

*This prospectus was approved by the Swedish Financial Supervisory Authority on 25 September 2024. The validity of this prospectus will expire within twelve (12) months after the date of its approval. The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this prospectus is no longer valid.*

**G E N O V A**

**Genova Property Group AB  
(publ)**

**PROSPECTUS REGARDING THE ADMISSION TO TRADING OF**

**SEK 450,000,000**

**SENIOR UNSECURED CALLABLE FLOATING RATE GREEN  
BONDS**

**2024/2027**

**ISIN: SE0022725636**

**25 September 2024**

# IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by Genova Property Group AB (publ), Swedish reg. no. 556864-8116 (“**Genova**”, the “**Company**” or the “**Issuer**” or together with its direct and indirect subsidiaries, unless otherwise indicated by the context, the “**Group**”), in relation to the application for admission for trading of the Issuer’s SEK 450,000,000 senior unsecured callable floating rate green bonds 2024/2027 with ISIN SE0022725636 (the “**Bonds**”), issued on 29 August 2024 (the “**Issue Date**”), in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**” and the “**Bond Issue**”, respectively), on the sustainable bond list on Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). The Bonds have been issued under a framework of SEK 650,000,000. Concepts and terms defined in Section *Terms and Conditions for the Bonds* are used with the same meaning throughout the entire Prospectus unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus. Danske Bank A/S, Danmark, Sverige Filial and Swedbank AB (publ) has acted as joint bookrunners (the “**Bookrunners**”) and Danske Bank A/S, Danmark, Sverige Filial has acted as issuing agent (the “**Issuing Agent**”).

This Prospectus has been prepared by the Company as well as approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) pursuant to Chapter II and Article 20 in the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “**Prospectus Regulation**”). Furthermore, Annexes 7 and 15 of the Commission Delegated Regulation (EU) 2019/980 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, form the basis for the content of this Prospectus. Approval and registration in accordance with the Prospectus Regulation does not constitute any guarantee from the SFSA that the information in this Prospectus is accurate or complete.

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

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Issuer’s auditors. Certain financial information in this Prospectus may have been rounded off and, as a result, the numerical figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them. This Prospectus shall be read together with all documents that are incorporated by reference and possible supplements to this Prospectus. In this Prospectus, any references to “**SEK**” refer to Swedish Kronor or to “**EUR**” refer to Euro.

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

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

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

# TABLE OF CONTENTS

---

RISK FACTORS .....	1
THE BONDS IN BRIEF .....	14
DESCRIPTION OF THE ISSUER AND THE GROUP .....	20
OWNERSHIP STRUCTURE .....	23
THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND AUDITORS .....	24
SUPPLEMENTARY INFORMATION .....	27
FINANCIAL INFORMATION.....	29
TERMS AND CONDITIONS.....	31
ADDRESSES .....	83

# RISK FACTORS

---

*The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Bonds in order to make an informed investment decision. The risk factors set forth below are therefore limited to risks that, in the meaning of Regulation (EU) 2017/1129, are material and specific, to the Company, the Group and the Bonds.*

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

## **RISK FACTORS SPECIFIC AND MATERIAL TO THE ISSUER AND THE GROUP**

### **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 (Sw. *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 30 June 2024, the Group’s property portfolio comprised a total value of SEK 9,459.5 million (in relation to the Group’s total assets of SEK 11,259.2 million). Generally, the market value of a property is displayed in a value range of +/- 5-10 per cent. to reflect the uncertainty in the assumptions. As per 30 June 2024, with an uncertainty interval of +/- 10 per cent., the Group’s property portfolio is affected by SEK 946 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.

#### **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 lead 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. Further, uncertainties in the financial markets over the last two years have negatively affected Genova's and other market participants' access to capital market financing. 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, on acceptable terms or at all, 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.

### **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 30 June 2024, the Group owned 80 investment properties with a market value of approximately SEK 7,150 million, allocated over approximately 339 thousand square meters, with approximately 440 tenants agreements and an average tenancy duration of close to 4.7 years. The ten largest tenants accounted for 10 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 lead 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. A decrease in the vacancy levels of 2 per cent. is estimated to decrease cash flow by SEK 11 million, and a decrease in the contracted annual rent of 5 per cent. is estimated to decrease cash flow by SEK 27 million. 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 timely rental income, 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.

### **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, construction costs as well as 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 30 June 2024 is to 48 per cent. attributable to greater Stockholm, to 28 per cent. attributable to Uppsala, to 14 per cent. attributable to western Sweden, and with the remaining 10 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 2024 to June 2024, the Group's interest expenses for loans and leasing amounted to approximately SEK 123.7 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.

### **Project development risks**

Part of the Group's business activities consist of project development. As per 30 June 2024, the Group had projects in its portfolio with total lettable area of approximately 594,000 square meters, consisting of 9,344 building rights, and a total project portfolio value of approximately SEK 29,276 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. The financial profitability of such development projects is also affected by any contractors' or counterparties' possibility of transferring any increased costs, for example increased construction costs, onto the Group. Furthermore, the Group's project development is dependent on a continuous supply and financing of new projects on acceptable terms, and that the Group's projects are being tailored to adequately respond to market demands. One of the Group's operative goals is to increase the number of self-constructed housing in production from the end of 2024 to at least 1,000 units per year. As per 30 June 2024, the annual production rate amounted to 535 units. 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 (Sw. *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 30 June 2024, the Group had operating costs on a 12-month basis of SEK 100.3 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 (including any indexation), 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.* 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 30 June 2024, the Group had maintenance costs on a 12-month basis of SEK 27.0 million. In the financial year 2023, the Group had operating costs of SEK 26.7 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.

### **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.

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

The Company's operations continuously involve property transactions. For example, in June 2024, the Group entered into an agreement for the disposal of certain properties to a new joint venture at a total underlying property value of approximately SEK 1,300 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.

## **Legal and regulatory risks**

### **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 30 June 2024, the Group's total outstanding interest bearing debt attributable to investment properties and project properties amounted to SEK 6,084 million. 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.

### **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 (Sw. *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.

On 1 December 2021, the Riksdag decided to phase out the so-called investment grants (Sw. *investeringsstöd*) for construction of rental apartments and student housing, with money being made available to developers granted investment grants no later than 31 December 2022. 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 has one ongoing project which has received an investment grant. However, competitors of Genova, with projects in the same area as Genova, may have been granted investment grants affecting such competitors' business models for ongoing projects, 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. 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 (Sw. *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.

### **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 (Sw. *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 30 June 2024, the Group owned 80 investment properties and development projects comprised 9,344 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.

### **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.

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.

## **Financial risks related to Genova**

### **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 30 June 2024, the Group's total outstanding interest bearing debt attributable to investment properties and project properties amounted to SEK 6,084 million. 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.

### **Financing and liquidity risks**

The Group's operations are mainly financed by interest bearing debt. As per 30 June 2024, the Group's total outstanding interest bearing debt attributable to investment properties and project properties amounted to approximately SEK 6,084 million. As per 30 June 2024, the average interest rate amounted to approximately 5.0 per cent. (excluding the Company's bond and construction loans; and including such bond and construction loans, 5.6 per cent.). 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.

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), 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 250.9 million for the financial year 2023. 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 30 June 2024, the Group's average interest rate amounted to of 5.0 per cent. (excluding the Company's bond and construction loans; and including such bond and construction loans, 5.6 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 30 June 2024 (see, however, for further discussion the risk factor "*Interest rate risks and benchmarks*" below), is mainly affected by the Swedish National Bank's (Sw. *Riksbanken*) repo rate (Sw. *styrränta*), 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 61 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 (Sw. *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 that have 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), 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.

## **RISK FACTORS SPECIFIC AND MATERIAL TO THE BONDS**

### **Risks related to the nature of the Bonds**

#### **Unsecured obligations and structural subordination**

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

The Group has, as part of its financing, incurred debts to credit institutions and other lenders, and security over e.g. property owning Group companies and certain properties in form of share pledges and pledges over mortgage certificates has been provided in relation thereto. Such secured loans normally constitute a preferential claim on the relevant Group company. Subject to the provisions set out in the Terms and Conditions, the Company or any Group company may seek further financing in which case further pledges, as part of such new loans, may be provided. In addition, the Company may retain, provide or renew security over certain of its current or future assets to secure, inter alia, bank loans, either via the Company itself or any other Group company, with security interests normally constituting a preferential claim on the borrower. No present or future shareholder or subsidiary of the Issuer will guarantee the Company's obligations under the Bonds.

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

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

### **Dependence on subsidiaries 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 Bonds. 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 Bonds, 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 may be adversely affected. The Company considers the probability of the risk occurring to be low. If the risk were to occur, the Company considers the potential negative impact to be high.

### **Risks related to the labelling of the Bonds**

The Company intends to use an amount equal to the net proceeds of the issue of the Bonds in accordance with the Company's green 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. Should the Bonds no longer be defined as "green" Bonds, or such term be developed in the future, the Group's green eligible assets may not reflect these developments. Any part of the net proceeds from the Bonds which is not used to finance or re-finance such green eligible assets will regardless bear interest and result in higher finance costs for the Company. Should any projects which have been financed with the net proceeds from the Bonds only partially, if at all, achieve the environmental

benefits that motivated the investments in the Bonds, the Company's reputation may deteriorate and may also be in conflict with the purpose of the investment in the Bonds.

A failure by the Company to apply the net proceeds of the Bonds in accordance with the Green Finance Framework does not give the investor a right to require that the Company shall repurchase or redeem any of their Bonds. Should the Company fail to apply the net proceeds in accordance with the Green 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. Further, no Event of Default under the Terms and Conditions will occur should the Bonds no longer be defined as "green" Bonds. The relevant holders of Bonds are in such case not entitled to early repayment or repurchase of Bonds or other compensation, which may result in the value of such Bonds decreasing.

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

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

### **Interest rate risks and benchmarks**

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

The determining interest rate benchmarks, such as STIBOR has been subject to regulatory changes such as the Benchmarks Regulation (Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds) (the "**BMR**"). The implementation of the BMR has led to that certain used benchmarks, such as LIBOR and EURIBOR will be discontinued, leading to that, among other things, existing financing arrangements will have to be renegotiated or terminated. There is a risk that also STIBOR will be discontinued, or that alternative benchmark rates will dominate market practice, leading to uncertainties in relation to the interest rate payable in relation to the Bonds. In accordance with the Terms and Conditions, STIBOR may be replaced following certain events, e.g. if STIBOR ceases to be calculated or administrated (defined in the terms and conditions of the Bonds as a "**Base Rate Event**"). Increased or altered regulatory requirements and risks associated with any replacement of STIBOR following a Base Rate Event involve inherent risks, as the effects cannot be fully assessed at this point in time. Any upcoming replacement of STIBOR and/or other developments in relation to STIBOR could result in volatility in STIBOR and the calculation of the interest rate of the Bonds, which in turn could result in an adverse negative effect on an investment in the Bonds

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

### **Conflict of interests**

The chairman of the board of Genova is also the partner in charge at the law firm that assists with the issue of the Bonds, including due diligence and risk factors, which could give rise to conflicts of interest.

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



## THE BONDS IN BRIEF

---

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

### General

---

Issuer .....	Genova Property Group AB (publ), Swedish reg. no. 556864-8116.
Resolutions, authorisations and approvals .....	The Issuer’s board of directors resolved to issue the Bonds on 13 August 2024.
The Bonds offered.....	Senior unsecured callable floating rate green bonds in an aggregate principal amount of SEK 450,000,000 due 29 November 2027.
Nature of the Bonds .....	The Bonds constitute debt instruments (Sw. <i>skuldförbindelser</i> ), each of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act (Sw. <i>lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument</i> ).
Number of Bonds offered.....	In total, 360 Bonds will be admitted to trading on the sustainable bond list of Nasdaq Stockholm. A maximum of 520 Bonds may be issued under the Terms and Condition.
ISIN.....	SE0022725636.
Issue Date.....	29 August 2024.
Price .....	All Bonds issued on the Issue Date have been issued at an issue price of 100.00 per cent. of the Nominal Amount.
Interest Rate .....	Interest on the Bonds is paid at a rate equal to the sum of (i) the Base Rate, initially 3-month STIBOR, plus (ii) 415 basis points <i>per annum</i> , as adjusted by any application of Clause 19 ( <i>Replacement of Base Rate</i> ) in the Terms and Conditions. Interest will accrue from, but excluding, the Issue Date.
Use of benchmark .....	Interest payable for the Bonds issued under the Terms and Conditions is calculated by reference to STIBOR. As of the date of this Prospectus, the administrator (being Swedish Financial Benchmark Facility) does appear in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the regulation (EU) 2016/1011 (the Benchmark Regulation).
Interest Payment Dates.....	Quarterly in arrears on 29 February, 29 May, 29 August and 29 November each year (with the first Interest Payment Date being on 29 November 2024 and the last Interest Payment Date being the Final Redemption Date, 29 November 2027), provided that if any such day is not a Business Day, the Interest Payment Date shall be the first following day that is a Business Day

unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day. Interest will accrue from, but excluding, the Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

Final Redemption Date .....	29 November 2027.
Nominal Amount.....	The initial nominal amount of each Bond is SEK 1,250,000 and the minimum permissible investment upon issuance of the Bonds was SEK 1,250,000.
Denomination.....	The Bonds are denominated in SEK.
Status of the Bonds .....	The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among them and at least <i>pari passu</i> with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except for obligations mandatorily preferred by regulation applying to companies generally.
Use of Proceeds.....	An amount equal to the Net Proceeds of the Bond Issue shall be used in accordance with the Issuer's Green Finance Framework dated 2024, including financing or refinancing of green buildings and investments in energy efficiency, repurchases and redemption of outstanding green bonds.

## Call Option

---

Call Option.....	Provided that the Existing Bonds 2023/2026 have been redeemed and/or cancelled in full, the Issuer may redeem all, but not some only, of the Bonds in full (a) on any Business Day falling after the First Issue Date up to (but excluding) the Final Redemption Date at an amount per Bond equal to the applicable call option price together with accrued but unpaid Interest, in accordance with Clause 12.3.1 ( <i>Early voluntary total redemption (call option)</i> ) of the Terms and Conditions.
------------------	--

## Put Option

---

Put Option .....	Upon the occurrence of a Change of Control, a De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the relevant event, in accordance with Clause 12.5 ( <i>Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)</i> ) of the Terms and Conditions.
------------------	---

Change of Control .....	A Change of Control means the occurrence of an event or series of events whereby one or more Persons acting in concert, acquire control over the Issuer and where “control” means (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the voting rights of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.
De-listing.....	A De-listing means the occurrence of an event or series of events whereby (a) the shares of the Issuer are not listed on a Regulated Market or trading of the Issuer’s shares on the relevant Regulated Market is suspended for a period of fifteen (15) consecutive Business Days, or (b) the Bonds, once the Bonds are admitted to trading on a Regulated Market and/or an MTF, are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and/or MTF (as applicable), and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds), provided that the Bonds may be delisted from an MTF in connection with the admission to trading of the Bonds on a Regulated Market.
Listing Failure .....	A Listing Failure means a situation where (a) the Initial Bonds have not been admitted to trading on the on a Regulated Market or an MTF within sixty (60) calendar days after the First Issue Date, or (b) any Subsequent Bonds have not been admitted to trading on the same Regulated Market and/or MTF as the Initial Bonds within sixty (60) calendar days from the relevant Issue Date.

## Undertakings

---

Certain undertakings .....	<p>The Terms and Conditions contain a number of undertakings that restrict the ability of the Issuer and other Group Companies, including, among others:</p> <ul style="list-style-type: none"> <li>• restrictions on making distributions;</li> <li>• restrictions on issuing Market Loans and to create or permit to subsist any security or guarantees in respect of Market Loans;</li> <li>• restrictions on disposals of assets;</li> <li>• undertaking to keep the Properties in a good state of repair and maintenance;</li> <li>• undertaking to keep the Properties insured; and</li> <li>• undertaking to meet the Maintenance Test.</li> </ul> <p>Each of these covenants is subject to significant exceptions and qualifications. See the Terms and Conditions of the Bonds for more information.</p>
----------------------------	---

## Miscellaneous

---

Transfer restrictions .....	The Bonds are freely transferable. The Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds under local laws to which such Bondholder may be subject (due to, <i>e.g.</i> , its nationality, its residency, its registered address or its place(s) of business). The Bonds have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction.
Credit rating .....	No credit rating has been assigned to the Bonds.
Admission to trading .....	Application for admission to trading of the Bonds on the sustainable bond list of Nasdaq Stockholm, a Regulated Market, will be filed in connection with the SFSA's approval of this Prospectus. The earliest date for admitting the Bonds to trading on Nasdaq Stockholm is on or about 27 September 2024. The total expenses of the admission to trading of the Bonds are estimated to amount to approximately SEK 150,000.
Representation of the Bondholders .....	<p>Intertrust (Sweden) AB, Swedish reg. no. 556625-5476, is acting as Agent for the Bondholders in relation to the Bonds and any other matter within its authority or duty in accordance with the Terms and Conditions.</p> <p>By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf, on the terms, including rights and obligations of the Agent, set out in the Terms and Conditions. The Terms and Conditions are available at the Agent's office address, Sveavägen 9, 10th floor, SE-111 57 Stockholm, Sweden, during normal business hours as well as at the Agent's website, <a href="http://www.intertrustgroup.com">www.intertrustgroup.com</a>.</p>
Governing law.....	The Bonds are governed by Swedish law.
Time-bar.....	The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void three (3) years from the relevant due date for payment.
Clearing and settlement.....	The Bonds are connected to the account-based system of Euroclear Sweden AB, Swedish reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden. This means that the Bonds are registered on behalf of the Bondholders on a securities account (Sw. <i>VP-konto</i> ). No physical Bonds have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear Sweden AB's book-entry system.

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

Green Bonds..... The Green Finance Framework dated July 2024 applies to the Bonds. The Issuer’s Green Finance Framework may from time to time be subject to amendments by the Issuer. Any such amendments after the Issue Date will not be applicable to the Bonds and the Bondholders. A failure by the Issuer to apply the Net Proceeds of the Bonds in accordance with the Green Finance Framework does not give the Bondholders a right to require that the Issuer shall repurchase or redeem any of their Bonds. Further, no Event of Default under the Terms and Conditions will occur should the Bonds no longer be defined as “green” Bonds. The relevant Bondholders are in such case not entitled to early repayment or repurchase of Bonds or other compensation.

To enable Bondholders and other stakeholders to follow the development of the projects funded by Green Bonds, an investor report will be published as long as there are any Green Bonds outstanding. The investor reports will include an allocation report and an impact report and will be made available on Genova’s website at [www.Genova.se](http://www.Genova.se) together with the Green Finance Framework.

The Green Finance Framework dated July 2024 is aligned with the four recommended components of the Green Bond Principles from 2021 (the “**GBP**”) and the Green Loan Principles from 2023 (the “**GLP**”) being: use of proceeds; project/asset evaluation and selection; management of proceeds; and reporting. The GBP has been established by the International Capital Market Association and the GLP has been established by among others the Loan Market Association, and are voluntary guidelines for issuing green bonds. The Green Finance Framework dated July 2024 has been evaluated in July 2024 by the independent research firm Sustainalytics, which concluded that the Green Finance Framework dated July 2024 is credible and impactful and aligns with the four recommended components of the GBP and the GLP

In accordance with the Green Finance Framework dated July 2024, an amount equivalent to the Net Proceeds from the Bonds shall be used to finance or re-finance, in part or in full, eligible assets providing distinct environmental benefits (“**Green Eligible Assets**”) including (i) green and energy efficient buildings, (ii) energy efficiency relating to e.g. heat pumps, converting to LED lightning, installation of onsite solar panels, improvements on ventilation systems, improvement and implementation of control systems, extension of district heating and cooling systems, and (iii) clean transportation such as e.g. charging stations for hybrid and electric cars. The Net Proceeds of the Bonds will not be used to finance either fossil

fuel energy generation, nuclear energy generation, weapons and defence industries nor potentially environmentally negative resource extraction, gambling or tobacco.

The selection of Green Eligible Assets is managed by a dedicated group, the Green Finance Committee (“GFC”). Members of the GFC consist of members from the Issuer’s city planning, finance and business development departments. The GFC will convene at least annually. The Issuer will assure the sustainability expertise always relies within the GFC. All decisions are made in consensus, and applies to the selection process of Green Eligible Assets as well. Approved Green Eligible Assets will be included in the Issuer’s Green Eligible Asset portfolio, and the Issuer’s finance department will, on behalf of the GFC, keep track of the portfolio. The GFC will monitor the eligibility of underlying assets and expenditures of the portfolio of Green Eligible Assets on a regular basis (at least annually) to ensure there is sufficient volume of Green Eligible Assets in the portfolio to ensure that the proceeds are sufficiently allocated to Green Eligible Assets.

The Issuer has committed to, on a best-effort basis, allocate the net proceeds from any issue of Green Bonds to Green Eligible Assets within 12 months from the relevant issue date of the Green Bonds. Any unallocated proceeds may temporarily be placed on the Issuer’s ordinary bank account.

For more detailed information about the Issuer’s current Green Finance Framework, please see the Issuer’s website: [www.genova.se](http://www.genova.se).

# DESCRIPTION OF THE ISSUER AND THE GROUP

---

## Overview of the Issuer

Legal and commercial name.....	Genova Property Group AB (publ)
Corporate reg. no. ....	556864-8116
LEI-code.....	549300EJ67GY3FS4IN91
Date of registration.....	16 September 2011
Place of registration.....	Sweden
Date of incorporation .....	25 August 2011
Legal form.....	Swedish public limited liability company
Jurisdiction and laws .....	The Issuer is registered with the Swedish Companies Registration Office (Sw. <i>Bolagsverket</i> ) and operates under the laws of Sweden including, but not limited to, the Swedish Companies Act (Sw. <i>aktiebolagslagen (2005:551)</i> ) and the Swedish Annual Accounts Act (Sw. <i>årsredovisningslagen (1995:1554)</i> )
Registered office .....	Stockholm, Sweden
Head office and visiting address	Smålandsgatan 12, 111 46, Stockholm, Sweden
Phone number.....	+46 (0)8-124 443 60
Website.....	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 into the Prospectus)
Objects of the Issuer .....	The Company shall carry on property investments and property management as well as conduct business compatible therewith.

## History and development

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's ordinary shares are listed on Nasdaq Stockholm Main Market since 30 June 2020.

## **Business and operations**

### **General**

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

### **Business and 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 issued subordinated perpetual floating rate callable green capital securities with ISIN SE0015245519, senior unsecured convertible bonds with ISIN SE0021630308 and senior unsecured callable floating rate green bonds with ISIN SE0018397705 in addition to the Bonds.

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 30 June 2024, the aggregated value of the Group's property portfolio comprised a total value of SEK 9,460 million (in relation to the Group's total assets of SEK 11,259 million).

On 30 June 2024, the Group owned 80 investment properties with a market value of approximately SEK 7,146 million, allocated over approximately 339 thousand square meters, with approximately 443 tenants agreements and an average tenancy duration of close to 4.7 years. The ten largest tenants accounted for 10 per cent. of contracted rental income. 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 30 June 2024 is to 48 per cent. attributable to greater Stockholm, to 28 per cent. attributable to Uppsala, to 14 per cent. attributable to western Sweden, and with the remaining 10 per cent. attributable to other regions in Sweden.

As of 30 June 2024, the Group owned participations in five joint ventures, being SBBGenova Gåshaga, SBBGenova Nackahusen, GenovaRedito, GenovaNrep and Greenova, and indirectly owned participations in a number of associated companies through ownership of Järngrinden. The joint ventures hold a total of 18 cash flow-generating properties with a total property value of approximately SEK 2,700 million, of which the Group's share amounts to approximately SEK 1,300 million.

### **Material agreements**

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

### **Overview of the Group**

The Issuer is the ultimate parent company of the Group, consisting as per 30 June 2024 of 99 directly or indirectly wholly owned subsidiaries.



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

## **Recent events particular to the Issuer**

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

## **Material adverse changes, significant changes and trend information**

There has been no material adverse change in the prospects of the Issuer since the end of the last financial year for which the Group has published annual financial information, being the consolidated audited annual report for the period 1 January to 31 December 2023, to the date of this Prospectus.

There have been no significant changes in the financial performance of the Group since the end of the last financial period for which the Group has published interim financial information, being the interim financial report for the period 1 January to 30 June 2024, 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 to 30 June 2024, to the date of this Prospectus.

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

## **Governmental, legal or arbitration proceedings**

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

## **Credit rating**

No credit rating has been assigned to the Issuer.

# OWNERSHIP STRUCTURE

---

## Ownership structure

As of 14 August 2024, shareholders holding more than 5.00 per cent. of the shares in the Issuer were:

<b>Shareholders</b>	<b>Ordinary shares</b>	<b>Share capital (%)</b>	<b>Voting rights (%)</b>
Micael Bile (through company)	17,814,999	39.1	39.1
Andreas Eneskjöld (through company)	7,600,000	16.7	16.7
Länsförsäkringar Fondförvaltning AB	3,510,927	7.7	7.7
Swedbank Robur Fonder	3,400,000	7.5	7.5
Avanza Pension	3,081,932	6.8	6.8

The Company's shares are denominated in SEK. Each ordinary share carries one vote and has equal rights in the Company's assets and profits and were listed on Nasdaq Stockholm as of 30 June 2020. The former principal owners, Micael Bile and Andreas Eneskjöld are, via their respective companies, the Company's largest shareholders.

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 (Sw. *Svensk kod för bolagsstyrning*).

## Shareholders' agreements

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

# THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND AUDITORS

---

## General

The board of directors of the Company currently consists of six members. The CEO and the CFO are responsible for the Company's ongoing management and operations, reports to the board of directors and are required to manage the operations in accordance with the board of directors' guidelines and instructions as well as provide the board with decision-aiding materials. The division of duties between the board of directors and the CEO follows from Swedish law and is set out in the rules of procedure for the board of directors and instructions for the CEO.

The board of directors and the senior management may be contacted through the Company at its head office at Genova Property Group AB (publ), Smålandsgatan 12, SE-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

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

<i>Name</i>	<i>Title</i>	<i>Shareholdings (No. of ordinary shares)</i>	<i>Independent in relation to the Company and its management</i>	<i>Independent in relation to the Company's major shareholders</i>
Mikael Borg	Chairman	77,790	Yes	Yes
Micael Bile	Board member	17,814,999	Yes	No
Andreas Eneskjöld	Board member	7,600,000	Yes	No
Erika Olsén	Board member	-	Yes	Yes
Maria Rankka	Board member	12,500	Yes	Yes
Anette Asklin	Board member	1,500	Yes	Yes

### **Mikael Borg, born 1976**

Mikael Borg has been chairman of the board of directors since 2019. Current material commitments outside the Group are: Chairman of the Board of Gernandt & Danielsson Advokatbyrå AB, Chairman of the Board of Eitrium AB, Board member of Lyvia Group AB (publ) and Board member of Curitas Ventures AB. Mikael Borg holds 77,790 ordinary shares in the Issuer.

### **Micael Bile, born 1962**

Micael Bile has been member of the board of directors since 2014. Current material commitments outside the Group are: Board member of Tranviks Udde AB (and assignments in subsidiaries). Micael Bile holds 17,814,999 ordinary shares in the Issuer.

### **Andreas Eneskjöld, born 1973**

Andreas Eneskjöld has been member of the board of directors since 2014. Current material commitments outside the Group are: Board member of Manacor Capital AB, Manacor Group AB (and assignments in subsidiaries), Novier AB and Novier Real Estate AB. Andreas Eneskjöld holds 7,600,000 ordinary shares in the Issuer.

**Erika Olsén, born 1976**

Erika Olsén has been member of the board of directors since 2017. Current material commitments outside the Group are: Partner at Areim. Board member of AOE Storön AB, Diös Fastigheter AB and Magnolia AB. Deputy board member of Marigold AB. Erika Olsén holds no ordinary shares in the Issuer.

**Maria Rankka, born 1975**

Maria Rankka has been member of the board of directors since 2019. Current material commitments outside the Group are: Chairman of the Board of Cellcolabs AB and Ethos International – Return on your social responsibility AB. Board member of Arlandastad Group AB, Creades AB and Sveab Holding AB. Maria is also a member of the Academy of Engineering Sciences (IVA). Maria Rankka holds 12,500 ordinary shares in the Issuer.

**Anette Asklin, born 1961**

Anette Asklin has been member of the board of directors since 2021. Current material commitments outside the Group are: Chairman of the Board of Jernhusen and Aranäs AB, Board member of Fabege AB, Elof Hansson Holding AB and the Board of Trustees at the University of Gothenburg. Anette Asklin holds 1,500 ordinary shares in the Issuer.

**Executive management**

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

**Michael Moschewitz, born 1980**

Michael Moschewitz has been CEO since 2017 (employed since 2014) and holds 2,160,000 ordinary shares and 68,000 warrants of series 2023/2026 (through company) and 69,000 warrants of series 2021/2024.

**Henrik Zetterström, born 1971**

Henrik Zetterström has been CFO since 2023 and holds 1,000 ordinary shares and 40,800 warrants of series 2023/2026 in the Issuer.

**Conflicts of interests within administrative, management and control bodies**

As of 30 June 2024, Micael Bile and Andreas Eneskjöld holds, via their respective companies, 39.06 per cent. of the share capital and the votes and 16.67 per cent. of the share capital 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, and the chairman of the board of the Company is also a partner at the law firm that regularly assists the Company. 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.

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

## **Auditor**

The Company's annual reports for the financial years ended 2022 and 2023 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 2011. At the annual general meeting held in 2024, Ernst & Young AB was re-elected as the Company's auditor, with Henrik Nilsson as the responsible auditor, until the next general meeting 2025. Henrik Nilsson is a member of FAR. The business address of Ernst & Young AB is Ernst & Young Aktiebolag, Hamngatan 26, SE-111 47 Stockholm, Sweden.

# SUPPLEMENTARY INFORMATION

---

## Information about the Prospectus

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

## Authorisations and responsibility

The Issuer has obtained all necessary resolutions, authorisations and approvals required in conjunction with the issuance of the Bonds and the performance of its obligations relating thereto. The issuance of the Bonds on 29 August 2024 was resolved upon by the board of directors of the Issuer on 13 August 2024.

The board of directors of the Issuer is responsible for the information contained in the Prospectus. The board of directors of the Issuer declares that, to the best of its knowledge, the information contained in the Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import. The board of directors of the Issuer is responsible for the information given in the Prospectus only under the conditions and to the extent set forth in Swedish law.

## Information from third parties

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

## Interest of natural and legal persons involved in the bond issue

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

## Documents available for inspection

Copies of the following documents are available at the Issuer's head office in paper format during the validity period of this Prospectus and also available in electronic format at the Issuer's website, [www.genova.se](http://www.genova.se).

- The Issuer's articles of association.
- The Issuer's certificate of registration.
- The Group's consolidated audited annual report for the financial year ended 31 December 2022, including the applicable audit report.

- The Group's consolidated audited annual report for the financial year ended 31 December 2023, including the applicable audit report.
- The Group's consolidated and unaudited interim financial report for the period 1 January to 30 June 2024.

# FINANCIAL INFORMATION

---

## Historical financial information

The Group's consolidated audited annual reports for the financial years ended 31 December 2022 and 31 December 2023 and the Group's consolidated and unaudited interim financial report for the period 1 January to 30 June 2024 have been incorporated in this Prospectus by reference. The information incorporated by reference is to be read as part of this Prospectus. Information in the documents below, which has not been incorporated by reference, is not a part of this Prospectus and is either deemed by the Issuer to be irrelevant for investors in the Bonds or is covered elsewhere in the Prospectus.

All financial information in this Prospectus relating to the financial period 1 January – 31 December 2023 or as of 31 December 2023 derives from the Group's consolidated audited annual reports for the financial years ended 31 December 2023. All financial information in this Prospectus relating to the financial period 1 January – 30 June 2024 or as of 30 June 2024 derives from the Group's consolidated and unaudited interim report for the financial period 1 January – 30 June 2024 or constitutes the Group's internal financial information. The Group's internal financial information have not been audited or reviewed by the Issuer's auditor.

## Accounting standards

The financial information for the financial years ended 31 December 2021 and 31 December 2022 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 2022 and 2023 have been prepared in accordance with the Swedish Annual Accounts Act (Sw. *årsredovisningslagen (1995:1554)*) and the Swedish Financial Reporting Board's recommendation RFR 1, Supplementary Accounting Rules for Groups. The financial information for the financial period 1 January – 30 June 2024 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.

## Auditing of the historical financial information

The financial information for the financial years ended 31 December 2022 and 31 December 2023 have been audited by the Company's auditor. The financial information for the financial period 1 January – 30 June 2024 has not been reviewed by the Company's auditor. Other than the auditing of the Group's consolidated annual reports for the financial years ended 31 December 2022 and 31 December 2023, the Company's auditor has not audited or reviewed any other parts of this Prospectus.

## Incorporation by reference

The following information in the Group's consolidated audited annual reports for the financial years 2022 and 2023 and the Group's consolidated and unaudited interim report for the financial period 1 January – 30 June 2024 is incorporated in this Prospectus by reference and is available at the Issuer's website, <https://www.genova.se/investerare/finansiella-rapporter/>. For particular financial figures, please refer to the pages set out below.



<b>Reference</b>	<b>Pages</b>
<hr/>	
<b>The Group's consolidated annual report 2022</b>	
Consolidated income statement	99
Consolidated balance sheet	100
Consolidated cash flow statement	102
Consolidated changes in equity	101
Notes (including accounting principles)	107-140
Auditor's report	142-146
<hr/>	
<b>The Group's consolidated annual report 2023</b>	
Consolidated income statement	73
Consolidated balance sheet	74-75
Consolidated cash flow statement	77
Consolidated changes in equity	76
Notes (including accounting principles)	82-114
Auditor's report	116-120
<hr/>	
<b>The Group's consolidated interim report 1 January – 30 June 2024</b>	
Consolidated income statement	16
Consolidated balance sheet	19
Consolidated changes in equity	20
Consolidated cash flow statement	24
Notes (including accounting principles)	17-18, 21-23, 30

# **TERMS AND CONDITIONS**



**Genova Property Group AB (publ)**

**Maximum SEK 650,000,000**

**Senior Unsecured Callable Floating Rate Green Bonds**

**2024/2027**

ISIN: SE0022725636

First Issue Date: 29 August 2024

## **SELLING RESTRICTIONS**

---

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

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.

## **PRIVACY STATEMENT**

---

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

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

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

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

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

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

The Issuer's, the Agent's and the Issuing Agent's addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: [www.genova.se](http://www.genova.se), [www.intertrustgroup.com](http://www.intertrustgroup.com) and [www.danskebank.se](http://www.danskebank.se).

# TERMS AND CONDITIONS

---

## 1. DEFINITIONS AND CONSTRUCTION

### 1.1. Definitions

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

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

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

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

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

“**Agency Agreement**” means the agreement entered into on or prior to the First Issue Date between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and the Agent.

“**Agent**” means the Bondholders’ agent under the Terms and Conditions and, if relevant, the Finance Documents, from time to time; initially Intertrust (Sweden) AB (reg. no. 556625-5476), P.O. Box 16285, SE-103 25 Stockholm, Sweden.

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

“**Base Rate**” means three (3) months STIBOR or any reference rate replacing STIBOR in accordance with Clause 19 (*Replacement of Base Rate*).

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

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

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 17.2 (*Bondholders’ Meeting*).

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

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

“**Call Option Amount**” means the redemption amounts as set forth in paragraphs (a) to (d) Clause 12.3.1.

“**Change of Control**” means the occurrence of an event or series of events whereby one or more Persons acting in concert, acquire control over the Issuer and where “**control**” means:

- (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the voting rights of the Issuer; or
- (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

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

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time, initially Euroclear Sweden AB (reg. no. 556112-8074), P.O. Box 191, SE-101 23 Stockholm, Sweden.

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

“**De-listing**” means the occurrence of an event or series of events whereby:

- (a) the shares of the Issuer are not listed on a Regulated Market or trading of the Issuer’s shares on the relevant Regulated Market is suspended for a period of fifteen (15) consecutive Business Days; or
- (b) the Bonds, once the Bonds are admitted to trading on a Regulated Market and/or an MTF, are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and/or MTF (as applicable), and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds), provided that the Bonds may be delisted from an MTF in connection with the admission to trading of the Bonds on a Regulated Market.

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

“**Event of Default**” means an event or circumstance specified as such in Clause 16 (*Termination of the Bonds*).

“**Existing Bonds 2023/2026**” means the Issuer’s outstanding senior unsecured callable floating rate green bonds 2023/2026 with ISIN SE0018397705.

“**Final Redemption Date**” means 29 November 2027.

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

“**Financial Indebtedness**” means any indebtedness in respect of:

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

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

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

“**Financial Statements**” means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly

interim unaudited consolidated reports of the Group or the quarterly interim unaudited unconsolidated reports of the Issuer, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 13.1 (*Financial Statements*).

“**First Call Date**” means the date falling 21 months after the First Issue Date, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“**First Issue Date**” means 29 August 2024.

“**Force Majeure Event**” has the meaning set forth in Clause 26.1.

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

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

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

“**Hybrid Instruments**” means any subordinated (according to its terms) debt instruments issued by the Issuer which are, entirely or partly:

- (a) treated, or intended to be treated, as equity to at least fifty (50.00) per cent. by Moody’s Investor Services Limited and/or Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc.; or
- (b) is permitted to be accounted for as equity in accordance with the Accounting Principles at the date of issuance of the relevant subordinated debt instrument(s).

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

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

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

“**Interest**” means the interest on the Bonds calculated in accordance with Clauses 11.1 to 11.3.

“**Interest Payment Date**” means 29 February, 29 May, 29 August and 29 November each year, or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention (with the first Interest Payment Date on 29 November 2024 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)).

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

“**Interest Rate**” means the Base Rate plus 415 basis points per annum as adjusted by any application of Clause 19 (*Replacement of Base Rate*).

“**Investment Properties**” means all Property constituting investment properties (Sw. *förvaltningsfastigheter*) owned by a Group Company from time to time.

“**Issue Date**” means the First Issue Date or any date when Subsequent Bonds are issued pursuant to these Terms and Conditions.

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

“**Issuing Agent**” means Danske Bank A/S, Danmark, Sverige Filial (reg. no. 516401-9811), or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Listing Failure**” means a situation where:

- (a) the Initial Bonds have not been admitted to trading on the on a Regulated Market or an MTF within sixty (60) calendar days after the First Issue Date; or
- (b) any Subsequent Bonds have not been admitted to trading on the same Regulated Market and/or MTF as the Initial Bonds within sixty (60) calendar days from the relevant Issue Date.

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

“**Maintenance Test**” has the meaning set forth in Clause 14.1 (*Maintenance Test*).

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

“**Market Place**” means a Regulated Market, an MTF or any recognised unregulated market place.

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

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

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

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

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



“**Net Debt**” means (i) the aggregate amount of all interest bearing obligations which according to the Accounting Principles shall be treated as debt *less* (ii) Subordinated Debt, Hybrid Instruments (only to the extent Hybrid Instruments are accounted for as interest bearing obligations according to the Accounting Principles), cash in hand, immediately available funds and any other liquid marketable instruments or securities and other investments equivalent to cash, in each case of the Group according to the latest Financial Statements.

“**Net Proceeds**” means the proceeds from the Initial Bond Issue or any Subsequent Bond Issue, after deduction has been made for any Transaction Costs in respect of the Initial Bond Issue or a Subsequent Bond Issue (as applicable).

“**Nominal Amount**” means in respect of each Bond the Initial Nominal Amount, less the aggregate amount by which that Bond has been prepaid.

“**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.

“**Preference Shares**” means preference shares (Sw. *preferensaktier*) issued by the Issuer from time to time on market terms or better.

“**Property**” means real property (Sw. *fast egendom*) owned by any Group Company from time to time.

“**Quotation Day**” means, in relation to:

- (a) an Interest Period for which an Interest Rate is to be determined, two (2) Business Days before the immediately preceding Interest Payment Date (or, in respect of the first Interest Period, two (2) Business Days before the First Issue Date); or
- (b) any other period for which an Interest Rate is to be determined, two (2) Business Days before the first day of that period.

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

- (a) an Interest Payment Date;
- (b) a Redemption Date;
- (c) a date on which a payment to the Bondholders is to be made under Clause 16.11 (*Distribution of proceeds*);
- (d) the date of a Bondholders’ Meeting; or
- (e) another relevant date,

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

“**Redemption Date**” means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Bonds*).

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

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

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

“**Restricted Payment**” has the meaning ascribed to it in Clause 15.1 (*Distributions*).

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

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

“**STIBOR**” means:

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

“**Subordinated Debt**” means all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Issuer as debtor from a creditor, if such debt:

- (a) is unsecured and subordinated to the obligations of the Issuer under the Finance Documents pursuant to a subordination agreement entered into between the Issuer, the Agent and any creditor providing Subordinated Debt;

- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date, save for payment of interest which is permitted under Clause 15.1 (*Distributions*).

“**Subsequent Bond**” means any Bonds issued after the First Issue Date on one or more occasions.

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

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

- (a) owns shares or ownership rights representing more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body; or
- (d) exercises control as determined in accordance with the Accounting Principles.

“**Transaction Costs**” means all fees, costs and expenses incurred by the Issuer or any other Group Company directly or indirectly in connection with (a) the Initial Bond Issue and any Subsequent Bond Issue and (b) the admission to trading of the Bonds.

“**Valuation Report**” means a valuation report prepared by a Valuer in accordance with the valuation methods generally applied by Swedish property valuers setting out the market value of each Investment Property.

“**Valuer**” means any of CBRE, JLL Sweden, DTZ, Forum Fastighetsekonomi AB, Newsec AB, Savills Sweden AB or any other independent and reputable appraiser acceptable to the Agent.

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 17.3 (*Written Procedure*).

## 1.2. **Construction**

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

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any law, regulation, rule or official directive (whether or not having the force of law but, if not having the force of law, which is generally adhered

- to) of any governmental, intergovernmental or supranational body, agency or department;
- (d) a provision of regulation is a reference to that provision as amended or re-enacted from time to time; and
- (e) a time of day is a reference to Stockholm time.
- 1.2.2. An Event of Default is “continuing” if it has not been remedied or waived.
- 1.2.3. When ascertaining whether a limit or threshold specified in SEK has been attained or broken, any amount in another currency shall be counted on the basis of the rate of exchange for such currency against SEK for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.
- 1.2.4. A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.
- 1.2.5. The selling and distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of these Terms and Conditions and may be updated without the consent of the Bondholders and the Agent (save for the privacy statement insofar it relates to the Agent).

## **2. STATUS OF THE BONDS**

The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them.

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

- 3.1. By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions. Each Bondholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.
- 3.2. The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.3. The aggregate amount of the bond loan will be an amount of maximum SEK 650,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,250,000 (the “**Initial Nominal Amount**”). The total nominal amount of the Initial Bonds is SEK 450,000,000 (the “**Initial Bond Issue**”).

- 3.4. All Initial Bonds are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.
- 3.5. The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,250,000.
- 3.6. The ISIN for the Bonds is SE0022725636.

#### **4. SUBSEQUENT BONDS**

- 4.1. The Issuer may at one or more occasions after the First Issue Date issue Subsequent Bonds under these Terms and Conditions, until the total amount under such Subsequent Bond Issue(s) and the Initial Bond Issue equals SEK 650,000,000, provided that no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, or from the Subsequent Bond Issue.
- 4.2. Any Subsequent Bond shall, for the avoidance of doubt, be issued subject to these Terms and Conditions and the ISIN, the Interest Rate, the Nominal Amount and the final maturity applicable to the Initial Bonds shall apply also to Subsequent Bonds. The issue price of Subsequent Bonds may be set at the Nominal Amount or at a discount or at a premium compared to the Nominal Amount.

#### **5. USE OF PROCEEDS**

An amount equal to the Net Proceeds of the Initial Bond Issue and any Subsequent Bond Issue shall be used in accordance with the Issuer's Green Finance Framework, including financing or refinancing of green buildings and investments in energy efficiency, repurchases and redemption of outstanding green bonds.

#### **6. CONDITIONS PRECEDENT**

##### **6.1. Conditions Precedent for the Initial Bond Issue**

- 6.1.1. The Issuer shall provide to the Agent, no later than 11.00 a.m. three (3) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), all of the documents and other evidence listed in Part 1 (*Conditions precedent for the Initial Bond Issue*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).
- 6.1.2. The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.1.1 have been fulfilled (or amended or waived in accordance with Clause 18 (*Amendments and waivers*)). The First Issue Date shall not occur unless the Agent makes such confirmation to the Issuing Agent no later than 11.00 a.m. two (2) Business Days prior to the First Issue Date (or later, if the Issuing Agent so agrees).
- 6.1.3. Following receipt by the Issuing Agent of the confirmations in accordance with Clauses 6.1.2, the Issuing Agent shall on the First Issue Date settle the issuance of the Initial Bonds and transfer the Net Proceeds of the Initial Bond Issue to an account designated by the Issuer.

## **6.2. Conditions Precedent for a Subsequent Bond Issue**

- 6.2.1. The Issuer shall provide to the Agent, no later than 11.00 a.m. three (3) Business Days prior to any date when the Subsequent Bonds are issued (or such later time as agreed by the Agent), all of the documents and other evidence listed in Part 2 (*Conditions precedent for a Subsequent Bond Issue*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).
- 6.2.2. The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.2.1 have been fulfilled (or amended or waived in accordance with Clause 18 (*Amendments and waivers*)). The relevant Issue Date shall not occur (a) unless the Agent makes such confirmation to the Issuing Agent no later than 11.00 a.m. two (2) Business Days prior to the relevant Issue Date (or later, if the Issuing Agent so agrees) or (b) if the Issuing Agent and the Issuer agree to postpone the relevant Issue Date.
- 6.2.3. Following receipt by the Issuing Agent of the confirmation in accordance with Clause 6.2.2, the Issuing Agent shall settle the issuance of any Subsequent Bonds and pay the Net Proceeds of such Subsequent Bond Issue to an account designated by the Issuer on the Issue Date in respect of such Subsequent Bonds.

## **7. THE BONDS AND TRANSFERABILITY**

- 7.1. The Bonds are freely transferable. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 7.2. Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.
- 7.3. Notwithstanding anything to the contrary herein, a Bondholder which allegedly has purchased Bonds in contradiction to applicable mandatory restrictions may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Bondholder hereunder in each case until such allegations have been resolved.

## **8. BONDS IN BOOK-ENTRY FORM**

- 8.1. The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.
- 8.2. Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (*Sw. föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 8.3. The Issuer (and the Agent when permitted under the CSD Regulations) shall at all times be entitled to obtain information from the Debt Register.

- 8.4. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.
- 8.5. At the request of the Agent, the Issuer shall promptly obtain information from the Debt Register and provide it to the Agent.
- 8.6. The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Bondholders.
- 8.7. The Issuer (and the Agent when permitted under the CSD Regulations) may use the information referred to in Clause 8.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

## **9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER**

- 9.1. If any Person other than a Bondholder (including the owner of a Bond, if such person is not the Bondholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or a successive, coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation, starting with the Bondholder and authorising such Person.
- 9.2. A Bondholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.
- 9.3. The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clauses 9.1 and 9.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 9.4. These Terms and Conditions shall not affect the relationship between a Bondholder who is the nominee (*Sw. förvaltare*) with respect to a Bond and the owner of such Bond, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

## **10. PAYMENTS IN RESPECT OF THE BONDS**

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

- 10.2. If a Bondholder has registered, through an Account Operator, that principal, interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. If a bank account has not been registered on the applicable Record Date for the relevant payment, no payment will be effected by the CSD to such Bondholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Bondholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid as soon as possible after such obstacle has been removed.
- 10.3. If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 11.4 during such postponement.
- 10.4. If payment or repayment is made in accordance with this Clause 10, the Issuer shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount, unless the Issuer has actual knowledge of the fact that the payment was made to the wrong person.
- 10.5. The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Bond Issue or a Subsequent Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse any stamp duty or public fee or to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

## **11. INTEREST**

- 11.1. The Initial Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its Issue Date (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 11.2. Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 11.3. Interest shall be calculated on the basis of the actual number of calendar days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 11.4. If the Issuer fails to pay any amount payable by it under 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 which is two hundred (200) basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest



shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

## **12. REDEMPTION AND REPURCHASE OF THE BONDS**

### **12.1. Redemption at maturity**

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

### **12.2. Purchase of Bonds by Group Companies**

12.2.1. Each Group Company may, subject to applicable regulations, at any time and at any price purchase Bonds on the market or in any other way.

12.2.2. Any Bonds held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full or repurchase of all Bonds not already held by the Group Companies.

### **12.3. Early voluntary total redemption (call option)**

12.3.1. Provided that the Existing Bonds 2023/2026 have been redeemed and/or cancelled in full, the Issuer may redeem all, but not some only, of the Bonds in full:

- (a) on any Business Day falling after the First Issue Date up to (but excluding) the First Call Date at an amount per Bond equal to:
  - (i) 101.245 per cent. of the Nominal Amount, together with accrued but unpaid Interest; plus
  - (ii) the remaining interest payments on or after the First Issue Date to (and including) the First Call Date;
- (b) any time from (and including) the First Call Date to (but excluding) the first Business Day falling 27 months after the First Issue Date, at an amount per Bond equal to 101.245 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (c) any time from (and including) the first Business Day falling 27 months after the First Issue Date to (but excluding) the first Business Day falling 33 months after the First Issue Date, at an amount per Bond equal to 100.830 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (d) any time from (and including) the first Business Day falling 33 months after the First Issue Date to (but excluding) the Final Redemption Date, at an amount per Bond equal to 100.415 per cent. of the Nominal Amount, together with accrued but unpaid Interest; and/or

- (e) notwithstanding paragraph (c) above, provided that the redemption is financed in part or in full by way of one or more issue(s) of Market Loans, any time from (and including) the first Business Day falling 33 months after the First Issue Date to (but excluding) the Final Redemption Date, at an amount equal to one hundred (100) per cent. of the Nominal Amount, together with accrued but unpaid Interest.
- 12.3.2. For the purpose of calculating the remaining interest payments pursuant to paragraph (a) of Clause 12.3.1, it shall be assumed that the Interest Rate for the period from the relevant Record Date to and including the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is sent to the Bondholders in accordance with Clause 12.3.3. The relevant Record Date shall be agreed upon between the Issuer, the CSD and the Agent in connection with such redemption.
- 12.3.3. Redemption in accordance with Clause 12.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent, calculated from the effective date of the notice. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.
- 12.4. **Early voluntary total redemption due to illegality (call option)**
- 12.4.1. The Issuer may redeem all, but not only some, of the outstanding Bonds at an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.
- 12.4.2. The applicability of Clause 12.4.1 shall be supported by a legal opinion issued by a reputable law firm.
- 12.4.3. The Issuer may give notice of redemption pursuant to Clause 12.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. The Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.
- 12.5. **Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)**
- 12.5.1. Upon the occurrence of a Change of Control, a De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to one hundred and one (101.00) per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (a)(i) of

Clause 13.4 (*Information: miscellaneous*). The thirty (30) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.

- 12.5.2. The notice from the Issuer pursuant to paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 12.5.1.
- 12.5.3. The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12.5, if a third party in connection with the occurrence of a Change of Control, De-listing or Listing Failure, as applicable, offers to purchase all Bonds in the manner and on the terms set out in this Clause 12.5 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12.5, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 12.5.4. The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12.5 in connection with the occurrence of a Change of Control if the call option has been exercised pursuant to Clause 12.3 (*Early voluntary total redemption (call option)*) by way of a call notice which has become unconditional on or before the end of the exercise period.

## 12.6. **Miscellaneous**

The Issuer shall comply with the requirements of any applicable securities regulations in connection with any redemption or repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 12, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 12 by virtue of the conflict.

## **13. INFORMATION UNDERTAKINGS**

### **13.1. Financial Statements**

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

- (a) from and including the financial year ending 31 December 2024, as soon as they are available, but in any event within four (4) months after the end of each financial year:
- (i) the annual audited consolidated Financial Statements of the Group for that financial year; and
  - (ii) the annual audited unconsolidated Financial Statements of the Issuer for that financial year; and

- (b) from and including the financial quarter ending 30 September 2024, as soon as they are available, but in any event within two (2) months after the end of each quarter of each of its financial years:
  - (i) the consolidated Financial Statements or year-end report (Sw. *bokslutskommuniké*) (as applicable) of the Group for that financial quarter; and
  - (ii) the unconsolidated Financial Statements of the Issuer or year-end report (as applicable) for that financial quarter.

### 13.2. **Requirements as to Financial Statements**

- 13.2.1. The Issuer shall prepare the Financial Statements in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of the Regulated Market or MTF on which the Issuer's securities from time to time are listed (as amended from time to time) and the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).
- 13.2.2. Each of the Financial Statements shall include a profit and loss account and a balance sheet. In addition, each of the consolidated Financial Statements shall include a cash flow statement and a management commentary or report from the Issuer's board of directors.
- 13.2.3. The Issuer shall procure that the aggregate Nominal Amount held by Group Companies, including any amount of Bonds cancelled by the Issuer, is Financial Statements stated in each interim financial statements published by the Issuer pursuant to paragraph (b)(i) of Clause 13.1.
- 13.2.4. The Issuer shall make available a report of the use of proceeds of the Bonds in accordance with the Issuer's Green Finance Framework to the Agent and on its website in connection with the publication of the annual audited consolidated financial statements of the Group.

### 13.3. **Compliance Certificate**

- 13.3.1. The Issuer shall issue a Compliance Certificate to the Agent signed by the CEO, CFO or any other duly authorised signatory of the Issuer:
  - (a) when consolidated Financial Statements are made available to the Agent in accordance with paragraphs (a) or (b) of Clause 13.1 (*Financial Statements*);
  - (b) in connection with a Subsequent Bond Issue or issuance of any Market Loans; and
  - (c) at the Agent's reasonable request, within fifteen (15) Business Days from such request.
- 13.3.2. In each Compliance Certificate, the Issuer shall:
  - (a) certify that, so far as it is aware, no Event of Default is continuing or, if it is aware that an Event of Default is continuing, specifying the event and steps, if any, being taken to remedy it; and
  - (b) if provided in connection with the testing of the Maintenance Test, that the Maintenance Test is met and including calculations and figures in respect of the Maintenance Test.

#### 13.4. **Information: miscellaneous**

The Issuer shall:

- (a) promptly notify:
  - (i) the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control, a De-listing or a Listing Failure;
  - (ii) the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice; and
  - (iii) the Agent of any transactions in accordance with Clause 15.5 (*Mergers and demergers*) or Clause 15.6 (*Disposal of assets*) and, upon request by the Agent, provide the Agent with any information relating to the transaction which the Agent deems necessary (acting reasonably);
- (b) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions), its Green Finance Framework and the second opinion relating to its Green Finance Framework available on its website; and
- (c) procure that all information to the Bondholders shall be in English.

#### 13.5. **Restrictions**

The Issuer is only obliged to provide any information to the Agent and/or the Bondholders pursuant to this Clause 13 (*Information undertakings*) if providing such information to the Agent and/or the Bondholders would not conflict with any applicable laws or the Issuer's registration contract with Nasdaq Stockholm or any other Regulated Market or MTF on which the Issuer's securities from time to time are listed (as amended from time to time). If such conflict would exist pursuant to the listing contract with a Regulated Market, the Issuer shall however be obliged to either seek approval from that Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 13 (*Information undertakings*).

### 14. **FINANCIAL COVENANTS**

#### 14.1. **Financial definitions**

“**Book Equity**” means the consolidated equity according to the latest Financial Statements of the Group, for the avoidance of doubt, also including any Hybrid Instruments and Subordinated Debt.

“**Development Properties**” means all Properties owned by any Group Company from time to time for property development purposes (Sw. *utvecklingsfastigheter*).

“**Equity Ratio**” means the ratio of Book Equity to Total Assets to be calculated in accordance with the Accounting Principles as applicable from time to time.

“**Property Value**” means the aggregate of:

- (a) the market value (Sw. *marknadsvärde*) of all Investment Properties, according to the latest consolidated Financial Statements (such market value to be based on the market value set out in the most recent Valuation Report (without material deviations therefrom not attributable to subsequent events from the date of the Valuation Report)), plus (i) the total consideration paid or to be paid for Investment Properties acquired since the date of such Financial Statements minus (ii) the value attributable to Investment Properties disposed of since the date of such Financial Statements; and
- (b) the acquisition value (Sw. *anskaffningsvärde*) of all Development Properties according to the latest consolidated Financial Statements which, for the avoidance of doubt, includes any add-on investments made in such Development Properties.

“**Total Assets**” means the consolidated aggregate book value of the Group’s total assets according to the latest Financial Statements.

#### 14.2. **Maintenance Test**

14.2.1. The Maintenance Test shall be tested quarterly, on each Reference Date from and including 30 September 2024, on the basis of the interim Financial Statements in relation to the relevant Reference Date, including the previous Financial Statements necessary to cover the relevant Reference Period, and shall be reported in the Compliance Certificate delivered in connection with such Financial Statements.

14.2.2. The Maintenance Test is met if:

- (a) the Equity Ratio is equal to or higher than 25.00 per cent.;
- (b) the Net Debt is equal to or lower than 70.00 per cent. of the Property Value; and
- (c) no Event of Default is continuing.

### 15. **SPECIAL UNDERTAKINGS**

So long as any Bond remains outstanding, the Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) comply with the undertakings set forth in this Clause 15.

#### 15.1. **Distributions**

- (a) The Issuer shall not, and shall procure that no Group Company will:
  - (i) make or pay any dividends on its shares;
  - (ii) repurchase or redeem any of its own shares;
  - (iii) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to shareholders;
  - (iv) make any payment of principal or accrued or deferred interest under any Hybrid Instrument or any Subordinated Debt; or

- (v) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the Issuer's or its Subsidiaries' direct and indirect shareholders or the Affiliates of such direct and indirect shareholders,

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

- (b) Notwithstanding paragraph (a) above, a Restricted Payment may be made if made by:
  - (i) any Group Company if such Restricted Payment is made to the Issuer or a directly or indirectly wholly-owned Subsidiary of the Issuer or, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a pro rata basis to the shareholding;
  - (ii) the Issuer, in respect of dividends on Preference Shares;
  - (iii) the Issuer, in respect of interest under any Hybrid Instruments, provided that such Hybrid Instruments have been issued by a public offering and on market terms;
  - (iv) the Issuer, provided that the aggregate amount of all Restricted Payments of the Group in a financial year (including the Restricted Payment in question but excluding all Restricted Payments made in accordance with items (i), (ii), (iii) and (v)) does not exceed fifty (50.00) per cent. of the Group's consolidated management profit (Sw. *förvaltningsresultat*) attributable to ordinary shares, according to the Annual Report for the previous financial year (and without accumulation of profits from previous financial years); and
  - (v) the Issuer in respect of payment of principal and interest under Hybrid Instruments in connection with a refinancing in full of such Hybrid Instruments financed by the issuance of new Hybrid Instruments, Subordinated Debt, new preference shares or other equity,

in each case provided that such Restricted Payment is permitted by law and that no Event of Default has occurred and is continuing or would result from such Restricted Payment.

## 15.2. **Admission to trading of Bonds**

The Issuer shall ensure that:

- (a) the Initial Bonds are admitted to trading on the sustainable bond list of Nasdaq Stockholm within six (6) months of the First Issue Date or, if such admission to trading is not possible to obtain or maintain, that such Bonds are admitted to trading on any other Regulated Market within six (6) months after the First Issue Date; and
- (ii) any Subsequent Bonds are admitted to trading on the same Regulated Market as the Initial Bonds within six (6) months of the Issue Date of the relevant Subsequent Bond Issue (or, in each case, within any shorter period of time required by law, regulation or applicable stock exchange regulations).

15.3. **Nature of business**

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

15.4. **Market Loans**

The Issuer shall procure that no Group Company other than the Issuer issues any Market Loan. The Issuer shall not:

- (a) issue any Market Loans:
  - (i) provided that no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, or from the issue of the relevant Market Loan; and
  - (ii) unless such Market Loan have scheduled or intended redemption, in full or in part, after the Final Redemption Date; or
- (b) create or permit to subsist any Security or guarantees in respect of Market Loans,

for the avoidance of doubt, the limitations set forth in this Clause 15.4 shall not apply to Market Loans already issued by an acquired entity prior to such entity becoming a Group Company and the limitations set forth in paragraph (a)(ii) above shall not apply to any Subsequent Bond Issue.

15.5. **Mergers and demergers**

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

15.6. **Disposal of assets**

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

15.7. **Maintenance Test**

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

15.8. **Dealings with related parties**

The Issuer shall, and shall procure that each other Group Company will, conduct all dealings (other than any Restricted Payments permitted under Clause 15.1 (*Distributions*)) with their



direct and indirect shareholders (excluding the Issuer and any other Group Company) and/or any Affiliates of such direct and indirect shareholders on arm's length terms.

15.9. **Insurance**

The Issuer shall, and shall procure that each other Group Company, keep the Properties insured to the extent customary for similar properties on the relevant geographical market with one or more reputable insurers. The insurance cover shall, inter alia, include full value insurance and third party liability insurances.

15.10. **Valuation of Properties**

The Issuer shall (at its own expense) procure that a Valuation Report is prepared semi-annually. A Valuation Report may not be older than six (6) months and shall be delivered to the Agent without delay after such report has become available. The Issuer is also obliged to procure that a new Valuation Report is prepared and delivered to the Agent (i) if the Issuer suspects that the market value of the Investment Properties has significantly declined since the most recent Valuation Report, and (ii) at the Agent's request, if the Agent suspects that the market value of the Investment Properties has significantly declined since the most recent Valuation Report.

15.11. **Management of Properties**

The Issuer shall, and shall procure that each other Group Company, keep the Properties in a good state of repair and maintenance, as will enable each Group Company owning a Property to comply in all material respects with the obligations under the relevant rental agreements, and in accordance with all applicable laws and regulations.

15.12. **Compliance with laws and authorisations**

The Issuer shall, and shall ensure that each other Group Company will (i) comply with all laws and regulations applicable from time to time (including but not limited to the rules and regulations of Nasdaq Stockholm or any other Market Place on which the Issuer's securities from time to time are listed or admitted to trading) and (ii) obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence, registration or other permit required for the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

15.13. **Agency Agreement**

- (a) The Issuer shall, in accordance with the Agency Agreement:
  - (i) pay fees to the Agent;
  - (ii) indemnify the Agent for costs, losses and liabilities;
  - (iii) furnish to the Agent all information reasonably requested by or otherwise required to be delivered to the Agent; and
  - (iv) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

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

15.14. **CSD related undertakings**

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

**16. TERMINATION OF THE BONDS**

Each of the events or circumstances set out in this Clause 16 is an Event of Default (save for Clause 16.10 (*Termination*) and Clause 16.11 (*Distribution of proceeds*)).

16.1. **Non-payment**

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

16.2. **Maintenance Test**

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

16.3. **Other obligations**

- (a) The Issuer does not comply with its obligations under the Finance Documents (other than as set out under Clause 5 (*Use of proceeds*), Clause 16.1 (*Non-payment*)) or Clause 16.2 (*Maintenance Test*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of being remedied and is remedied within fifteen (15) Business Days of the earlier of:
  - (i) the Agent giving notice to the Issuer; and
  - (ii) the Issuer becoming aware of the failure to comply.

16.4. **Cross payment default and cross acceleration**

- (a) Any Financial Indebtedness of a Group Company is not paid when due as extended by any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described).
- (b) Any commitment for any Financial Indebtedness of any Group Company is cancelled or suspended by a creditor of any Group Company as a result of an event of default (however described).
- (c) Any security interest securing Financial Indebtedness over any asset of any Group Company is enforced.
- (d) No Event of Default will occur under this Clause 16.4 if:

- (i) the Financial Indebtedness is owed by a Group Company to another Group Company; or
- (ii) the aggregate amount of Financial Indebtedness falling within paragraphs (a) to (c) above is less than SEK 25,000,000 (or its equivalent in any other currency or currencies).

#### 16.5. **Insolvency**

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

#### 16.6. **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedures are taken in relation to:
  - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (*Sw. företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
  - (ii) a composition, compromise, assignment or arrangement with creditors of Material Group Company generally, other than the Bondholders;
  - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
  - (iv) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company.
- (b) Paragraph (a) above shall not apply to:
  - (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) calendar days of commencement or, if earlier, the date on which it is advertised; or
  - (ii) in relation to Group Companies other than the Issuer, solvent liquidations or a permitted merger or demerger as stipulated in Clause 15.5 (Mergers and demergers).

#### 16.7. **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value

equal to or exceeding SEK 25,000,000 (or its equivalent in any other currency or currencies) and is not discharged within sixty (60) calendar days.

**16.8. Impossibility or illegality**

- (a) It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Finance Documents which has a detrimental effect on the interests of the Bondholders or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.
- (b) No Event of Default will occur under this Clause 16.8 due to illegality of the Issuer to perform its obligations under the Finance Documents:
  - (i) until expiry of the period for notice of redemption pursuant to Clause 12.4 (*Early voluntary total redemption due to illegality (call option)*); or
  - (ii) if the Issuer has given notice of a redemption pursuant to Clause 12.4 (*Early voluntary total redemption due to illegality (call option)*) and provided that such redemption is duly exercised.

**16.9. Cessation of business**

A Material Group Company ceases to carry on its business, except if due to:

- (a) a solvent liquidation of a Material Group Company other than the Issuer; or
- (b) a disposal permitted under Clause 15.6 (*Disposal of assets*) or a merger or demerger permitted under Clause 15.5 (*Mergers and demergers*).

**16.10. Termination**

- 16.10.1. If an Event of Default has occurred and is continuing, the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing more than (50.00) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 16.10.3 or 16.10.5, on behalf of the Bondholders, by notice to the Issuer terminate the Bonds and to declare all, but not some only, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than twenty (20) Business Days from the date on which the Agent made such declaration) and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 16.10.2. The Agent may not terminate the Bonds in accordance with Clause 16.10.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 16.10.1.
- 16.10.3. The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to Clause 16.1 (*Non-payment*)) up until the time stipulated in Clause 16.10.4 for as long as, in the reasonable

opinion of the Agent such postponement is in the interests of the Bondholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.

- 16.10.4. The Agent shall, within twenty (20) Business Days of the date on which the Agent received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Bondholders that there exists a right of termination and obtain instructions from the Bondholders according to the provisions in Clause 17 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 16.10.5. If the Bondholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 17 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.
- 16.10.6. If the Bonds are declared due and payable in accordance with the provisions in this Clause 16, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 16.10.7. If the right to terminate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 16.10.8. For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 16 without relevant decision by the Agent or following instructions from the Bondholders' pursuant to Clause 17 (*Decisions by Bondholders*).
- 16.10.9. If the Bonds are declared due and payable in accordance with this Clause 16, the Issuer shall redeem all Bonds with an amount per Bond equal to the applicable Call Option Amount for the relevant period (plus accrued but unpaid Interest), but shall up until the First Call Date be the price set out in paragraph (b) of the definition of Call Option Amount, together with accrued but unpaid interest.
- 16.11. **Distribution of proceeds**
- 16.11.1. If the Bonds have been declared due and payable in accordance with this Clause 16, all payments by the Issuer relating to the Bonds shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *firstly*, in or towards payment *pro rata* of:
  - (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Bondholders);
  - (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents;
  - (iii) any non-reimbursed costs incurred by the Agent for external experts under the Finance Documents; and
  - (iv) any non-reimbursed costs and expenses incurred by the Agent in relation to a Bondholders' Meeting or a Written Procedure;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid interest under the Bonds (interest due on an earlier Interest Payment Date to be paid before any interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including any default interest.

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

- 16.11.2. If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 16.11.1, such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 16.11.1.

Funds that the Agent or a Bondholder receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate bank account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 16.11 as soon as reasonably practicable.

- 16.11.3. If the Issuer or the Agent shall make any payment under this Clause 16.11, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least ten (10) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 10.1 shall apply.

## **17. DECISIONS BY BONDHOLDERS**

### **17.1. Request for a decision**

- 17.1.1. A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 17.1.2. Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- 17.1.3. The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Agent that an approval will not be given or the suggested decision is not in accordance with applicable regulations.
- 17.1.4. The Agent shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 17.1.5. Should the Agent not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 17.1.3 being applicable, the Issuer or the Bondholder(s) requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer and/or the Issuing Agent shall upon request by the convening Bondholder(s) provide such Bondholder(s) with the information available in the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Bondholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.
- 17.1.6. Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 17.2.1 or instigate a Written Procedure by sending communication in accordance with Clause 17.3.1. After a request from the Bondholders pursuant to Clause 20.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 17.2.1. The Issuer shall inform the Agent before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

## 17.2. **Bondholders' Meeting**

17.2.1. The Agent shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons). If the Bondholders' Meeting has been requested by the Bondholder(s), the Agent shall send a copy of the notice to the Issuer.

17.2.2. The notice pursuant to Clause 17.2.1 shall include:

- (a) the time for the meeting;
- (b) the place for the meeting;
- (c) a specification of the Record Date on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights;
- (d) an agenda for the meeting (including the reasons for, and contents of, each request for a decision by the Bondholders and if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment);
- (e) a form of power of attorney;
- (f) any applicable conditions precedent and conditions subsequent;
- (g) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice; and
- (h) information on where additional information (if any) will be published.

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

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

17.2.4. If no Person has been appointed by the Agent to open the Bondholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.

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

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



### 17.3. **Written Procedure**

17.3.1. The Agent shall instigate a Written Procedure by way of sending a communication to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such Person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Bondholder(s), the Agent shall send a copy of the communication to the Issuer.

17.3.2. A communication pursuant to Clause 17.3.1 shall include:

- (a) each request for a decision by the Bondholders;
- (b) a description of the reasons for, and contents of, each proposal (including, if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment);
- (c) any applicable conditions precedent and conditions subsequent;
- (d) information on where additional information (if any) will be published;
- (e) a specification of the Business Day on which a Person must be registered as a Bondholder in order to be entitled to exercise voting rights;
- (f) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;
- (g) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days but no more than thirty (30) Business Days from the effective date of communication pursuant to Clause 17.3.1); and
- (h) if the voting shall be made electronically, instructions for such voting.

17.3.3. When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clauses 17.4.2 and 17.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clauses 17.4.2 and 17.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

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

### 17.4. **Majority, quorum and other provisions**

17.4.1. Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 9 (*Right to act on behalf of a Bondholder*) from a Person who is, registered as a Bondholder:

- (a) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or

- (b) on the Business Day specified in the communication pursuant to Clause 17.3.2, in respect of a Written Procedure,

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

- 17.4.2. Any matter not covered by Clause 17.4.3 shall require the consent of Bondholders representing more than fifty (50.00) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2. This includes, but is not limited to, any amendment to or waiver of any Finance Document that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (f) of Clause 18.1) or a termination of the Bonds.
- 17.4.3. The following matters shall require consent of Bondholders representing at least sixty-six and two thirds ( $66\frac{2}{3}$ ) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2:
- (a) waive a breach of or amend an undertaking set out in Clause 15 (*Special undertakings*);
  - (b) amend the terms of Clause 2 (*Status of the Bonds*);
  - (c) amend the terms of Clause 16.11 (*Distribution of proceeds*);
  - (d) a mandatory exchange of the Bonds for other securities;
  - (e) reduce the principal amount, premiums in connection with redemption or repurchase of any Bonds, Interest Rate or Interest which shall be paid by the Issuer (other than as a result of an application of Clause 18 (*Replacement of Base Rate*));
  - (f) amend any payment day for principal or Interest or waive any breach of a payment undertaking;
  - (g) a change of issuer; or
  - (h) amend the provisions in this Clause 17.4.3 or in Clause 17.4.2.
- 17.4.4. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 17.4.2.
- 17.4.5. Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
  - (b) if in respect of a Written Procedure, reply to the request.
- 17.4.6. If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 17.2.1) or initiate a second Written Procedure (in accordance with Clause 17.3.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s)

who initiated the procedure for Bondholders' consent. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 17.4.6, the date of request of the second Bondholders' Meeting pursuant to Clause 17.2.1 or second Written Procedure pursuant to Clause 17.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 17.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.

- 17.4.7. 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 the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 17.4.8. A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 17.4.9. The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Bonds (irrespective of whether such person is a Bondholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that vote in respect of the proposal at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 17.4.10. A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or other Bondholders.
- 17.4.11. All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 17.4.12. If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates as per the relevant Record Date for voting, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.
- 17.4.13. Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each Bondholder and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

## **18. AMENDMENTS AND WAIVERS**

### **18.1. Amendments and waivers**

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

18.1.2. The Issuer (or, if applicable, any other relevant Group Company) and the Agent (acting on behalf of the Bondholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents (or any other document relating to the Bonds), provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Bondholders (as a group);
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;
- (d) is necessary for the purpose of having the Bonds admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, or MTF as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Bondholders;
- (e) is made pursuant to Clause 19 (*Replacement of Base Rate*); or
- (f) has been duly approved by the Bondholders in accordance with Clause 17 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.

18.1.3. The consent of the Bondholders is not necessary to approve the particular form of any amendment or waiver to the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.

18.1.4. The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 18.1, 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.

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

### **18.2. Defeasance**

18.2.1. In addition to Clause 18.1, in connection with a full redemption of all outstanding Bonds and subject to the terms in this Clause 18.2, the Agent may agree in writing to waive any or all provisions in the Finance Documents. Any waiver provided in accordance with this Clause 18.2 may be made at the Agent's sole discretion (acting on behalf of the Bondholders) without having to obtain the consent of the Bondholders to the extent any such waiver would not have a Material Adverse Effect and provided that:

- (a) the Bonds may be redeemed in full at the sole discretion of the Issuer in accordance with the Finance Documents on any Business Day on or after the date on which the waiver becomes effective;
- (b) the Issuer undertakes to redeem all outstanding Bonds in full no later than on a Business Day falling within three (3) months (the “**Defeasance Redemption Date**”) from the date on which the waiver becomes effective;
- (c) at the latest on the date on which the waiver becomes effective, an amount corresponding to the total nominal amount outstanding under the Bonds as well as any applicable Call Option Amount and, any accrued but unpaid Interest and any other amounts due to be paid to the Agent and/or the Bondholders under or in respect of the Finance Document up to and including the relevant Redemption Date (or if such Redemption Date is not specified, up to and including the Defeasance Redemption Date) is transferred to a pledged account held by the Issuer with a reputable Swedish bank subject to duly perfected first ranking security in favour of the Agent and the Bondholders;
- (d) the Agent may require such further terms, conditions and statements before the effectiveness of the waiver as the Agent may reasonably require; and
- (e) the Issuer undertakes to not issue any Subsequent Bonds following the effectiveness of the waiver.

18.2.2. Notwithstanding the above, any waiver provided by the Agent will not affect:

- (a) the terms of Clause 2 (*Status of the Bonds*), Clause 16.11 (*Distribution of proceeds*), the principal amount, premiums in connection with redemption or repurchase of any Bonds, Interest Rate or Interest which shall be paid by the Issuer, any payment day for principal amount or Interest, waive any breach of a payment undertaking, or the provisions in Clauses 17.4.2 and 17.4.3; or
- (b) the Issuer’s obligations under Clause 15.12 (*Compliance with laws*), Clause 15.2 (*Admission to trading*), Clause 15.13 (*Undertakings relating to the Agency Agreement*), or Clause 15.14 (*CSD related undertakings*) or, to the extent such provisions relate to the Issuer, the Agent’s and the Bondholders’ rights to terminate the Bonds pursuant to Clause 16.1 (*Non-payment*), Clause 16.6 (*Insolvency proceedings*), Clause 16.5 (*Insolvency*), Clause 16.7 (*Creditors’ process*) or paragraph (h) (*Merger and demergers*) of Clause 16 (*Termination of the Bonds*).

18.2.3. Redemption of all Bonds in accordance with this Clause 18.2 shall be made by the Issuer giving notice to the Bondholders in accordance with Clause 12.3 (*Voluntary total redemption (call option)*), but such notice may not contain any conditions precedent following the effectiveness of the waiver.

## 19. REPLACEMENT OF BASE RATE

### 19.1. General

- 19.1.1. Any determination or election to be made by an Independent Adviser, the Issuer or the Bondholders in accordance with the provisions of this Clause 19 shall at all times be made by such Independent Adviser, the Issuer or the Bondholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.
- 19.1.2. If a Base Rate Event has occurred, this Clause 19 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of STIBOR.

### 19.2. Definitions

In this Clause 19:

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

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

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

**“Base Rate Amendments”** has the meaning set forth in Clause 19.3.4.

**“Base Rate Event”** means one or several of the following circumstances:

- (a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;

- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Bondholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*) containing the information referred to in (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

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

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

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

“**Successor Base Rate**” means:

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

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

### 19.3. **Determination of Base Rate, Adjustment Spread and Base Rate Amendments**

19.3.1. Without prejudice to Clause 19.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 19.3.2.

19.3.2. If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer’s expense, appoint an Independent

Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate.

- 19.3.3. If the Issuer fails to appoint an Independent Adviser in accordance with Clause 19.3.2, the Bondholders shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 19.3.2. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clause 19.3 to 19.6, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.
- 19.3.4. The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").
- 19.3.5. Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

#### 19.4. **Interim measures**

- 19.4.1. If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:
  - (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
  - (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- 19.4.2. For the avoidance of doubt, Clause 19.4.1 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 19. This will however not limit the application of Clause 19.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 19 have been taken, but without success.

#### 19.5. **Notices etc.**

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the



Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuing Agent and the Bondholders in accordance with Clause 25 (*Notices and press releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Bonds are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

#### **19.6. Variation upon replacement of Base Rate**

- 19.6.1. No later than giving the Agent notice pursuant to Clause 19.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 19.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 19. The Successor Base Rate, the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Bondholders.
- 19.6.2. Subject to receipt by the Agent of the certificate referred to in Clause 19.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Bondholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 19.
- 19.6.3. The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 19. 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.

#### **19.7. Limitation of liability for the Independent Adviser**

Any Independent Adviser appointed pursuant to Clause 19.3 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.

### **20. THE AGENT**

#### **20.1. Appointment of the Agent**

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

any other jurisdiction) of the Issuer and in relation to any mandatory exchange of the Bonds for other securities (including, for the avoidance of doubt, a right for the Agent to subscribe for any such new securities on behalf of the relevant Bondholder.

- 20.1.2. By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Agent to act on its behalf, as set forth in Clause 20.1.1.
- 20.1.3. Each Bondholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Bondholder which does not comply with such request.
- 20.1.4. The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 20.1.5. The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agent's obligations as agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 20.1.6. The Agent may act as agent, trustee and/or security agent for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## 20.2. **Duties of the Agent**

- 20.2.1. The Agent shall represent the Bondholders in accordance with the Finance Documents.
- 20.2.2. When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent is never acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Agent does not bind the Bondholders or the Issuer.
- 20.2.3. 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.
- 20.2.4. The Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 20.2.5. The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Bondholders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.

- 20.2.6. The Issuer shall on demand by the Agent pay all reasonably incurred costs for external experts engaged by it:
- (a) after the occurrence of an Event of Default;
  - (b) for the purpose of investigating or considering:
    - (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default; or
    - (ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
  - (c) in connection with any Bondholders' Meeting or Written Procedure; or
  - (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents (including for the purpose of deciding whether the conditions set out in Clause 18.1 or Clause 18.2 are fulfilled).

Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 16.11 (*Distribution of proceeds*).

- 20.2.7. 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.

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

- (a) whether any Event of Default has occurred;
- (b) the financial condition of the Issuer and the Group;
- (c) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (d) whether any other event specified in any Finance Document has occurred or is expected to occur.

Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

- 20.2.9. The Agent shall (a) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in Clause 13.3.2 and as otherwise agreed between the Issuer and the Agent and (b) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests. The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 20.2.9.

- 20.2.10. The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as

applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 20.2.10. Other than as set out above, the Agent shall neither be liable to the Issuer or the Bondholders for damage due to any documents and information delivered to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.

- 20.2.11. Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.
- 20.2.12. If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.
- 20.2.13. The Agent shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or if it refrains from acting for any reason described in Clause 20.2.12.
- 20.2.14. Upon the reasonable request by a Bondholder, the Agent shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds (at the discretion of the Agent). The Agent may require that the requesting Bondholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed. The Agent shall upon request by a Bondholder disclose the identity of any other Bondholder who has consented to the Agent in doing so.
- 20.2.15. Subject to the restrictions of a non-disclosure agreement entered into by the Agent in connection with these Terms and Conditions, the Agent shall be entitled to disclose to the Bondholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information (save for that any delay in disclosing an Event of Default, which event shall be governed by Clause 16.10.3).

### 20.3. **Liability for the Agent**

- 20.3.1. The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation or evidence. No documents or evidence delivered in accordance with the Finance Documents are reviewed by the Agent from a legal or commercial perspective of the Bondholders.
- 20.3.2. The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by

its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.

- 20.3.3. The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 20.3.4. The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Bondholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.5. The Agent shall have no liability to the Issuer or the Bondholders for damage caused by the Agent acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- 20.3.6. Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

#### 20.4. **Replacement of the Agent**

- 20.4.1. Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2. Subject to Clause 20.4.6, 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.
- 20.4.3. A Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.
- 20.4.4. If the Bondholders have not appointed a successor Agent within ninety (90) days after:
  - (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or
  - (b) the Agent was dismissed through a decision by the Bondholders,

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

- 20.4.5. 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.
- 20.4.6. The Agent's resignation or dismissal shall only take effect upon the earlier of:
- (a) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent; and
  - (b) the period pursuant to paragraph (b) of Clause 20.4.4 having lapsed.
- 20.4.7. Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 20.4.8. In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

## **21. THE ISSUING AGENT**

- 21.1. The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.
- 21.2. The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Bonds.
- 21.3. The Issuing Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.
- 21.4. The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent,

which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

## **22. THE CSD**

- 22.1. The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Bonds.
- 22.2. The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder or the admission to trading of the Bonds on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Central Securities Depository Regulation (Regulation (EU) No 909/2014) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

## **23. NO DIRECT ACTIONS BY BONDHOLDERS**

- 23.1. A Bondholder may not take any action or legal steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents in any other jurisdiction) of any Group Company in relation to any of the obligations or liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Agent.
- 23.2. Clause 23.1 shall not apply if the Agent has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 20.1.2), 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 20.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.13 before a Bondholder may take any action referred to in Clause 23.1.
- 23.3. The provisions of Clause 23.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 12.4 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

## **24. TIME-BAR**

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

respect of which the Bondholders' right to receive payment has been time-barred and has become void.

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

## **25. NOTICES AND PRESS RELEASES**

### **25.1. Notices**

- 25.1.1. Any notice or other communication to be made under or in connection with these Terms and Conditions:

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or to such address as notified by the Issuer to the Agent from time to time, or, if sent by e-mail by the Agent, to such e-mail address as notified by the Issuer to the Agent from time to time; and
- (c) if to the Bondholders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address) on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.

- 25.1.2. 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 25.1.1;
- (b) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1; 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 25.1.1.



- 25.1.3. Any notice which shall be provided to the Bondholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:
- (a) a cover letter, which shall include:
    - (i) all information needed in order for Bondholders to exercise their rights under the Finance Documents;
    - (ii) details of where Bondholders can retrieve additional information (if any);
    - (iii) contact details to the Agent; and
    - (iv) an instruction to contact the Agent should any Bondholder wish to receive the additional information by regular mail; and
  - (b) copies of any document needed in order for Bondholder to exercise their rights under the Finance Documents or a link to a webpage where Bondholders can retrieve such documents.
- 25.1.4. Any notice or other communication to the Bondholders pursuant to the Finance Documents shall be in English.
- 25.1.5. Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

## 25.2. **Press releases**

- 25.2.1. Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clause 12.3 (*Early voluntary total redemption (call option)*), Clause 12.4 (*Early voluntary total redemption due to illegality (call option)*), Clause 12.5 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*), paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*) or Clauses 16.10.3, 16.11.3, 17.4.13, 17.2.1, 17.3.1, 18.1.3, 19.5, 20.2.13 or 20.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 25.2.2. In addition to Clause 25.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Agent may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Agent shall be entitled to issue such press release.

## 26. **FORCE MAJEURE**

- 26.1. 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.

- 26.2. 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.
- 26.3. The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## **27. INTENTION FOR ADMISSION TO TRADING**

- 27.1. The Issuer has undertaken to list the Initial Bonds and any Subsequent Bonds within six (6) months after the relevant Issue Date on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) in accordance with Clause 15.2 (*Admission to trading of the Bonds*). Further, if the Initial Bonds or any Subsequent Bonds have not been listed on a Regulated Market or MTF within sixty (60) calendar days from the relevant Issue Date, each Bondholder has a right of repayment (put option) of its Bonds in accordance with Clause 12.5 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*).
- 27.2. The Issuer shall use its reasonable endeavours to procure that:
- (a) the Initial Bonds are admitted to trading on the sustainable bond list at Nasdaq Stockholm within thirty (30) calendar days after the First Issue Date and
  - (b) any Subsequent Bonds are admitted to trading on the same Regulated Market and/or MTF as the Initial Bonds within thirty (30) days from the relevant Issue Date,
- or, in each case, any shorter period required by law or applicable stock exchange regulations.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1. 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.
- 28.2. Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 28.3, be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- 28.3. The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

# SCHEDULE 1

## CONDITIONS PRECEDENT

---

### Part 1

#### Conditions Precedent for the Initial Bond Issue

##### 1. Corporate documents

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer.
- (b) A copy of a resolution of the board of directors of the Issuer:
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Finance Documents on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to execute all documents and notices to be executed by it under or in connection with the Finance Documents to which it is a party.

##### 2. Finance Documents

- (a) A duly executed copy of the Terms and Conditions.
- (b) A duly executed copy of the Agency Agreement.

## **Part 2**

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

#### **1. The Issuer**

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) of the Issuer.
- (b) A copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Bonds and resolving to enter into documents necessary in connection therewith.

#### **2. Miscellaneous**

- (a) A duly executed copy of a Compliance Certificate from the Issuer certifying that, so far as it is aware, no Event of Default is continuing or would result from the relevant incurrence.
- (b) Such other documents and evidence as is agreed between the Agent and the Issuer.

**SCHEDULE 2**  
**FORM OF COMPLIANCE CERTIFICATE**

---

**COMPLIANCE CERTIFICATE**

To: Intertrust (Sweden) AB as Agent  
From: Genova Property Group AB (publ) as Issuer  
Date: [date]

Dear Sir or Madam,

**Genova Property Group AB (publ)**  
**Maximum SEK 650,000,000 senior unsecured callable floating rate green bonds**  
**2024/2027 with ISIN: SE0022725636**  
**(the “Bonds”)**

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

([2]) **[Maintenance Test**

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

- (a) *Equity Ratio*: the Book Equity was SEK [●], the Total Assets was SEK [●] and therefore the Equity Ratio was [●] per cent. (and should have been higher than 25.00 per cent.).
- (b) *Net Debt to Property Value*: the Net Debt was SEK [●], the Property Value was SEK [●], and therefore the ratio Net Debt to Property Value was [●] per cent. (and should have been higher than 70.00 per cent.).

Computations as to compliance with the Maintenance Test are attached hereto.<sup>1</sup><sup>2</sup>

([3]) [We confirm that, so far as we are aware, no Event of Default is continuing.]<sup>3</sup>

**Genova Property Group AB (publ)**

\_\_\_\_\_  
Name:  
*Authorised signatory*

\_\_\_\_\_  
Name:  
*Authorised signatory*

---

<sup>1</sup> To include calculations of the Maintenance Test including any adjustments.  
<sup>2</sup> This section to be used if the Compliance Certificate is delivered in connection with the delivery of a Financial Statement.  
<sup>3</sup> Should be included in each Compliance Certificate. If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

# ADDRESSES

---

## Issuer

**Genova Property Group AB (publ)**  
Smålandsgatan 12  
SE-111 46, Stockholm, Sweden  
Tel: +46 (0)8 124 443 60

## Auditor

**Ernst & Young Aktiebolag**  
Box 7850, 111 47 Stockholm, Sweden  
Tel: +46 (0)8 520 590 00

## Legal advisor

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

## Issuing agent

**Danske Bank A/S, Danmark, Sverige Filial**  
DCM Administration  
Box 7523, Norrmalmstorg 1, 103 92 Stockholm  
+46 (0)8-568 805 77  
[www.danskebank.se](http://www.danskebank.se)

## Bookrunners

**Danske Bank A/S, Danmark, Sverige Filial**  
DCM Administration  
Box 7523, Norrmalmstorg 1, 103 92 Stockholm  
+46 (0)8-568 805 77  
[www.danskebank.se](http://www.danskebank.se)

## Swedbank AB (publ)

Corporates & Institutions  
Legal, C89  
SE-105 34 Stockholm, Sweden  
+46 (0)8-700 99 98  
+46 (0)31-739 78 50  
[www.swedbank.se](http://www.swedbank.se)

## Agent

**Intertrust (Sweden) AB**  
Sveavägen 9, 10th floor  
SE-111 57 Stockholm, Sweden  
Tel: +46 (0)8 402 72 00

## Central securities depository

**Euroclear Sweden AB**  
P.O. Box 7822  
SE-103 97 Stockholm, Sweden  
Tel: +46 (0)8-402 90 00  
Web page: [www.euroclear.com](http://www.euroclear.com)