for the Green Capital Securities* are used with the same meaning in this section unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus.

General

Issuer	Genova Property Group AB (publ), reg. no. 556864-8116, Smålandsgatan 12, 111 46, Stockholm.
Resolutions, authorisations and approvals	The Company's board of directors resolved to issue the Green Capital Securities on 12 May 2021.
The Green Capital Securities offered	Green Capital Securities in the amount of SEK 200,000,000.
Nature of the Green Capital Securities	The Green Capital Securities 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.
Number of Green Capital Securities	160 Green Capital Securities.
ISIN	SE0015245519.
Issue Date	27 May 2021.
Price	All Green Capital Securities issued on the Issue Date, being 27 May 2021, have been issued at an issue price of one hundred and one (101.00) per cent. of the Nominal Amount.
No maturity	The Green Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Green Capital Securities in the circumstances described in this Clause 12 (<i>Redemption and repurchase of the Green Capital Securities</i>) of the Terms and Conditions. The Green Capital Securities are not redeemable at the option of the Holders at any time.
Initial Nominal Amount	The Green Capital Securities have a nominal amount of SEK 1,250,000 and the minimum permissible investment upon the Initial Issue is SEK 1,250,000.
Denomination	The Green Capital Securities are denominated in SEK.
Status of the Green Capital Securities	The Green Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, unsecured

and subordinated obligations of the Issuer. The rights and claims of the Holders in respect of the Green Capital Securities against the Issuer are subordinated as described below.

In the event of a voluntary or involuntary liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer (each an “**Issuer Winding-up**”), the Holders shall have a claim for the principal amount of their Green Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities, (ii) in priority to all present and future claims in respect of the ordinary shares of the Issuer and any other obligation of the Issuer expressed by its terms as at its original issue date to rank junior to the Green Capital Securities or any Parity Securities, and (iii) junior in right of payment to any present or future claims of all unsubordinated obligations of the Issuer and all Subordinated Indebtedness.

In the event of a company re-construction (Sw. *företagsrekonstruktion*) of the Issuer under the Swedish Company Reorganisation Act (Sw. *lag (1996:764) om företagsrekonstruktion*) the Holders shall have a claim for the principal amount of their Green Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities and (ii) junior in right of payment to any present or future claims of all unsubordinated obligations of the Issuer and all Subordinated Indebtedness.

Use of Proceeds..... The proceeds of the Initial Issue shall be applied by the Issuer in accordance with the Issuer’s Green Finance Framework including redemption of the Existing Preference Shares.

Interest Rate

Interest Rate Interest on the Green Capital Securities accrues at a floating rate of STIBOR (3 months) + the Margin. *per annum*.

Margin..... The Margin is:

- (a) 6.75 per cent. *per annum* from (but excluding) the First Issue Date to (and including) the First Step-up Date;
- (b) 8.75 per cent. *per annum* from (but excluding) the First Step-up Date to (and including) the Second Step-up Date;
- (c) 9.75 per cent. *per annum* from (but excluding) the Second Step-up Date to (and including) the Third Step-up Date; and

(d) 10.75 per cent. *per annum* from (but excluding) the Third Step-up Date to (and including) the Redemption Date.

Default Interest.....	If the Issuer fails to pay any amount payable by it pursuant to certain provisions in the Terms and Conditions, 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 of two (2) per cent. <i>per annum</i> . See further Clause 10.4 (<i>Default Interest</i>) of the Terms and Conditions.
Interest Payment Dates.....	<p>Subject to any optional interest deferral, Interest is to be paid quarterly in arrears on 5 March, 5 June, 5 September and 5 December each year, with the first Interest Payment Date being 5 June 2021 and the last Interest Payment Date being the relevant Redemption Date.</p> <p>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, if the Green Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date).</p>
Deferral of Interest Payments	The Issuer may, at any time and at its sole discretion, elect to defer any Interest Payment, in whole or in part, which is otherwise scheduled to be paid on an Interest Payment Date by giving notice of such election to the Holders, the Issuing Agent and the Agent not less than seven (7) Business Days prior to the relevant Interest Payment Date. Such deferral shall not constitute a default according to the Terms and Conditions. See further Clause 11.1 (<i>Deferral of Interest Payments</i>) of the Terms and Conditions.
Optional settlement of deferred Interest	Deferred Interest may be paid, in whole or in part, at any time at the option of the Issuer following delivery of a notice to such effect given by the Issuer to the Holders, the Issuing Agent and the Agent not less than seven (7) Business Days prior to the date on which the Issuer will pay such Deferred Interest. See further Clause 11.2 (<i>Optional settlement of Deferred Interest</i>) of the Terms and Conditions.
Mandatory settlement of deferred Interest	The Issuer shall pay any Deferred Interest, in whole but not in part, on the first date to occur of: (a) the tenth (10 th) Business Day following the date on which a Deferred Interest Payment Event occurs, (b) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period, and (c) the date on which the Capital Securities are redeemed or repaid in accordance with Clause 12 (<i>Redemption and repurchase of the Green Capital Securities</i>) or Clause 15 (<i>Default and Enforcement</i>) of the Terms and Conditions.

See further Clause 11.3 (*Mandatory settlement of Deferred Interest*) of the Terms and Conditions.

Redemption and repurchase

No maturity	The Green Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Green Capital Securities in the circumstances described in Clause 12.2 (<i>The Group Companies' purchase of Green Capital Securities</i>), Clause 12.3 (<i>Voluntary redemption by the Issuer (call option)</i>), 12.4 (<i>Voluntary redemption due to a Special Event</i>) and 12.6 (<i>Cancellation of Green Capital Securities</i>) under the Terms and Conditions.
The Group Companies' purchase of Green Capital Securities.....	The Issuer or any other Group Company may, subject to applicable law, at any time and at any price purchase Green Capital Securities in the market or in any other way. See further Clause 12.2 (<i>The Group Companies' purchase of Green Capital Securities</i>) of the Terms and Conditions.
Voluntary redemption by the Issuer (call option)	The Issuer may redeem all, but not only some, of the Green Capital Securities in full on the First Call Date or on any Interest Payment Date falling thereafter at a price per Green Capital Security equal to one hundred (100.00) per cent. of the Nominal Amount together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date. See further Clause 12.3 (<i>Voluntary redemption by the Issuer (call option)</i>) of the Terms and Conditions.
Voluntary redemption due to a Special Event.....	Upon a Special Event (as defined in the Terms and Conditions) occurring, the Issuer may redeem all, but not some only, of its Green Capital Securities at any time at a price per Capital Security equal to (i) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount, and (ii) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount, in each case together with any Deferred Interest and any accrued interest. See further Clause 12.4 (<i>Voluntary redemption due to a Special Event</i>) of the Terms and Conditions.
Cancellation of Capital Securities.....	All Green Capital Securities which are redeemed pursuant to Clauses 12.3 to 12.4 and all Green Capital Securities purchased and elected to be cancelled pursuant to Clause 12.2 (<i>The Group Companies' purchase of Capital Securities</i>) will be cancelled and may not be reissued or resold.

Miscellaneous

Transfer restrictions	The Green Capital Securities are freely transferable. The Holders may be subject to purchase or transfer restrictions with regard to the Green Capital Securities under local laws to which a Holder may be subject. The Green Capital Securities have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction.
Admission to trading	<p>The Issuer has the intention and shall use its best efforts (without assuming any legal or contractual obligation) to ensure that (a) the Green Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days after the relevant Issue Date and (b) that the Green Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Green Capital Securities in close connection to the redemption of the Green Capital Securities).</p> <p>Application for admission to trading of the Green Capital Securities on the sustainable bond list of Nasdaq Stockholm will be filed in connection with the SFSA's approval of this Prospectus. The earliest date for admitting the Green Capital Securities to trading on Nasdaq Stockholm is expected to be on or about 24 June 2021. The total expenses of the admission to trading of the Green Capital Securities are estimated to amount to SEK 150,000.</p>
Agent.....	Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden.
Governing law.....	Swedish law.
Timebar	The right to receive repayment of the principal of the Green Capital Securities 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.
Risk factors	Investing in the Green Capital Securities 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 Green Capital Securities.

DESCRIPTION OF THE COMPANY AND THE GROUP

History and development of the Company

The Company's legal and commercial name is Genova Property Group AB (publ) and it is a Swedish property company domiciled in Stockholm municipality, with Swedish reg. no 556864-8116. The Company was formed on 25 August 2011 and registered with the Swedish Companies Registration Office on 16 September 2011. According to the Company's articles of association, the objects of the Company are to carry on property investments and property management as well as conduct business compatible therewith. The business of the Group started in 2006 as a minor property company with a smaller property portfolio. At present, the Company is an active property company with long-term owners and a well-positioned property and project portfolio focusing on the growing regions of Stockholm and Uppsala, as well as certain other expansive regions in Sweden. The Company carries out its business in accordance with Swedish law including, but not limited to, the Swedish Companies Act (Sv. *aktiebolagslagen (2005:551)*) and the Swedish Annual Accounts Act (Sv. *årsredovisningslagen (1995:1554)*). The Company's ordinary shares and preference shares are both listed on Nasdaq Stockholm Main Market, the ordinary shares since 30 June 2020 and the preference shares since 12 June 2020.

Overview of the Issuer

<i>Company/trade name</i>	Genova Property Group AB (publ).
<i>Legal form</i>	Public limited liability company.
<i>Corporate registration number</i>	556864-8116.
<i>LEI-code</i>	549300EJ67GY3FS4IN91.
<i>Incorporated</i>	On 25 August 2011.
<i>Registered</i>	On 16 September 2011.
<i>Head office</i>	Municipality of Stockholm.
<i>Visitors address</i>	Smålandsgatan 12, 111 46, Stockholm, Sweden.
<i>Phone number</i>	+46 (0)8-124 443 60.
<i>Website</i>	www.genova.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).
<i>Operational objective</i>	The Company shall carry on property investments and property management as well as conduct business compatible therewith.

Organisational structure

The Issuer is the parent company of the Group, consisting of several operating companies set out in the tables below. Table A exhibits the Company's, directly or indirectly, wholly owned subsidiaries as of 31 December 2020. Table B exhibits the Company's subsidiaries as of 31 December 2020, where the Company exercises controlling influence due to its holding of more than fifty (50.00) per cent. of the

votes or by way of a controlling project plan influencing shareholders' agreements in relation to such subsidiaries.

Table A: Wholly owned, directly or indirectly, subsidiaries			
Company	Reg. no	Capital holding as of 31 December 2020 (%)	Voting rights as of 31 December 2020 (%)
Genova Fastigheter AB	556712-9324	100	100
Genova Retail AB	556898-0444	100	100
Genova Sunnersta AB	556864-7928	100	100
Genova Luthagen AB	556864-7936	100	100
Genova Almunge AB	556893-9036	100	100
Genova Storvreta AB	556864-7951	100	100
Genova Flogsta AB	556864-7944	100	100
Genova Knivsta Fastighet AB	559025-1970	100	100
Genova Lännersta AB	556848-2839	100	100
Genova Seminariet AB	559012-9002	100	100
Genova Omsorg AB	556759-5482	100	100
Genova Tattby AB	559012-8988	100	100
Genova Björknäs AB	559012-8996	100	100
Genova Lillsätra 2 AB	556660-2743	100	100
Genova Viby AB	556948-7456	100	100
Genova Brynjan AB	559129-9895	100	100
Genova Gördelmakaren 5 AB	556708-2739	100	100
Genova Hold Kvarnholmen AB	559068-5276	100	100
Genova Kvarnholmen Fastighet AB	559076-3248	100	100
Genova NV 3 Holding AB	559088-4861	100	100
Genova NV3 AB	559088-4119	100	100
Genova Linne Holding AB	559088-4739	100	100
Genova Linne AB	559088-4127	100	100
Genova Rivan Holding AB	559088-4838	100	100
Genova Rivan AB	559088-4135	100	100
Genova OM Holding AB	559089-0066	100	100

Genova Odal mannen Fastighet AB	559129-9911	100	100
Genova Instrumentet Holding AB	559130-7565	100	100
Genova Instrumentet Fastighet AB	559130-0057	100	100
Genova Veddesta Holding AB	559130-7573	100	100
Genova Veddesta Fastighet AB	559082-7316	100	100
Genova Verkstadsgatan Holding AB	559170-5040	100	100
Genova Verkstadsgatan AB	559129-9952	100	100
Genova Vikdalen Holding AB	559170-5057	100	100
Genova Vikdalen AB	559130-0008	100	100
Genova Drevern 1 AB	559170-6139	100	100
Genova Effektvägen AB	559220-1106	100	100
Genova Skarpnäs Fastighet AB	559170-5800	100	100
Genova Hold 22 AB	559191-4337	100	100
Magnethuset Fastighets KB	96715-9334	100	100
Handelsbolag Medhuset	916407-2507	100	100
Genova Hold 21 AB	559191-4311	100	100
Genova Nynäs AB	559170-6097	100	100
Genova Jungfrun 4 AB	559191-4188	100	100
Genova Elverket 1 AB	559191-4287	100	100
Genova Bergsbrunnvägen AB	559191-5516	100	100
Fastighets AB Gålö	556951-1099	100	100
Genova Mältargatan AB	559219-9516	100	100
Genova Drevern 2 AB	559219-9441	100	100
Genova Kungsängsesplanaden AB	559219-9276	100	100
Genova Hold 23 AB	559191-4345	100	100
Korskryddan AB	559116-2499	100	100
Korsängen Mark AB	559003-9607	100	100
Genova Hus Holding 1 AB	559053-5232	100	100
Genova Boländerna 9:11 AB	559014-3805	100	100
Genova Boländerna Fastighet AB	556721-2104	100	100
Genova Handelsmannen Holding AB	556898-0311	100	100

Genova Handelsmannen Fastighet AB	559064-1436	100	100
Genova Runö Holding AB	556898-0303	100	100
Genova Runö AB	556867-9095	100	100
Genova Kryddgården Holding AB	559076-1523	100	100
Genova Kryddgården Fastighet AB	559076-2257	100	100
Genova Borås Holding AB	559076-1556	100	100
GenJärn Borås Fastighet AB	556708-2663	100	100
GenJärn Borås Fastighet 2 AB	559170-6113	100	100
Genova Mackmyra Holding AB	559130-7557	100	100
Genova Mackmyra Fastighet AB	556723-4520	100	100
Genova Åleviken AB	559170-5065	100	100
Kryddgården Mark AB	559017-6300	100	100
Genova Byggnad Holding AB	559004-5059	100	100
Genova Sicklaön Holding AB	556898-0436	100	100
Genova Baggensfjärden Holding AB	559064-1469	100	100
Genova Baggensfjärden Fastighet AB	556898-0121	100	100
Genova Knivsta 21:1 Holding AB	559118-9468	100	100
Genova Sjöborren Holding AB	559130-7581	100	100
Genova Sjöborren AB	559076-9898	100	100
Genova Brynjan Holding AB	559130-7540	100	100
Riflex Gredelby 782 AB	556956-1581	100	100
Genova Gördelmakaren Holding AB	556898-0105	100	100
Särsta 3:398 Fastighetsförvaltning AB	559278-2857	100	100
Genova Nyproduktion AB	556848-2813	100	100
Genova Bostad Projektutveckling AB	556864-9098	100	100
Genova Projekt Holding 1 AB	556948-7282	100	100
Genova Aromatic Holding AB	556948-7431	100	100
Genova Saltsjölundan Holding AB	556991-6165	100	100
Genova Rosendal Holding AB	556991-6140	100	100
Genova Rosendal Holding 1 AB	559100-6746	100	100
Genova Bostad AB	556759-5680	100	100

Genova 10 AB	556864-8108	100	100
Genova 4 AB	556848-2847	100	100
Genova Projekt Holding 2 AB	559026-1912	100	100
Genova Knivsta Holding AB	559025-2986	100	100
Genova Fålhagen Holding AB	559076-3008	100	100
Genova Fålhagen Holding 1 AB	559093-9624	100	100
Genova Projekt Holding 3 AB	559130-2731	100	100
Genova Fast 34 AB	559170-6089	100	100
Genova Danmarks Kumla AB	559229-5751	100	100
Genova PLM AB	556898-0329	100	100
Genova PMA Spain SL	N/A	100	100
Genova PLM 2 AB	559076-1515	100	100
Genova Can Olivier SL	N/A	100	100
Genova Hold 1 AB	559076-1549	100	100
Genova Fast 27 AB	559088-4101	100	100
Genova Fast 43 AB	559220-2237	100	100
Genova Hold 20 AB	559173-1558	100	100
Genova Hold 24 AB	559191-4378	100	100
Genova Parkering och Service AB	559003-4137	100	100
Genova 14 AB	556948-7274	100	100
Genova 99 AB	559204-9406	100	100
Genova 98 AB	559204-9422	100	100

Table B: Subsidiaries where the Company exercises controlling influence

Company	Reg. no	Capital holding as of 31 December 2020 (%)	Voting rights as of 31 December 2020 (%)
Genova Viby Holding AB (together with its wholly-owned subsidiary Genova Viby Fastighet AB)	559213-0917	70	70
SBBGenova Gåshaga Holding AB (together with its wholly-owned subsidiary Genova Gåshaga AB)	559191-4386	50	50
SBBGenova Nackahusen AB (together with its wholly-owned subsidiaries Nackahusen	559264-9817	50	50

Holding AB (publ), Nacka 5 AB, Nacka 6 AB, Nacka dotter 14 AB, Nacka 8 AB, Nacka 9 AB and Nacka 11 AB)			
GenJärn Borås Holding AB (together with its wholly-owned subsidiaries GenJärn Borås Fastighet AB and GenJärn Borås Fastighet 2 AB)	559076-2984	50	50
GenovaFastator Holding AB (together with its wholly-owned subsidiary Konkret Fastighetsutveckling i Nacka AB)	559017-4057	50	50
GenovaRedito Holding AB (together with its wholly-owned subsidiaries Knivsta Gredelby 21:1 AB and Knivsta Särsta 12:1 AB)	559121-8572	50	50

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 below.

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.

Business model of the Group and objects of the Company

The Group's business model is to acquire, develop, build and manage properties and residential units in a sustainable and profitable way.

Business operations

The Group acquires, develops, builds and manages commercial properties and residential units primarily in the growing regions of Stockholm and Uppsala as well as certain other expansive regions in Sweden. In addition to equity, Genova's operations are largely financed by loans from credit institutions. As of the date of this Prospectus, the Company has two outstanding bond loans maturing in 2023 (senior unsecured callable floating rate bonds 2019/2023 with ISIN SE0013222593) and in 2024 (senior unsecured callable floating rate bonds 2020/2024 with ISIN SE0014808820).

The Group operates within two operating segments: investment properties and new construction. The investment property portfolio of the Group largely comprises commercial properties, retail stores, office buildings and warehouses and community service properties. The Group also owns properties with ongoing planning for future rental apartments combined with community service properties, mostly in new districts, and runs several development projects in various phases. As ongoing construction projects are gradually completed, residential and community service properties will account for a higher share of the investment property portfolio. As per 31 December 2020, the aggregated value of the Group's property portfolio comprised a total value of SEK 5,355 million (in relation to the Group's total assets of SEK 6,784.7 million).

On 31 December 2020, the Group owned 48 investment properties with a market value of approximately SEK 4,560 million, allocated over 189,543 square meters, with approximately 280 tenants and an

average tenancy duration of close to 7 years. The three largest tenants were Coop Sverige, Stiftelsen Uppsala Musikklasser and HOOM Home & Hotel AB, which together accounted for 14.38 per cent. of contracted rental income. The value of the Group's investment properties as per 31 December 2020 is to 57 per cent. attributable to greater Stockholm, to 31 per cent. attributable to Uppsala and to 12 per cent. attributable to other regions in Sweden.

The Group also operates new construction projects and as per 31 December 2020, the Group had three projects in production, corresponding to a property value of SEK 1,570 million and an estimated leasable area of approximately 29,906 square meters for residential units and 1,518 square meters for premises.

The Company owns shares in five joint ventures, together with Fastator, Redito, Järngrinden and SBB. The joint ventures in turn own eleven properties with a total property value of SEK 654 million, of which the Company's share amounts to SEK 327 million. The properties, which are currently let, comprise a total of approximately 2,132 residential building rights (of which the Company's stake is 1,066) for the future development of residential units.

Share capital, shares and shareholder structure

According to the articles of association, the Company's share capital shall be not less than SEK 40,800,000 and not more than SEK 163,200,000 divided into not less than 34,000,000 shares and not more than 136,000,000 shares. As of the date of this Prospectus, the Company had an issued share capital of SEK 52,292,359.2 divided into 39,576,966 ordinary shares and 4,000,000 preference shares. 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. Each preference share carries one tenth of a vote and has preferential rights to certain dividends as well as preferential rights to certain amounts in case of a winding-up of the Company. The ordinary shares were listed on Nasdaq Stockholm as of 30 June 2020. The preference shares were listed on Nasdaq Stockholm as of 12 June 2020 and were previously listed on Nasdaq First North Premier Growth Market as of 20 November 2015.

The former principal owners, Micael Bile and Andreas Eneskjöld are, via their respective companies, the Company's largest shareholders. The table below sets out the shareholder structure of the Company as of 31 March 2021.

	Shareholder	Number of ordinary shares	Number of preference shares	Share capital (%)	Voting rights (%)
1.	Micael Bile (via company)	17,814,999	140,000	41.2	44.6
2.	Andreas Eneskjöld (via company)	8,111,429	39,729	18.71	20.3
3.	Länsförsäkringar Fondförvaltning AB	3,874,479	0	8.89	9.69
4.	Michael Moschewitz (via company)	2,150,538	22,298	4.99	5.39
5.	Lancelot Asset Management	1,763,000	0	4.05	4.41
6.	Avanza Pension	1,075,350	449,852	3.50	2.80
7.	Capital Research and Management	1,384,600	0	3.18	3.46
8.	Skandia Fonder	929,787	0	2.13	2.33
9.	SEB Investment Management	400,795	0	0.92	1.00

10.	Enter Fonder	381,818	0	0.88	0.96
11.	BNP Paribas	342,267	0	0.79	0.86
12.	RBC Investor Service Bank SA	0	300,000	0.69	0.08
13.	Cancerfonden	230,000	0	0.53	0.58
14.	Total other shareholders	1,117,904	3,048,121	9.56	3.56
Total		39,576,966	4,000,000	100.00	100.00

As far as the Company is aware, no person or persons acting together has control over the Company and where “control” means acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Company or the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Company.

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 (Sv. *Svensk kod för bolagsstyrning*).

Recent events

There have been no recent events particular to the Issuer, which are to a material extent relevant to the evaluation of the Issuer’s solvency.

Material adverse changes, significant changes and trend information

There has been no material adverse change in the prospects of the Issuer since the date of publication of its last audited financial report, being the consolidated audited annual report for the financial year ended 31 December 2020.

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 2021 to 31 March 2021, to the date of this Prospectus.

There have been no significant changes in the financial position of the Group which has occurred since the end of the last financial period for which the Group has published interim financial information, being the interim financial report for the period 1 January 2021 to 31 March 2021, to the date of this Prospectus.

There have 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. As of 31 March 2021, the financial effects on the Group of the COVID-19 outbreak have been considered by the Company to be manageable. The Company has not needed to use the Swedish government’s support for furlough schemes, give notice of termination or to terminate any employees.

Interest of natural and legal persons involved in the issue of Green Capital Securities

The Issuing Agent and the Bookrunner and/or its 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 Bookrunner and/or its 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.

BOARD OF DIRECTORS AND MANAGEMENT

The board of directors of the Company currently consists of seven 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 Genova Property Group AB (publ), Smålandsgatan 12, 111 46, 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 of the Company

Mikael Borg, member of the board since 2019 and chairman of the board.

Current commitments outside the Group: Lawyer, partner and board member of Gernandt & Danielsson Advokatbyrå AB and G&D Advokatbyrå AB.

Micael Bile, member of the board since 2011.

Current commitments outside the Group: Board member of Tranviks Udde AB (and assignments in subsidiaries).

Andreas Eneskjöld, member of the board since 2014.

Current commitments outside the Group: Board member of Manacor Capital AB and Manacor Group AB (and assignments in subsidiaries).

Erika Olsén, member of the board since 2017.

Current commitments outside the Group: CIO at Areim AB. Board member of AOE Storön AB and deputy board member of Marigold AB.

Anette Asklin, member of the board since 2021.

Current commitments outside the Group: Chairman of the board in RO-Gruppen Förvaltning AB, Inhouse Tech i Göteborg AB, GU Ventures AB, board member and chairman of the audit committee in Fabège AB and Jernhusen AB and board member in Elof Hansson Holding AB and Fondstyrelsen at Göteborgs Universitet.

Maria Rankka, member of the board since 2019.

Current commitments outside the Group: EVP Business Development and Communications i Takura AB and CEO of Ankkar & Friends AB. Chairman of the Board of Ethos International. Board member of Ankkar & Friends AB, Cirkör Aktiebolag, Internationella Engelska Skolan i Sverige AB and Internationella Engelska Skolan i Sverige Holdings II ABAB. Member of IVA and the Global Village Foundation.

Senior management of the Company

Michael Moschewitz, CEO since 2017.

Current commitments Board member of MayNoo AB.
outside the Group:

Edvard Schéele, CFO since 2017.

Current commitments -
outside the Group:

Conflicts of interests within administrative, management and control bodies

As of 31 March 2021, Micael Bile and Andreas Eneskjöld holds, via their respective companies, 41.20 per cent. of the share capital and 44.60 per cent. of the votes and 18.71 per cent. of the share capital and 20.30 per cent. of the votes respectively in the Company. Thus, they have economic interests and a controlling influence over the Company, as applicable.

Certain board members and members of the management of the Company holds, direct or indirect shares in, or have assignments in, other entities on the Swedish real estate market. Thus, situation 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.

Genova Bostad Projektutveckling AB entered into a consultancy agreement on 16 October 2016 with a company, Henrik Raspe Design AB, that is wholly owned by the Head of Project Development of the Company, Henrik Raspe. According to such consultancy agreement Henrik Raspe Design AB shall, through Henrik Raspe, provide consultancy services within, *inter alia*, marketing. The remuneration pursuant to the consultancy agreements amounts to SEK 120,000 per month excluding VAT.

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.

FINANCIAL INFORMATION

Historical financial information

The Group's consolidated annual reports for the financial years ended 31 December 2019 and 31 December 2020 and the Group's consolidated unaudited interim report for the financial period 1 January – 31 March 2021 have been incorporated in this Prospectus by reference. The information incorporated by reference is to be read as part of this Prospectus.

The financial information for the financial years ended 31 December 2019 and 31 December 2020 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 ending 2019 and 2020 have been prepared in accordance with the Swedish Annual Accounts Act (*Sv. 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 – 31 March 2021 has been prepared in accordance with International Financial Reporting Standards (IFRS) and was prepared in accordance with IAS 34 Interim Financial Reporting. The information required by IAS 34.16A is also disclosed, except in the financial statements and their related notes, in other sections of the interim report.

The financial information for the financial years ended 31 December 2019 and 31 December 2020 have been audited by the Company's auditor. The financial information for the financial period 1 January – 31 March 2021 has not been audited or reviewed by the Company's auditor. Other than the auditing of the Group's consolidated annual reports for the financial years ended 31 December 2019 and 31 December 2020, the Company's auditor has not audited or reviewed any other parts of this Prospectus.

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

The Group's consolidated annual report for the financial year ended 31 December 2019 and 2020 and the Group's consolidated unaudited interim report for the financial period 1 January – 31 March 2021 are incorporated in this Prospectus by reference and is available at the Company's website <https://www.genova.se/investerare/finansiella-rapporter/>. For particular financial figures, please refer to the pages set out below

Financial report	Reference	Pages
The Group's consolidated annual report for the financial year ended 31 December 2019. ²	Group's consolidated income statement	95
	Group's consolidated balance sheet	96
	Group's consolidated changes in equity	97
	Group's consolidated cash flow statement	98
	The Company's income statement	99
	The Company's balance sheet	100

² <https://mb.cision.com/Main/13559/3073001/1219310.pdf>.

The Company's changes in equity	101
The Company's cash flow statement	102
Notes (including accounting principles)	103-133
Independent auditor's report	134-137

The Group's consolidated annual report for the financial year ended 31 December 2020 is incorporated in this Prospectus by reference and is available at the Company's website, <https://www.genova.se/investerare/finansiella-rapporter/>. For particular financial figures, please refer to the pages set out below.

Financial report	Reference	Pages
The Group's consolidated annual report for the financial year ended 31 December 2020. ³	Group's consolidated income statement	99
	Group's consolidated balance sheet	100
	Group's consolidated changes in equity	101
	Group's consolidated cash flow statement	102
	The Company's income statement	103
	The Company's balance sheet	104
	The Company's changes in equity	105
	The Company's cash flow statement	106
	Notes (including accounting principles)	107-138
	Independent auditor's report	140-143

The Group's consolidated unaudited interim report for the financial period 1 January – 31 March 2021 is incorporated in this Prospectus by reference and is available at the Company's website, <https://www.genova.se/investerare/finansiella-rapporter/>. For particular financial figures, please refer to the pages set out below.

Financial report	Reference	Pages
The Group's consolidated unaudited interim report for the financial period 1 January – 31 March 2021. ⁴	Group's consolidated income statement	18
	Group's consolidated balance sheet	22
	Group's consolidated changes in equity	23
	Group's consolidated cash flow statement	27
	The Company's income statement	31
	The Company's balance sheet	32
	The Company's changes in equity	33

³ <https://mb.cision.com/Main/13559/3317987/1395784.pdf>

⁴ <https://mb.cision.com/Main/13559/3342473/1414177.pdf>

Notes (including accounting principles)	19-21, 24-26, 36
---	------------------------

Auditing of the annual historical financial information

The Company's annual reports for the financial years ended 2019 and 2020 have been audited by Ernst & Young AB, with Henrik Nilsson as the auditor in charge. Ernst & Young AB has been the Company's auditor since 2008. At the annual general meeting held on 24 April 2020, Ernst & Young AB was re-elected as the Company's auditor, with Henrik Nilsson as the responsible auditor, until the next general meeting 2021. Henrik Nilsson is a member of FAR. The business address of Ernst & Young AB is Ernst & Young Aktiebolag, Jakobsbergsgatan 24, SE-111 44 Stockholm, Sweden.

Age of the most recent financial information

The most recent audited financial information derives from the Company's consolidated annual report for the financial year ended 31 December 2020, the publishing of which was announced by way of press release on 31 March 2021.

Legal and 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.

OTHER INFORMATION

Clearing and settlement

The Green Capital Securities are connected to the account-based system of Euroclear Sweden AB, Swedish reg. no 556112-8074, P.O. Box 191, SE-101 23 Stockholm. This means that the Green Capital Securities are registered on behalf of the Holders on a securities account (Sv. *VP-konto*). No physical Green Capital Securities have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear's book-entry system.

Credit rating

No credit rating has been assigned to the Company or its debt securities.

Representation of the holders

Nordic Trustee & Agency AB (publ), Swedish reg. no. 556882-1879, is acting as agent ("**Agent**") for the holders in relation to the Green Capital Securities, and if relevant, any other matter within its authority or duty in accordance with the Terms and Conditions.

By acquiring Green Capital Securities, each subsequent holder 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 (Norrländsgatan 23, SE-111 43 Stockholm, Sweden) during normal business hours as well as at the Agent's website, www.nordictrustee.com and the Company's website, ww.genova.se.

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 Green Capital Securities.

Documents available for inspection

Copies of the following documents are available in paper format at the Company's head office during office hours, as well as at the Company's website, www.genova.se during the validity period of this Prospectus.

- The Company's articles of association and corporate registration certificate.
- The Terms and Conditions.
- The Green Finance Framework dated December 2020.
- The Group's consolidated annual report for the financial year ended 31 December 2019.
- The Group's consolidated annual report for the financial year ended 31 December 2020.
- The Group's consolidated unaudited interim report for the financial period 1 January – 31 March 2021.

Interest of natural and legal persons involved in the issue of Green Capital Securities

The Issuing Agent and the Bookrunner and/or its affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Company 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 Bookrunner and/or its 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.

TERMS AND CONDITIONS

G E N O V A

Genova Property Group AB (publ)

Maximum SEK 1,250,000,000

Subordinated Perpetual Floating Rate Callable

Green Capital Securities

ISIN: SE0015245519

LEI: 549300EJ67GY3FS4IN91

First Issue Date: 5 March 2021

SELLING RESTRICTIONS

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

The Green Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Green Capital Securities 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.

PRIVACY STATEMENT

Each of the Issuer, the Agent and the Issuing Agent may collect and process personal data relating to the Holders, the Holders' representatives or agents, and other persons nominated to act on behalf of the Holders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Green Capital Securities). The personal data relating to the Holders 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 Green Capital Securities and payments under the Green Capital Securities, (iii) to enable the Holders 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.genova.se, www.nordictrustee.com and www.swedbank.com.

TERMS AND CONDITIONS

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

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

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

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

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

“**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 before the First Issue Date between the Issuer and the Agent, or any replacement agent agreement entered into after the First Issue Date between the Issuer and an Agent.

“**Agent**” means the Holders’ agent under these Terms and Conditions from time to time, initially Nordic Trustee & Agency AB (publ), reg. no. 556882-1879.

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

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

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

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

“**Capital Security**” means debt instruments (Sw. *skuldförbindelser*), each for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act, issued by the Issuer under these Terms and Conditions, including the Initial Green Capital Securities and any Subsequent Green Capital Securities.

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

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

“**CSD Regulations**” means the CSD’s rules and regulations applicable to the Issuer, the Agent and the Green Capital Securities from time to time.

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

“**Default**” has the meaning ascribed to it in Clause 15.1 (*Proceedings*).

“**Deferred Interest**” has the meaning ascribed to it in Clause 11.1 (*Deferral of Interest Payments*).

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

- (a) declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital or any other obligation of the Issuer which ranks or is expressed by its terms to rank junior to the Green Capital Securities or any Parity Securities;
- (b) declaration or payment of any distribution or dividend or any other payment made by the Issuer or any Subsidiary of the Issuer, as the case may be, on any Parity Securities;
- (c) redemption, repurchase, repayment, cancellation, reduction or other acquisition by the Issuer or any Subsidiary of the Issuer of any shares of the Issuer or any other obligation

of the Issuer which ranks or is expressed by its terms to rank junior to the Green Capital Securities or any Parity Securities; and/or

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

save for:

- (i) in each case, any compulsory distribution, dividend, other payment, redemption, repurchase, repayment, cancellation, reduction or other acquisition required by the terms of such securities or by mandatory operation of applicable law;
- (ii) in each case, any declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital, which is made by reason of a claim (in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*) by shareholder(s) owning not less than ten (10.00) per cent. of the shares in the Issuer; and
- (iii) in the case of paragraph (c) above only, any redemption, repurchase, repayment, cancellation, reduction or other acquisition that is executed in connection with, or for the purpose of:
 - (A) any reduction of the quota value of the share capital of the Issuer without a corresponding return of cash, capital or assets to shareholders of the Issuer; or
 - (B) any share buyback programme then in force and duly approved by the shareholders' general meeting of the Issuer or the relevant Subsidiary of the Issuer (as applicable) or any existing or future stock option plan or free share allocation plan or other incentive plan, in all cases, reserved for directors, officers and/or employees of the Issuer or the relevant Subsidiary of the Issuer or any associated hedging transaction.

“**Enforcement**” has the meaning ascribed to it in Clause 15.2 (*Enforcement*).

“**Existing Preference Shares**” means the 4,000,000 preference shares issued by the Issuer existing as of the First Issue Date.

“**First Call Date**” means the date falling five (5) years 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.

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

“**First Issue Date**” means 5 March 2021.

“**First Step-up Date**” means the date falling five (5) years after the First Issue Date.

“**Force Majeure Event**” has the meaning ascribed to it in Clause 25 (*Force majeure*).

“**Issue Date**” means the First Issue Date or any subsequent date when Subsequent Green Capital Securities are issued.

“**Green Finance Framework**” means the Issuer’s green finance framework, as it is worded on the Issue Date of the relevant Green Capital Securities.

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

“**Group Company**” mean each member of the Group.

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

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

“**Initial Green Capital Securities**” means the Green Capital Securities issued on the First Issue Date.

“**Initial Issue**” means the issuance of Green Capital Securities on the First Issue Date.

“**Interest**” means the interest on the Green Capital Securities calculated in accordance with Clause 10 (*Interest*).

“**Interest Payment**” means, in respect the payment of Interest on an Interest Payment Date, the amount of Interest payable for the relevant Interest Period in accordance with Clause 10 (*Interest*).

“**Interest Payment Date**” means, subject to Clause 11 (*Optional interest deferral*), 5 March, 5 June, 5 September and 5 December in 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 for the Green Capital Securities being 5 June 2021 and the last Interest Payment Date being the relevant Redemption Date.

“**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, if the Green Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date) and, in respect of any Subsequent Green Capital Securities, each Interest Period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance (or the First Issue Date if there is no such Interest Payment Date) and ending on (and including) the next succeeding Interest Payment Date (or, if the Green Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date).

“**Interest Rate**” means the Base Rate plus the applicable Margin, as adjusted by any application of Clause 18 (*Replacement of Base Rate*).

“**Issue Date**” means the First Issue Date or any subsequent date when Subsequent Green Capital Securities are issued pursuant to these Terms and Conditions, as agreed between the Issuing Agent and the Issuer.

“**Issuer**” means Genova Property Group AB (publ), a public limited liability company incorporated under the laws of Sweden with reg. no. 556864-8116.

“**Issuer Winding-up**” has the meaning ascribed to it in paragraph (a) of Clause 2.2.

“**Issuing Agent**” means Swedbank AB (publ), reg. no. 502017-7753, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Margin**” means:

- (a) from (but excluding) the First Issue Date to (and including) the First Step-up Date, 6.75 per cent. *per annum*;
- (b) from (but excluding) the First Step-up Date to (and including) the Second Step-up Date, 8.75 per cent. *per annum*; and
- (c) from (but excluding) the Second Step-up Date to (and including) the Third Step-up Date, 9.75 per cent. *per annum*; and
- (d) from (but excluding) the Third Step-up Date to (and including) the Redemption Date, 10.75 per cent. *per annum*.

“**Nasdaq Stockholm**” means the Regulated Market of Nasdaq Stockholm Aktiebolag, reg. no. 556420-8394.

“**Net Proceeds**” means the proceeds from the issuance of any Green Capital Securities after deduction has been made for transaction costs payable by the Issuer in connection with the issuance and listing of such Green Capital Securities.

“**Nominal Amount**” has the meaning ascribed to it in Clause 3.1.

“**Parity Securities**” means any obligations of:

- (a) the Issuer, issued directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Green Capital Securities; and
- (b) any Subsidiary of the Issuer having the benefit of a guarantee or support agreement from the Issuer which ranks or is expressed to rank *pari passu* with the Green Capital Securities.

“**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.

“**Proceedings**” has the meaning ascribed to it in Clause 15.1 (*Proceedings*).

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

“**Record Date**” means the fifth (5th) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Redemption Date; or
- (c) 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 Green Capital Securities are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Green Capital Securities*).

“**Reference Banks**” means Nordea Bank Abp, filial i Sverige, Skandinaviska Enskilda Banken, AB (publ) and Swedbank AB (publ) (or such other banks as may be appointed by the Issuing Agent in consultation with the Issuer).

“**Regulated Market**” means any regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

“**Second Step-up Date**” means the date falling seven (7) years after the First Issue Date.

“**Securities Account**” means the account for dematerialised securities maintained by the CSD pursuant to the Central Securities Depositories and Financial Instruments Accounts Act in which:

- (a) an owner of such security is directly registered; or
- (b) an owner’s holding of securities is registered in the name of a nominee.

“**SEK**” or “**Swedish Kronor**” means the lawful currency of Sweden.

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

“**STIBOR**” means:

- (a) the Stockholm interbank offered rate (STIBOR) administered by the Base Rate Administrator for the offering of deposits in Swedish Kronor and for a period equal to the relevant Interest Period, as displayed on page STIBOR= of the Thomson

Reuters screen (or any replacement thereof) as of or around 11.00 a.m. on the Quotation Day;

- (b) if no rate as described in paragraph (a) is available for the relevant Interest Period, the rate determined by the Issuing Agent by linear interpolation between the two closest rates for STIBOR fixing, as displayed on page STIBOR= of the Thomson Reuters screen (or any replacement thereof) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in 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 rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks, 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 Indebtedness**” means any obligation of the Issuer, whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of an Issuer Winding-up to the claims of all unsubordinated creditors of the Issuer but senior to the Green Capital Securities or to the obligations of the Issuer in respect of any Parity Securities.

“**Subsequent Green Capital Securities**” means any Capital Security issued in a Subsequent Issue.

“**Subsequent Issue**” has the meaning ascribed to it in Clause 3.5.

“**Subsidiary**” means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), which at any time is a subsidiary (Sw. *dotterföretag*) to such person, directly or indirectly, as defined in the Swedish Companies Act (Sw. *aktiebolagslagen 2005:551*).

“**Substantial Repurchase Event**” shall be deemed to occur if the Issuer and/or any of its Subsidiaries repurchases and cancels or has at any time repurchased and cancelled, a principal amount of Green Capital Securities equal to or greater than eighty (80.00) per cent. of the aggregate principal amount of the Green Capital Securities issued (which shall include, for these purposes, any Subsequent Green Capital Securities).

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

“Tax Law Change” means:

- (a) any amendment to, clarification of, or change in, the laws or treaties (or any regulations thereunder) of Sweden, or any political subdivision or any authority thereof or therein having the power to tax, affecting taxation;
- (b) any governmental action; or
- (c) any amendment to, clarification of, or change in the application, official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position,

in each case, by any legislative body, court, governmental authority or regulatory body in Sweden, irrespective of the manner in which such amendment, clarification, change, action, pronouncement, interpretation or decision is made known, which amendment, clarification or change is effective or such governmental action, pronouncement, interpretation or decision is announced on or after the First Issue Date.

“Third Step-up Date” means the date falling nine (9) years after the First Issue Date.

“Total Nominal Amount” means the total aggregate Nominal Amount of the Green Capital Securities outstanding at the relevant time.

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

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

1.2 Construction

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

- (a) **“assets”** includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a **“regulation”** includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department or regulatory, self-regulatory or other authority or organisation;

- (d) a provision of law is a reference to that provision as amended or re-enacted; and
 - (e) a time of day is a reference to Stockholm time.
- 1.2.2 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (*Sw. Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.
- 1.2.3 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.
- 1.2.4 No delay or omission of the Agent or of any Holder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.
- 1.2.5 The selling and distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of the Terms and Conditions and may be updated without the consent of the Holders and the Agent (save for the privacy statement insofar it relates to the Agent).

2 STATUS OF THE GREEN CAPITAL SECURITIES

- 2.1 The Green Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, unsecured and subordinated obligations of the Issuer. The rights and claims of the Holders in respect of the Green Capital Securities against the Issuer are subordinated as described under Clause 2.2.
- 2.2 In the event of:
- (a) a voluntary or involuntary liquidation (*Sw. likvidation*) or bankruptcy (*Sw. konkurs*) of the Issuer (each an “**Issuer Winding-up**”), the Holders shall, in respect of their Green Capital Securities, have a claim for the principal amount of their Green Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:
 - (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities;
 - (ii) in priority to all present and future claims in respect of:
 - (A) the share capital of the Issuer; and
 - (B) any other obligation of the Issuer expressed by its terms as at its original issue date to rank junior to the Green Capital Securities or any Parity Securities; and

- (iii) junior in right of payment to any present or future claims of:
 - (A) all unsubordinated obligations of the Issuer; and
 - (B) all Subordinated Indebtedness; or
- (b) a company re-construction (Sw. *företagsrekonstruktion*) of the Issuer under the Swedish Company Reorganisation Act (Sw. *lag (1996:764) om företagsrekonstruktion*), the Holders shall, in respect of their Green Capital Securities, have a claim for the principal amount of their Green Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:
 - (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities; and
 - (ii) junior in right of payment to any present or future claims of:
 - (A) all unsubordinated obligations of the Issuer; and
 - (B) all Subordinated Indebtedness.

Claims in respect of the share capital of the Issuer are not subject to loss absorbing measures under a company re-construction of the Issuer.

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

3 THE AMOUNT OF THE GREEN CAPITAL SECURITIES

- 3.1 The aggregate amount of the Green Capital Securities will be an amount of up to SEK 1,250,000,000 which will be represented by Green Capital Securities, each of a nominal amount of SEK 1,250,000 (the “**Nominal Amount**”) or full multiples thereof. The Total Nominal Amount of the Initial Green Capital Securities issued is SEK 500,000,000.
- 3.2 The ISIN for the Green Capital Securities is SE0015245519.
- 3.3 The Initial Green Capital Securities are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.
- 3.4 The minimum permissible investment in connection with the Initial Issue is SEK 1,250,000.
- 3.5 Provided that a Default has not occurred, the Issuer may, at one or several occasions after the First Issue Date, issue Subsequent Green Capital Securities under these Terms and Conditions

(each such issue, a “**Subsequent Issue**”), provided that the Total Nominal Amount of the Initial Green Capital Securities and all Subsequent Green Capital Securities may not exceed SEK 1,250,000,000.

- 3.6 Subsequent Green Capital Securities shall be issued subject to these Terms and Conditions and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount and the perpetual nature applicable to the Green Capital Securities issued in the Initial Issue shall also apply to Subsequent Green Capital Securities.
- 3.7 The price of Subsequent Green Capital Securities may be set at par, at a discount or at a premium compared to the Nominal Amount.
- 3.8 The Green Capital Securities are denominated in SEK and each Capital Security is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Green Capital Securities, subject to and in accordance with these Terms and Conditions, and to comply with these Terms and Conditions.
- 3.9 By subscribing for Green Capital Securities, each initial Holder agrees that the Green Capital Securities shall benefit from and be subject to these Terms and Conditions and by acquiring Green Capital Securities each subsequent Holder confirms these Terms and Conditions.

4 USE OF PROCEEDS

- 4.1 An amount equivalent to the Net Proceeds of the Initial Issue shall be applied in accordance with the Issuer’s Green Finance Framework including redemption of the Existing Preference Shares.
- 4.2 An amount equivalent to the Net Proceeds of any Subsequent Issue shall be applied by the Issuer in accordance with the Issuer’s Green Finance Framework.

5 CONDITIONS PRECEDENT

5.1 Conditions precedent in respect of the Initial Green Capital Securities

- 5.1.1 The Issuer shall provide to the Agent, as soon as possible but no later than 9.00 a.m. two (2) Business Days prior to the First Issue Date, the following, in form and substance satisfactory to the Agent (acting reasonably):
- (a) copies of the articles of association and certificate of registration of the Issuer;
 - (b) a copy of a resolution from the board of directors of the Issuer:
 - (i) approving the issue of the Initial Green Capital Securities and resolving that it executes and performs these Terms and Conditions and the Agency Agreement; and
 - (ii) authorising a specified person or persons to execute these Terms and Conditions and the Agency Agreement on its behalf;

- (c) a copy of these Terms and Conditions and the Agency Agreement duly executed by the Issuer;
- (d) a copy of the Issuer's Green Finance Framework and the second opinion relating to the Issuer's Green Finance Framework.

5.1.2 The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1.1 have been fulfilled (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)).

5.1.3 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.1.2, the Issuing Agent shall settle the issuance of the Initial Green Capital Securities and pay the Net Proceeds of the Initial Green Capital Securities to the Issuer on the First Issue Date.

5.2 **Conditions precedent in respect of any Subsequent Green Capital Securities**

5.2.1 The Issuer shall provide to the Agent, no later than 9.00 a.m. two (2) Business Days prior to any Issue Date in respect of Subsequent Green Capital Securities, the following, in form and substance satisfactory to the Agent (acting reasonably):

- (a) copies of the articles of association and certificate of registration of the Issuer;
- (b) a copy of a resolution from the board of directors of the Issuer approving the issue such Subsequent Green Capital Securities and resolving to that it execute and perform any documents necessary in connection therewith.

5.2.2 The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions set out in Clause 5.2.1 have been fulfilled (or amended or waived in accordance with Clause 17 (*Amendments and waivers*)).

5.2.3 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.2.2, the Issuing Agent shall settle the issuance of any Subsequent Green Capital Securities and pay the Net Proceeds of such Subsequent Green Capital Securities to the Issuer on the relevant Issue Date.

5.3 **No responsibility for documentation**

The Agent may assume that the documentation and evidence delivered to it pursuant to this Clause 5 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 or evidence. The Agent does not have any obligation to review the documentation and evidence set out in this Clause 5 from a legal or commercial perspective of the Holders.

6 **THE GREEN CAPITAL SECURITIES AND TRANSFERABILITY**

6.1 Each Holder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.

- 6.2 The Green Capital Securities are freely transferable. All Green Capital Securities transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Green Capital Securities transferees upon completed transfer.
- 6.3 Upon a transfer of Green Capital Securities, any rights and obligations under these Terms and Conditions relating to such Green Capital Securities are automatically transferred to the transferee.
- 6.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Green Capital Securities or the possession, circulation or distribution of any document or other material relating to the Issuer or the Green Capital Securities in any jurisdiction other than Sweden, where action for that purpose is required. Each Holder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Green Capital Securities, (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) of business). Each Holder must ensure compliance with such restrictions at its own cost and expense.
- 6.5 For the avoidance of doubt and notwithstanding the above, a Holder which allegedly has purchased Green Capital Securities in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Holder hereunder in each case until such allegations have been resolved.
- 6.6 The Green Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Green Capital Securities 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.

7 GREEN CAPITAL SECURITIES IN BOOK-ENTRY FORM

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

- 7.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 7.4 For the purpose of or in connection with any Holders' Meeting or any Written Procedure, 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 Holders.
- 7.6 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 7.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Holder or third party unless necessary for such purposes.

8 RIGHT TO ACT ON BEHALF OF A HOLDER

- 8.1 If any Person other than a Holder wishes to exercise any rights under these Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.
- 8.2 A Holder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Green Capital Securities held by it. Any such representative may act independently under these Terms and Conditions in relation to the Green Capital Securities for which such representative is entitled to represent the Holder.
- 8.3 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clauses 8.1 and 8.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 8.4 These Terms and Conditions shall not affect the relationship between a Holder who is the nominee (*Sw. förvaltare*) with respect to a Capital Security and the owner of such Capital Security, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

9 PAYMENTS IN RESPECT OF THE GREEN CAPITAL SECURITIES

- 9.1 Any payment or repayment under these Terms and Conditions, or any amount due in respect of a repurchase of any Green Capital Securities, shall be made to such Person who is registered as a Holder on the Record Date prior to the relevant payment date, or to such other Person who

is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.

- 9.2 If a Holder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account, such deposits will be effectuated by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Holders 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.
- 9.4 If payment or repayment is made in accordance with this Clause 9, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount, unless the Issuer or the CSD (as applicable) was aware of that the payment was being made to a Person not entitled to receive such amount.
- 9.5 The Issuer is not liable to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

10 INTEREST

10.1 Interest accrual

Interest accrues during an Interest Period. The Initial Green Capital Securities carries Interest at the applicable Interest Rate from, but excluding, the First Issue Date up to and including the relevant Redemption Date. Any Subsequent Capital Security will carry Interest at the Interest Rate from, but excluding, the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to and including the relevant Redemption Date.

10.2 Interest Rate

- 10.2.1 The Interest Rate in respect of each Interest Period shall be the aggregate of the applicable:
- (a) Margin; and
 - (b) STIBOR (3 months).
- 10.2.2 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

10.3 Interest Payment Dates

10.3.1 Subject to Clause 11 (*Optional interest deferral*) and the Business Day Convention, payment of interest in respect of the Green Capital Securities shall be made quarterly in arrears to the Holders on each Interest Payment Date for the preceding Interest Period.

10.3.2 The Interest Payment in respect of each Interest Period may be deferred in accordance with Clause 11 (*Optional interest deferral*).

10.4 Default Interest

If the Issuer fails to pay any amount payable by it pursuant to Clause 11.3 (*Mandatory settlement of Deferred Interest*) or Clause 12 (*Redemption and repurchase of the Green Capital Securities*) (except for Clause 12.1 (*No maturity*), Clause 12.2 (*The Group Companies' purchase of Green Capital Securities*) and Clause 12.5 (*Cancellation of Green Capital Securities*)) on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate of two (2.00) per cent. *per annum*. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD.

11 OPTIONAL INTEREST DEFERRAL

11.1 Deferral of Interest Payments

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

11.1.2 If the Issuer makes only a partial payment of interest on an Interest Payment Date, such amount shall be applied equally to each Capital Security.

11.1.3 Any Interest Payment so deferred pursuant to this Clause 11 shall, from (but excluding) the Interest Payment Date on which such Interest Payment would (but for its deferral) have been payable to (and including) the date on which it is paid in full, itself bear interest at the Interest Rate prevailing from time to time (which interest shall compound on each Interest Payment Date) and, for so long as the same remains unpaid, such deferred interest (together with the interest accrued thereon) shall constitute "**Deferred Interest**".

11.1.4 The deferral of an Interest Payment in accordance with this Clause 11 shall not constitute a default pursuant to Clause 15 (*Default and Enforcement*) by the Issuer under the Green Capital Securities or for any other purpose.

11.2 **Optional settlement of Deferred Interest**

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

11.3 **Mandatory settlement of Deferred Interest**

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

- (a) the tenth (10th) Business Day following the date on which a Deferred Interest Payment Event occurs;
- (b) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period; and
- (c) the date on which the Green Capital Securities are redeemed or repaid in accordance with Clause 12 (*Redemption and repurchase of the Green Capital Securities*) or Clause 15 (*Default and Enforcement*).

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

12 **REDEMPTION AND REPURCHASE OF THE GREEN CAPITAL SECURITIES**

12.1 **No maturity**

The Green Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Green Capital Securities in the circumstances described in this Clause 12 (*Redemption and repurchase of the Green Capital Securities*). The Green Capital Securities are not redeemable at the option of the Holders at any time.

12.2 **The Group Companies' purchase of Green Capital Securities**

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

12.3 **Voluntary redemption by the Issuer (call option)**

The Issuer may elect to redeem all, but not some only, of the Green Capital Securities in full on the First Call Date or on any Interest Payment Date falling thereafter at a price per Capital Security equal to one hundred (100.00) per cent. of the Nominal Amount together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date.

12.4 **Voluntary redemption due to a Special Event**

Upon the occurrence of a Special Event, the Issuer may redeem all, but not some only, of its Green Capital Securities at any time at a price per Capital Security equal to:

- (a) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount; or
- (b) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount,

in each case together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date.

12.5 **Notice of redemption**

Redemption in accordance with Clauses 12.3 or 12.4 shall be made by the Issuer giving not less than thirty (30) and not more than sixty (60) days' prior notice, prior to the proposed Redemption Date, to the Holders, the Issuing Agent and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable but may in the case of a redemption in accordance with Clause 12.3, at the Issuer's discretion, contain one or more conditions precedent that shall be satisfied prior to the Record Date. Upon fulfillment of the conditions precedent (if any) and upon expiry of such notice, the Issuer shall redeem the Green Capital Securities in full at the applicable amounts on the specified Redemption Date.

12.6 **Cancellation of Green Capital Securities**

All Green Capital Securities which are redeemed pursuant to this Clause 12 and all Green Capital Securities purchased and elected to be cancelled pursuant to Clause 12.2 (*The Group Companies' purchase of Green Capital Securities*) will be cancelled and may not be reissued or resold. The Issuer shall promptly inform the Holders in accordance with Clause 24 (*Notices and press release*), the Agent and the Issuing Agent of any such cancellation and for so long as the Green Capital Securities are admitted to trading on Nasdaq Stockholm and the rules of such exchange so require, the Issuer shall promptly inform Nasdaq Stockholm (or any other relevant Regulated Market on which the Green Capital Securities are admitted to trading) of the cancellation of any Green Capital Securities under this Clause 12.6.

13 PRECONDITIONS TO SPECIAL EVENT REDEMPTION

- 13.1 Prior to the publication of any notice of redemption pursuant to Clause 12 (*Redemption and repurchase of the Green Capital Securities*) (other than redemption pursuant to Clause 12.3 (*Voluntary redemption by the Issuer (call option)*)), the Issuer shall deliver to the Agent a certificate signed by two authorised signatories of the Issuer stating:
- (a) that the relevant requirement or circumstance giving rise to the right to redeem the Green Capital Securities is satisfied; and
 - (b) in the case of a Withholding Tax Event, that the Issuer is unable to avoid paying additional amounts by taking measures reasonably available to it.
- 13.2 In addition, in the case of an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event, the Issuer shall deliver to the Agent and the Issuing Agent an opinion of independent legal, accounting or other tax advisers to the effect that the relevant requirement or circumstance giving rise to the right to redeem is satisfied (save, in the case of a Withholding Tax Event, as to whether reasonable measures to avoid paying additional amounts are available to the Issuer). The Agent and the Issuing Agent shall be entitled to accept such opinion without any further inquiry as sufficient evidence of the satisfaction of the criteria set out in this paragraph, in which case it shall be conclusive and binding on the Holders.
- 13.3 Any redemption of the Green Capital Securities in accordance with Clause 12 (*Redemption and repurchase of the Green Capital Securities*) shall be conditional on all Deferred Interest being paid in full in accordance with the provisions of Clause 11.3 (*Mandatory settlement of Deferred Interest*) on or prior to the date of such redemption.

14 ADMISSION TO TRADING

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

- (a) the Initial Green Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days after the First Issue Date;
- (b) any Subsequent Green Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days following the relevant Issue Date (or any shorter period of time required pursuant to applicable regulations or stock exchange rules); and
- (c) the Green Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to

time) preventing trading in the Green Capital Securities in close connection to the redemption of the Green Capital Securities).

15 DEFAULT AND ENFORCEMENT

15.1 Proceedings

15.1.1 Without prejudice to the Issuer's right to defer the payment of interest under Clause 11 (*Optional interest deferral*), if a default is made by the Issuer for a period of thirty (30) days or more in relation to the payment of any interest, principal or premium in respect of the Green Capital Securities which is due and payable (a "**Default**"), then the Issuer shall be deemed to be in default under the Green Capital Securities and the Agent (acting on instructions of the Holders in accordance with these Terms and Conditions) or (subject to Clause 22 (*No direct action by Holders*)) any Holder may institute proceedings for an Issuer Winding-up provided that such Default is still continuing ("**Proceedings**").

15.1.2 In the event of an Issuer Winding-up, a Holder may, provided such Holder does not contravene a previously adopted resolution (if any), either independently or through the Agent prove and/or claim in such Issuer Winding-up in respect of the Green Capital Securities, such claim being for such amount, and being subordinated in such manner, as is provided under Clause 2.2.

15.2 Enforcement

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

15.3 Extent of Holders' Remedy

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

16 DECISIONS BY BONDHOLDERS

16.1 Request for a decision

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

16.1.2 Any request from the Issuer or a Holder (or Holders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Holders, be made by

them jointly) for a decision by the Holders on a matter relating to these Terms and Conditions shall be directed to the Agent and dealt with at a Holders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Holders' Meeting than by way of a Written Procedure, it shall be dealt with at a Holders' Meeting.

- 16.1.3 The Agent may refrain from convening a Holders' Meeting or instigating a Written Procedure if the suggested decision must be approved by any Person in addition to the Holders and such Person has informed the Agent that an approval will not be given or the suggested decision is not in accordance with applicable regulations.
- 16.1.4 The Agent shall not be responsible for the content of a notice for a Holders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 16.1.5 Should the Agent not convene a Holders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.1.3 being applicable, the Person requesting a decision by the Holders may convene such Holders' Meeting or instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Holder, the Issuer shall upon request from such Holder provide the Holder with necessary information from the Debt Register in order to convene and hold the Holders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Agent to open the Holders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.
- 16.1.6 Should the Issuer want to replace the Agent, it may convene a Holders' 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 Holders 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 Holders' Meeting in accordance with Clause 16.2.1. The Issuer shall inform the Agent before a notice for a Holders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.
- 16.1.7 Should the Issuer or any Holder(s) convene a Holders' Meeting or instigate a Written Procedure pursuant to Clause 16.1.5 or 16.1.6, then the Agent shall no later than five (5) Business Days prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Holder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

16.2 Holders' Meeting

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

16.2.2 The notice pursuant to Clause 16.2.1 shall include:

- (a) the time for the meeting;
- (b) the place for the meeting;
- (c) an agenda for the meeting (including each request for a decision by the Holders and if a request concerns an amendment to these Terms and Conditions, such proposed amendment must always be set out in detail);
- (d) a form of power of attorney; and
- (e) should prior notification by the Holders be required in order to attend the Holders' Meeting, such requirement shall be included in the notice.

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

16.2.3 The Holders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.

16.2.4 At a Holders' Meeting, the Issuer, the Holders (or the Holders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Holders' Meeting. The Holders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Holders' Meeting instead of the Holder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Holder.

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

16.3 Written Procedure

16.3.1 The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete request from the Issuer or the Holder(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 Holder on the Business Day prior

to the date on which the communication is sent. If the Written Procedure has been requested by the Holder(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 Holders;
- (b) a description of the reasons for, and contents of, each request and if a request concerns an amendment to these Terms and Conditions, such proposed amendment must always be set out in detail;
- (c) a specification of the Business Day on which a Person must be registered as a Holder in order to be entitled to exercise voting rights;
- (d) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;
- (e) the stipulated time period within which the Holder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 16.3.1); and
- (f) if the voting shall be made electronically, instructions for such voting.

16.3.3 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 16.4.2 and 16.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.4.2 or 16.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

16.4 **Majority, quorum and other provisions**

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

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

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

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

- (a) the issue of any Subsequent Green Capital Securities, if the Total Nominal Amount of the Green Capital Securities exceeds, or if such would cause the Total Nominal Amount of the Green Capital Securities to at any time exceed, SEK 1,250,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Green Capital Securities are issued);
- (b) a change to the currency, denomination, status or transferability of the Green Capital Securities;
- (c) a change to the Nominal Amount or the Interest Rate (including, for the avoidance of doubt, changes to the Margin or STIBOR other than as a result of an application of Clause 18 (*Replacement of Base Rate*));
- (d) a change of Issuer;
- (e) an amendment of the perpetual nature of the Green Capital Securities;
- (f) any delay of the due date for payment of any interest and/or principal on the Green Capital Securities other than as permitted pursuant to Clause 11 (*Optional Interest Deferral*);
- (g) a mandatory exchange of Green Capital Securities for other securities;
- (h) early redemption of the Green Capital Securities, other than as otherwise permitted or required by the Terms and Conditions; and
- (i) amend the provisions in this Clause 16.4.2 or in Clause 16.4.3.

- 16.4.3 Any matter not covered by Clause 16.4.2 shall require the consent of Holders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (d) of Clause 17.1) or an Enforcement of the Green Capital Securities pursuant to Clause 15.2 (*Enforcement*).
- 16.4.4 If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Holders' Meeting or the Agent in a Written Procedure, will prevail. The chairman at a Holders' Meeting shall be appointed by the Holders in accordance with Clause 16.4.3.
- 16.4.5 Quorum at a Holders' Meeting or in respect of a Written Procedure only exists if a Holder (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Holders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 16.2.5 (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 16.4.6 If a quorum does not exist at a Holders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Holders' Meeting (in accordance with Clause 16.2.1) or initiate a second Written Procedure (in accordance with Clause 16.3.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Holders' consent. The quorum requirement in Clause 16.4.5 shall not apply to such second Holders' Meeting or Written Procedure.
- 16.4.7 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under these Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.4.8 A Holder holding more than one Capital Security need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Holders that consent at the relevant Holders' 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.
- 16.4.10 A matter decided at a duly convened and held Holders' Meeting or by way of Written Procedure is binding on all Holders, irrespective of them being present or represented at the Holders' Meeting or responding in the Written Procedure. The Holders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Holders.
- 16.4.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Holders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.4.12 If a decision shall be taken by the Holders on a matter relating to these Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Green Capital Securities owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Green Capital Securities. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Capital Security is owned by a Group Company or an Affiliate of a Group Company.

- 16.4.13 Information about decisions taken at a Holders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Holders 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 Holders' Meeting or Written Procedure shall at the request of a Holder be sent to it by the Issuer or the Agent, as applicable.

17 AMENDMENTS AND WAIVERS

- 17.1 The Issuer and the Agent (acting on behalf of the Holders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Holders;
- (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 Green Capital Securities admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Holders;
- (e) is made pursuant to Clause 18 (*Replacement of Base Rate*); or
- (f) has been duly approved by the Holders in accordance with Clause 15 (*Decisions by Holders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Holders.

- 17.2 The Agent shall promptly notify the Holders of any amendments or waivers made in accordance with Clause 17.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.

- 17.3 An amendment or waiver to the Finance Documents shall take effect on the date determined by the Holders' Meeting, in the Written Procedure or by the Agent, as the case may be.

18 REPLACEMENT OF BASE RATE

18.1 General

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

18.1.2 If a Base Rate Event has occurred, this Clause 18 shall take precedent over the fallbacks set out in 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 determined in accordance with Clause 18.3.3, to be applied to a Successor Base Rate or an Alternative Base Rate, the objective of which, in each case, shall be to reduce or eliminate, to the fullest extent reasonably practicable, any transfer of economic value from one party to another as a result of a replacement of the Base Rate.

“**Alternative Base Rate**” means the reference rate that has replaced the Base Rate in customary market usage in the relevant debt capital markets for the purposes of determining rates of interest in respect of Green Capital Securities denominated in Swedish kronor or, if there is no such rate, such other rate as the Independent Adviser determines is most comparable to the Base Rate.

“**Base Rate Amendments**” has the meaning set forth in Clause 18.3.5.

“**Base Rate Event**” means that:

- (a) the Base Rate has:
 - (i) been permanently or indefinitely discontinued;
 - (ii) ceased to exist; or
 - (iii) ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate ceasing to be calculated or administered;
- (b) the Base Rate Administrator ceases to publish the applicable Base Rate permanently or indefinitely and, at that time, no successor administrator has been appointed to continue to publish the Base Rate;
- (c) the supervisor of the Base Rate Administrator:
 - (i) has made a public statement stating that the Base Rate is no longer representative of the underlying market; or
 - (ii) is recommending the usage of a Successor Base Rate for the applicable Base Rate;
- (d) the Base Rate Administrator or its supervisor announces that:
 - (i) the Base Rate methodology has changed materially after the First Issue Date; or

- (ii) the Base Rate may no longer be used, either generally or in respect of the Green Capital Securities; or
- (e) it has become unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Holder using the applicable Base Rate.

“**Base Rate Event Announcement**” means a public statement by the Base Rate Administrator or the supervisor of the Base Rate Administrator that any event or circumstance specified in paragraphs (a) to (e) of the definition of Base Rate Event 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 any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee of any of them or the Financial Stability Council (Sw. *Finansiella stabilitetsrådet*) or any part thereof.

“**Successor Base Rate**” means a screen or benchmark rate which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body.

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 or an Alternative 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 determine a Successor Base Rate or, if there is no Successor Base Rate, an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating 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 (i) a Base Rate Event has occurred or (ii) a Base Rate Event Announcement has been made and the announced Base Rate Event will occur within six (6) months, 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 determine, as soon as commercially reasonable, a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the Adjustment Spread and any Base Rate Amendments for purposes of determining and calculating the applicable Base Rate.
- 18.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 18.3.2, the Holders shall, if so decided at a Holders’ Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer’s expense) for the purposes set forth in Clause 18.3.2.
- 18.3.4 The Adjustment Spread determined by the Independent Adviser in accordance with Clause 18.3.1 or 18.3.2, shall be the Adjustment Spread which:

- (a) is formally recommended in relation to the replacement of the Base Rate by any Relevant Nominating Body; or
- (b) if paragraph (a) above does not apply, the Independent Adviser determines is customarily applied to the relevant Successor Base Rate or Alternative Base Rate (as applicable), in comparable debt capital markets transactions.

18.3.5 The Independent Adviser shall also determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or an Alternative Base Rate or to reflect the adoption of such Successor Base Rate or Alternative Base Rate in a manner substantially consistent with market practice (“**Base Rate Amendments**”).

18.3.6 Provided that a Successor Base Rate or (if there is no Successor Base Rate) an Alternative Base Rate and, in each case, the applicable Adjustment Spread and any Base Rate Amendments have been determined no later than ten (10) Business Days 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.

18.4 **Interim measures**

18.4.1 If a Base Rate Event has occurred but no Successor Base Rate or Alternative Base Rate and Adjustment Spread have been determined at least ten (10) Business Days prior to the relevant Quotation Day in relation to the next succeeding Interest Period, 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.

18.5 **Notices etc.**

The Issuer shall promptly following the determination by the Independent Adviser of any Successor Base Rate, Alternative Base Rate, Adjustment Spread and any Base Rate Amendments give notice thereof to the Agent, the Issuing Agent and the Holders in accordance with Clause 24 (*Notices and press release*) and the CSD.

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 confirming the relevant Successor Base Rate or Alternative Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined in accordance with the provisions of this Clause 18. The Successor Base Rate or Alternative 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 determination, be binding on the Issuer, the Agent, the Issuing Agent and the Holders.

- 18.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 18.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Holders, without undue delay effect such amendments to the 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.

18.8 **Failure to comply**

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

19 **THE AGENT**

19.1 **Appointment of the Agent**

- 19.1.1 By subscribing for Green Capital Securities, each initial Holder appoints the Agent to act as its agent in all matters relating to the Green Capital Securities 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 Green Capital Securities held by such Holder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. företagsrekonstruktion) or bankruptcy (Sw. konkurs) (or its equivalent in any other jurisdiction) of the Issuer. By

acquiring Green Capital Securities, each subsequent Holder confirms such appointment and authorisation for the Agent to act on its behalf.

- 19.1.2 Each Holder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Holder which does not comply with such request.
- 19.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 19.1.4 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 19.1.5 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 **Duties of the Agent**

- 19.2.1 The Agent shall represent the Holders 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 Holders. The Agent is never acting as an advisor to the Holders or the Issuer. Any advice or opinion from the Agent does not bind the Holders or the Issuer.
- 19.2.3 When acting pursuant to the 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 Holders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Holders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the 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 Holders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.
- 19.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:
- (a) in connection with any Proceedings or Enforcement;
 - (b) for the purpose of investigating or considering:

- (i) an event or circumstance which the Agent reasonably believes is or may lead to Proceedings or Enforcement; 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 Holders under the Finance Documents;
 - (c) in connection with any Holders' 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.
- 19.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 19.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor:
- (a) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
 - (b) whether any other event specified in any Finance Document has occurred.
- Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 19.2.9 The Agent shall ensure that it receives evidence satisfactory to it that the Finance Documents are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.9. Other than as set out above, the Agent shall neither be liable to the Issuer or the Holders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.
- 19.2.10 Notwithstanding any other provision of the 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.
- 19.2.11 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Holders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- 19.2.12 The Agent shall give a notice to the Holders 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 pursuant to Clause 19.2.11.
- 19.2.13 Upon the reasonable request by a Holder, the Agent shall promptly distribute to the Holders any information from such Holder which relates to the Green Capital Securities (at the discretion of the Agent). The Agent may require that the requesting Holder 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 Holder disclose the identity of any other Holder who has consented to the Agent in doing so.
- 19.2.14 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 Holders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Green Capital Securities. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Holders delay disclosure or refrain from disclosing certain information.

19.3 **Liability for the Agent**

- 19.3.1 The Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 19.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Holders to delay the action in order to first obtain instructions from the Holders.
- 19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Holders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 19.3.4 The Agent shall have no liability to the Issuer or the Holders for damage caused by the Agent acting in accordance with instructions of the Holders given in accordance with the Finance Documents.

19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Holders 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 Holders, in which case the Holders shall appoint a successor Agent at a Holders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

19.4.2 Subject to Clause 19.4.6, if the Agent is insolvent 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 Holder (or Holders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Holders, be given by them jointly), require that a Holders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Holders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Holders that the Agent be dismissed and a new Agent appointed.

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

- (a) the notice of resignation was given;
- (b) the resignation otherwise took place; or
- (c) the Agent was dismissed through a decision by the Holders,

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

19.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the 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 Holders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.

- 19.4.8 In the event that there is a change of the Agent in accordance with this Clause 19.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

20 THE ISSUING AGENT

- 20.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Green Capital Securities. 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 Green Capital Securities.
- 20.3 The Issuing Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

21 THE CSD

- 21.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Green Capital Securities.
- 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 Holder or the admission to trading of the Green Capital Securities 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 Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.

22 NO DIRECT ACTIONS BY HOLDERS

- 22.1 A Holder may not take any 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 Holders 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 Holder 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 19.2.11, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.12 before a Holder may take any action referred to in Clause 22.1.

23 TIME-BAR

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

24 NOTICES AND PRESS RELEASE

24.1 Notices

- 24.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time or, if sent by e-

mail by the Issuer, to such e-mail address notified by the Agent to the Issuer from time to time;

- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or to such address as notified by the Issuer to the Agent by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Agent, to such e-mail address as notified by the Issuer to the Agent from time to time; and
- (c) if to the Holders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address), on the Business Day prior to dispatch, and by either courier delivery or letter for all Holders. A notice to the Holders shall also be published on the websites of the Issuer and the Agent.

24.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (or, if between the Agent and the Issuer, by e-mail) and will only be effective:

- (a) in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1;
- (b) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1.1; or
- (c) in case of e-mail to the Agent or the Issuer, when received in legible form by the e-mail address specified in Clause 24.1.1.

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

24.2 **Press releases**

24.2.1 Any notice or communication that the Issuer or the Agent shall send to the Holders pursuant to Clauses 11.1.1, 11.2, 11.3.2, 12.5 (*Notice of redemption*), 12.6 (*Cancellation of Green Capital Securities*), 16.2.1, 16.3.1, 16.4.13, 17.2 and 18.5 (*Notices etc.*) 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 Green Capital Securities, the Issuer or the Group contained in a notice that the Agent may send to the Holders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Holders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Holders, the Agent shall be entitled to issue such press release.

25 FORCE MAJEURE

- 25.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 25.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 25.3 The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

26 GOVERNING LAW AND JURISDICTION

- 26.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 26.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 26.3, be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- 26.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Holders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

ADDRESSES**Company and Issuer**

Genova Property Group AB (publ)

Smålandsgatan 12
SE-111 46, Stockholm
Sweden
+46(0)8-124 443 60

Agent

Nordic Trustee & Agency AB (publ)
P.O. Box 7329
SE-103 90 Stockholm
Sweden
+46(0)8-783 79 00

Legal counsel

Gernandt & Danielsson
Advokatbyrå KB
P.O. Box 5747
SE-114 87 Stockholm
Sweden
+46(0)8-670 66 00

Issuing Agent and Bookrunner

Carnegie Investment Bank AB
(publ)
Regeringsgatan 56
SE-103 38 Stockholm
Sweden
+46(0)8 5886 88 00

Central securities depository

Euroclear Sweden AB
P.O. Box 191
SE-101 23 Stockholm
Sweden
+46(0)8-402 90 00

Auditor

Ernst & Young Aktiebolag

Jakobsbergsgatan 24
+46(0)8-520 590 00