

*Denna kallelse till obligationsinnehavarna är endast utformad på engelska.*

Stockholm, 2 July 2020

**To the Bondholders in:**

**ISIN SE0013109444 – Hemfosa Fastigheter AB (publ) - up to SEK 1,000,000,000 senior unsecured floating rate green bonds**

## **NOTICE OF WRITTEN PROCEDURE – REQUEST FOR CONSENT**

This voting request for procedure in writing has been sent on 2 July 2020 to Bondholders directly registered in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden AB (the “CSD”). If you are an authorised nominee under the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder of the bond you represent as soon as possible. For further information, please see below under Section 4.3 (*Voting rights and*

### **Key information:**

Record Date for being eligible to vote:	8 July 2020
Deadline for voting:	17:00 27 July 2020
Deadline for tender and voting:	15:00 17 July 2020
Quorum requirement:	At least 50 per cent.
Majority requirement:	At least 66 2/3 per cent.

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the holders of the Bonds (the “**Bondholders**”) in the above mentioned bonds issue ISIN SE0013109444 (with an aggregated amount outstanding of SEK 800,000,000) (the “**Bonds**”) issued by Hemfosa Fastigheter AB (publ), Reg. No. 556917-4377, (the “**Issuer**” or “**Hemfosa**”). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Bondholders can vote for or against the Issuer’s proposal.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds dated 20 November 2019 (the “**Terms and Conditions**”).

This Notice is provided in connection with the Tender Offer (as defined below). The Tender and Voting Instruction (as defined below) shall be sent to Nordea Bank Abp (“**Nordea**”) (by direct registered owners (Sw. *direktregistrerad ägare*)) or as otherwise provided in Section 4.4 (*Bonds registered with a nominee*).

Direct registered Bondholders participate in the Written Procedure and the Tender Offer by completing and sending the combined Tender and Voting Instruction, attached hereto as Schedule 1 (Tender and Voting Instruction) (the “**Tender and Voting Instruction**”) to Nordea. Bondholders who wish to vote without participating in the Tender Offer (as defined below) shall send the voting instruction attached hereto as Schedule 3 to Nordea (the “**Voting Instruction**”). Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

Nordea must receive the Tender and Voting Instruction no later than 15.00 hours (CET) on 17 July 2020 or the Voting Instruction no later than 17.00 hours (CET) on 27 July 2020 by email to Nordea using the contact details set out in Section 4.7 (*Address for sending instructions*) below. Instructions received thereafter may be disregarded by Nordea. Nordea shall thereafter submit the votes to the Agent within 24 hours from 17.00 hours (CET) on 27 July 2020

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 8 July 2020 (the “**Record Date**”). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

***Disclaimer:** The Proposal (as defined below) is presented to the Bondholders from the Issuer, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Proposal (and its effects, should it be adopted) from a legal, financial or commercial perspective of the Bondholders they expressly disclaim any liability whatsoever related to the content of this Notice and the Proposal (and its effects, should it be adopted). The Bondholders are recommended to seek legal and financial advice in order to independently evaluate whether the Proposal (and its effects) is acceptable or not.*

## 1. Background

- (A) On 15 November 2019, Samhällsbyggnadsbolaget i Norden AB (publ) (“**SBB**”) announced a recommended public offer to the shareholders of Hemfosa (the “**Offer**”). On 28 February 2020 SBB announced that it controlled 98.3 percent of all outstanding shares and approximately 98.9 percent of the votes in Hemfosa following the Offer.
- (B) Following SBB's acquisition of Hemfosa, Hemfosa announced on 2 July 2020 that it is offering holders of the Issuer's outstanding Bonds to tender their Bonds for purchase by the Issuer for cash to the price of 101.56 per cent, with settlement date on or around 27 July 2020, or such later date as applicable if the quorum requirement is not met and the Written Procedure is instigated again without the quorum requirement (the “**Settlement Date**”) (the “**Tender Offer**”). Bondholders that does not participate in the Tender Offer may have their Bonds redeemed on the Final Maturity Date at the price of 100.25 per cent. Further information about the Tender Offer can be found on Hemfosa's website [www.hemfosa.se](http://www.hemfosa.se).
- (C) Further, Hemfosa wishes to restate and amend the Terms and Conditions to change the definition of Final Maturity Date to 20 August 2020 and change Clause 10.1 (*Redemption at Maturity*) in order change the redemption price to 100.25 per cent of the Nominal Amount (as described in Schedule 4 below).
- (D) The Issuer wishes to achieve the following adjustments to the Terms and Conditions (the “**Adjustments**”):
  - (a) The definition of "Final Maturity Date" shall be deleted in its entirety and replaced with the following:

*""Final Maturity Date" means 20 August 2020."; and*

- (b) Clause 10.1 (*Redemption at Maturity*) shall be deleted in its entirety and replaced with the following new Clause 10.1

***"10.1 Redemption at maturity***

*The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to 100.25 per cent of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day."*

Consequently, the Issuer wishes to obtain consent to the Adjustments.

## **2. Proposal**

### **2.1 Adjustments**

The Issuer proposes and requests that the Bondholders consent to the Adjustments.

The Adjustments presented under Section 1(D) item above are hereafter referred to as the "**Proposal**". Attached as Schedule 4 is a mark-up showing the Adjustments.

### **2.2 Effective Date**

The Proposal shall be deemed to be approved:

- (a) immediately upon expiry of the voting period if a requisite majority of consents of the Adjusted Nominal Amount as set forth in Section 4.6 (*Majority*) below have been received by Nordea; or
- (b) if earlier, when a requisite majority of consents of the Adjusted Nominal Amount as set forth in Section 4.6 (*Majority*) below have been received by the Nordea,

provided that amended and restated terms and conditions have been executed by the Issuer and the Agent.

## **3. Consent request**

The Bondholders are hereby requested to consent to the Proposal.

## **4. Written Procedure**

The following instructions need to be adhered to under the Written Procedure.

### **4.1 Final date to participate in the Written Procedure**

Nordea must have received the instructions by email to the address indicated below no later than:

- (a) 17.00 hours (CET), 17 July 2020 for Tender and Voting Instructions; or
- (b) 15.00 hours (CET), 27 July 2020 for Voting Instructions.

Votes received thereafter may be disregarded.

## **4.2 Decision procedure**

Tender and Voting Instructions and Voting Instructions shall be submitted to Nordea. Nordea will administrate the Tender Offer and act as proxy for the Bondholders voting in the Written Procedure. Nordea will thereafter submit the votes, on behalf of the Bondholders, to the Agent.

The Agent will determine if received replies are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Proposal shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken under the Written Procedure will: (a) be sent by notice to the Bondholders and (b) be published on the websites of (i) the Issuer and (ii) the Agent.

A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

## **4.3 Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date:

- (a) be registered as a direct registered owner of one or several Bonds on a Securities Account in the debt register; or
- (b) be registered as an authorised nominee on a Securities Account, with respect to one or several Bonds in the debt register.

## **4.4 Bonds registered with a nominee**

If you are not registered as a direct registered owner, but your Bonds are held through a registered authorised nominee or another intermediary, you may have two different options to influence the voting for the Bonds.

1. If you want to consent to the proposal and tender your Bonds in the Tender Offer, you ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote for the proposal in its own name by submitting the Tender and Voting Instruction, attached hereto as Schedule 1, as instructed by you.
2. If you want to vote without participating in the Tender Offer, you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary, and submit the Voting Instruction, attached hereto as Schedule 3, to Nordea based on the authorisation in the Power of Attorney. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Bondholder of the Securities Account, or from each intermediary in the chain of bondholders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Bonds on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights and the Issuer is responsible for excluding such Bonds from the Adjusted Nominal Amount.

#### **4.5 Quorum**

To approve the Proposal, Bondholders representing at least fifty (50) per cent of the Adjusted Nominal Amount must reply to the request under the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

#### **4.6 Majority**

At least sixty-six and two thirds (66 2/3) per cent of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Proposal.

#### **4.7 Address for sending replies**

Direct registered Bondholders that wish to participate in the Tender Offer and vote for the Proposal shall return the Tender and Voting Instruction (Schedule 1) to Nordea. Bondholders that wish to vote without participating in the Tender Offer, shall return the Voting Instruction (Schedule 3) and the Power of Attorney (Schedule 2) to Nordea.

The replies shall be sent to Nordea by e-mail to the below e-mail address:

##### **Nordea:**

Nordea Bank Abp  
Denmark  
Email: [NordeaLiabilityManagement@nordea.com](mailto:NordeaLiabilityManagement@nordea.com)  
Tel: +45 61612996

### **5. Further Information**

For further questions to the Issuer, regarding the request, please contact the CEO of SBB Ilija Batljan on [ilija@sbbnorden.se](mailto:ilija@sbbnorden.se) or Linda Eriksson, Head of Finance Hemfosa, [linda.eriksson@hemfosa.se](mailto:linda.eriksson@hemfosa.se).

For further questions to the Nordea, regarding the administration of the Written Procedure, please contact Nordea at [NordeaLiabilityManagement@nordea.com](mailto:NordeaLiabilityManagement@nordea.com) or +45 61612996

For further questions to the Agent, please contact the Agent at [voting.sweden@nordictrustee.com](mailto:voting.sweden@nordictrustee.com) or +46 8 783 79 00.

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Stockholm, 2 July 2020

**NORDIC TRUSTEE & AGENCY AB (PUBL)**

**as Agent at the request of Hemfosa Fastigheter AB (publ)**

**Enclosed:**

<b>Schedule 1</b>	Tender and Voting Instruction (including power and attorney)
<b>Schedule 2</b>	Power of Attorney/Authorisation
<b>Schedule 3</b>	Voting Instruction
<b>Schedule 4</b>	Mark up of amendments

## SCHEDULE 1

*This Tender and Voting Instruction constitutes a tender and voting instruction and shall be submitted by the direct registered Bondholder by email to Nordea Bank Abp ("Nordea") at [Nordealiabilitymanagement@nordea.com](mailto:Nordealiabilitymanagement@nordea.com). Please note that only the direct registered Bondholder on the Record Date 8 July 2020 can submit this form (for avoidance of doubt, submission through power of attorney from a direct registered Bondholder is not possible). For questions about submission of this form please contact Nordea or the Agent as set out in Section 5 (Further Information) in the Notice of Written Procedure (as defined below).*

### TENDER AND VOTING INSTRUCTION

On 2 July 2020, Hemfosa Fastigheter AB Reg. No. 556917-4377 ("**Hemfosa**" or the "**Company**") made an announcement (see press release dated 2 July 2020 at: <https://hemfosa.se/en/press-en/press-releases/> the "**Press Release**"), inviting the bondholder (including any beneficial owners who hold their Bonds via nominees or custodians) (each a "**Bondholder**") of the Company's outstanding SEK senior unsecured floating rate green bonds outlined below (the "**Bonds**") to tender their Bonds for purchase by the Company (however, subject to certain terms and conditions as further set out in the Tender Information Document published 2 July 2020) (the "**Tender Offer**").

Description of the Bonds / ISIN / Issued Amount / Outstanding Amount / Minimum denomination amount / Purchase Price

2019 senior unsecured floating rate green bonds / SE0013109444 / SEK 800m / SEK 800m / SEK 1,25m / 101.56 %

2019 senior unsecured floating rate green bonds / SE0012596203 / SEK 1,300m / SEK 1,300m / SEK 1,25m / 101.89 %

In connection with the Tender Offer, the Company instigated written procedures (the "**Written Procedures**" together with the Tender Offer the "**Tender and Solicitation Process**"), for which notices were distributed 2 July 2020 (the "**Notice of Written Procedures**"), pursuant to the respective terms and conditions of the Bonds (together the "**Terms and Conditions**") in order to amend the Terms and Conditions to change the definition of Final Maturity Date to 20 August 2020.

*Before making a decision whether to submit this tender and voting instruction (the "**Tender and Voting Instruction**"), the Bondholder should carefully consider all of the information in the Notice of Written Procedure and the Tender Information Document dated 2 July 2020 prepared by the Company.*

Unless the context otherwise requires, capitalised terms used herein shall have the meaning ascribed to them in the Notice of Written Procedure and Tender Information Document.

### General information

This Tender and Voting Instruction must be submitted by email to Nordea using the contact details set out in the Notice of Written Procedure in ample time before the Tender Offer and Voting deadline (15.00 CET on 17 July 2020) (the "**Tender Offer and Voting Deadline**"). Before submitting this Tender and Voting Instruction, the Bondholder must ensure that all fields in this Tender and Voting Instruction are complete and correct. Tender and Voting Instructions that are incomplete or incorrectly completed may be disregarded. Please also note that you may not submit a Tender and Voting Instruction if you have already submitted, or will submit for the same holdings of Bonds, a Voting Instruction (as defined below).

Bondholders who wish to vote in the Written Procedure without participating in the Tender Offer shall send the voting instruction attached in Notice of Written Procedure (the "**Voting Instruction**"). The Voting Instruction must be submitted by email to Nordea using the contact details set out in the Notice of Written Procedure in ample time before voting deadline 17.00 CET on 27 July 2020 (the "**Voting Deadline**"). Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

I understand by giving my vote in this Tender and Voting Instruction that I approve that my identity and the other details regarding my holding of Bonds and the instructions set out in this Tender and Voting Instruction are disclosed to the Tender and Solicitation Agents (as defined below) and the Company.

The Tender Offer and Voting Deadline for being eligible to receive the Purchase Price is 15:00 CET 17 July 2020, as set out in the Tender Information Document.

The Voting Deadline is 17:00 CET 27 July 2020.

#### **Adjustments**

The Adjustments are as set out in the Tender Information Document and the Notice of Written Procedure published by the Company on 2 July 2020.

**By submitting this Tender and Voting Instruction, I instruct the below-mentioned attorney-in-fact to vote in favour of the Adjustments.**

#### **Participation**

Tender and consent instructions given via this Tender and Voting Instruction are irrevocable by the Bondholder.

The tendering of Bonds will be deemed to have occurred upon receipt by Nordea of a valid Tender and Voting Instruction.

In addition to the applicable Purchase Price for the Tender Offer, announced in the Press Release and set forth in the Tender Information Document, the Bondholder will also receive accrued and unpaid interest in accordance with the terms and conditions of the Bonds until the settlement date, which is expected on or about 27 July 2020, or such later date as applicable if the quorum requirement is not met and the Written Procedure is instigated again without the quorum requirement (the "**Settlement Date**").

I hereby tender (only in multiples of SEK 1,250,000) Bonds as specified below in accordance with the terms and conditions contained in the Tender Information Document and vote for the Adjustments for that same amount.

#### **MANDATORY INFORMATION TO FILL OUT IN THIS TENDER AND VOTING INSTRUCTION**

PLEASE ENSURE THAT ALL INFORMATION IS FILLED IN USING CAPITAL LETTERS ONLY.

#### **I am a Bondholder**

Full name/Company name of the Bondholder	
Personal/corporate identity no.	
Beneficial Owner / Entity	
Settlement details (Euroclear account number)	
Legal Entity Identifier	
Name of contact person	
Email address	
Telephone number	

<b>Bonds</b>	<b>Amount (SEK) of Bonds subject to the Tender Offer and voting in favour of the Adjustments</b>
2019 senior unsecured floating rate green bonds (ISIN SE0013109444)	
2019 senior unsecured floating rate green bonds (ISIN SE0012596203)	



## POWER OF ATTORNEY FOR THIS TENDER AND VOTING INSTRUCTION

By signing this Voting Instruction, I hereby appoint Simon Bach Schjølin and Bibi Larsen, together with any other authorised representative of Nordea Bank Abp ("**Nordea**") or any other person appointed by any of them, each individually, to represent me and to vote in on my behalf for the Adjustments set forth in the Notice of Written Procedure published on 2 July 2020 and, if a quorum is not present in such procedure, any repeated Written Procedure with respect to the Adjustments.

I hereby confirm that the Bonds subject to the Tender Offer, have not been voted through any other person registered in the CSD and that I will not trade the Bonds until and including the Tender Settlement Date.

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Place, date<sup>1</sup>

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Signature

Agreements and confirmations

By submitting or delivering the above Tender and Voting Instruction, I hereby:

- (a) confirm that I am the direct registered Bondholder eligible to vote eligible to vote;
- confirm that I am aware that the Bonds will be blocked from trading once Nordea has received this Tender and Voting Instruction;
- confirm that I will sell the Bonds, on the Settlement Date at the Purchase Price stated in the Tender Information Document, provided that the Bonds are accepted for purchase by the Company;
- confirm (i) that I have not submitted another Tender and Voting Instruction or Voting Instruction for the Bonds specified in the Tender and Voting Instruction, (ii) that I have not issued any other authorisation to vote or participate in the Written Procedure (or a repeated Written Procedure, applicable) in respect of those Bonds (for the avoidance of doubt, except the attorney-in-facts as instructed pursuant to this Tender and Voting Instruction);
- accept the Tender Offer regarding the Bonds tendered pursuant to this Tender and Voting Instruction;
- confirm that I have received and reviewed
  - the Tender Information Document; and
  - the relevant Notice of Written Procedure of the Bonds tendered;
- confirm that I am not domiciled, or have a registered address in the United States, Australia, South Africa, Hong Kong, Japan or any other country in which participation in the Tender Offer is in breach of Danish law or the offer and distribution restrictions contained in the Memorandum, and that the Tender and Voting Instruction has not been sent from any of these countries and that I am not acting on behalf of any person in such a country;

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<sup>1</sup> Please note that the Tender and Voting Instruction and the print-out of a custody account statement from the CSD may not be dated earlier than 8 July 2020 in order to be valid.

confirm that I fully own and am the lawful Bondholder on the Record Date (as defined in the Notice of Written Procedure) and that I have obtained all necessary consents, authorisations, approvals and/or permissions required (if applicable) under the applicable laws or regulations in any jurisdiction in order to execute and deliver this Tender and Voting Instruction, that any Bonds tendered and accepted for purchase by the Company are freely transferable with full title free from all pledges, liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached to such Bonds and that there are no other obstacles to the sale of my Bonds on the Settlement Date;

confirm that I am aware of, and are in agreement that this Tender and Voting Instruction is irrevocable; and

confirm that I am aware of, and are in agreement that an incomplete and/or erroneously completed Tender and Voting Instruction may be disregarded.

*I undertake that, if any of the above confirmations, representations and/or warranties proves to be untrue or incorrect and, as a result thereof, either of the Company or any of the Tender Agents suffers any loss or damage, upon first written demand from the either of the Company or any of the Tender Agents, I will fully indemnify the Company or any of the Tender Agents for, and hold them harmless from, such loss or damage.*

Personal data provided by the Eligible Bondholders in connection with this Tender and Voting Instruction or which is otherwise registered in connection therewith is processed by Nordea, SEB or Swedbank as Tender and Solicitation Agents. Processing of personal data may also be carried out by other companies with which Nordea, SEB or Swedbank co-operates. Eligible Bondholders requiring information about which personal information about them that has been processed by Nordea, SEB or Swedbank may submit a request in writing to that effect to Nordea, SEB or Swedbank at the relevant address provided above. Eligible Bondholders wishing to request rectification of erroneous or misleading data may contact Nordea, SEB or Swedbank at the relevant address above.

## SCHEDULE 2

### POWER OF ATTORNEY/AUTHORISATION

**For the Written Procedure in Hemfosa Fastigheter AB (publ) - up to SEK 1,000,000,000 senior unsecured floating rate green bonds with ISIN SE0013109444**

*NOTE: This Power of Attorney/Authorisation document shall be filled out if the voting person is not directly registered as a Bondholder on the Securities Account, held with Euroclear Sweden. There must always be a coherent chain of powers of attorney derived from the Bondholder. In essence, if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.*

Name of person/entity that is given authorisation (Sw. *Befullmäktigad*) to vote as per the Record Date:

Nominal Amount (in SEK) the person/entity is authorised to vote for as per the Record Date:

Name of Bondholder or other intermediary giving the authorisation (Sw. *Fullmaktsgivaren*):

We hereby confirm that the person/entity specified above (Sw. *Befullmäktigad*) has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: SEK \_\_\_\_\_

We are:

Registered as Bondholder on the Securities Account

Other intermediary and holds the Bonds through (specify below):

\_\_\_\_\_

Place, date: \_\_\_\_\_

\_\_\_\_\_

Name:

Authorised signature of Bondholder signature of Bondholder / other intermediary (Sw. *Fullmaktsgivaren*)

### SCHEDULE 3

#### VOTING Instruction

**For the Written Procedure in Hemfosa Fastigheter AB (publ) – up to SEK 1,000,000,000 senior unsecured floating rate green bonds with ISIN SE0013109444.**

The undersigned Bondholder or authorised person/entity (the “**Voting Person**”), votes **Against** the Adjustments by marking the applicable box below.

**NOTE:** If the Voting Person **is not directly registered as Bondholder** on the relevant Bonds held with Euroclear Sweden (as defined in the Terms and Conditions), the Voting Person **must enclose a Power of Attorney/Authorisation**, see Schedule 2. Bondholders should note that a Voting Instruction given in respect of the Written Procedure shall remain valid for any second Written Procedure initiated, should the quorum requirement not be met.

**For** the Proposal

**Against** the Proposal

Name of the Voting Person: \_\_\_\_\_

Capacity of the Voting Person: Noteholder<sup>2</sup>:  authorised person<sup>3</sup>:

Voting Person's reg.no/id.no  
and country of incorporation/domicile: \_\_\_\_\_

Securities Account number at  
Euroclear Sweden:  
(if applicable) \_\_\_\_\_

Name and Securities Account  
number of custodian(s):  
(if applicable) \_\_\_\_\_

Nominal Amount voted  
for (in SEK): \_\_\_\_\_

Day time telephone number, e-mail address and contact person:

\_\_\_\_\_

<sup>2</sup> When voting in this capacity, no further evidence is required.

<sup>3</sup> When voting in this capacity, the person/entity voting must also enclose Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date.

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Authorised signature and Name<sup>4</sup>

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Place, date:

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<sup>4</sup> If the undersigned is not a Bondholder according the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Instruction.

## SCHEDULE 4

### Definition of "Final Maturity Date"

- (h) **before deducting** amortisation of any goodwill or any intangible assets; and
- (i) **before deducting** any depreciation on tangible assets.

"**Event of Default**" means an event or circumstance specified in any of the Clauses 14.1 (*Non-Payment*) to and including Clause 14.9 (*Continuation of the Business*).

"**Equity**" means the sum of the total equity of the Group (calculated on a consolidated basis) as set out in the balance sheet forming part of the latest Financial Report of the Group.

~~"Final Maturity Date" means 3 October 2022.~~

"Final Maturity Date" means 20 August 2020.

### Clause 10.1 Redemption at Maturity

#### 10.1 **Redemption at maturity**

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to 100.25 per cent of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.