



ARISE AB (PUBL)

**Prospectus for the admission to trading
on Nasdaq Stockholm of**

SEK 650,000,000

SENIOR SECURED GREEN FLOATING RATE NOTES 2018/2021

ISIN: SE0010920900

Lead Manager



IMPORTANT INFORMATION

In this prospectus, “**Arise**”, the “**Company**” or the “**Group**”, depending on the context, refers to Arise AB (publ), the group in which Arise AB (publ) is the parent company, a subsidiary of the group in which Arise AB (publ) is the parent company or including the associated company Sirocco Wind Holding AB as relevant. The “**Issuer**” means Arise AB (publ). The “**Sole Manager**” means DNB Markets, DNB Bank ASA, Sverige filial. “**Euroclear**” refers to Euroclear Sweden AB and “**Nasdaq Stockholm**” refers to Nasdaq Stockholm AB. “**SEK**” refers to Swedish kronor.

Words and expressions defined in the terms and conditions of the Notes (as defined below) (the “**Terms and Conditions**”) beginning on page 39 have the same meaning when used in this Prospectus, unless expressly stated or the context requires otherwise.

Notice to investors

On 16 March 2018 (the “**Issue Date**”) the Issuer issued a note loan in the amount of SEK 650,000,000. The initial nominal amount of each note is SEK 2,000,000 (the “**Nominal Amount**”) (the “**Notes**”). The maximum nominal amount of the Notes may not exceed SEK 650,000,000 unless a consent from the Noteholders is obtained pursuant to the Terms and Conditions. This prospectus (the “**Prospectus**”) has been prepared for the listing of the loan constituted by the Notes on a Regulated Market. This Prospectus does not contain and does not constitute an offer or a solicitation to buy or sell Notes.

This Prospectus has been approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) pursuant to the provisions of Chapter 2, Sections 25 and 26 of the Swedish Financial Instruments Trading Act (*lagen (1991:980) om handel med finansiella instrument*) (the “**Trading Act**”). Approval and registration by the SFSA does not imply that the SFSA guarantees that the information provided in the Prospectus is correct and complete.

This Prospectus is governed by Swedish law. The courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus.

This Prospectus is not an offer to sell or a solicitation of any offer to buy the Notes in any jurisdiction. It has been prepared solely for the purpose of listing the Notes on Nasdaq Stockholm. This Prospectus may not be distributed in any jurisdiction where such distribution would require any additional prospectus, registration or measures other than those required under Swedish law, or otherwise would conflict with regulations in such jurisdiction. Persons into whose possession this Prospectus may come are required by the Issuer and the Sole Manager to inform themselves about, and to observe, any such restrictions. Any failure to comply with such restrictions may result in a violation of applicable securities regulations. The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended, (the “**Securities Act**”) or the securities laws of any state or other jurisdiction outside Sweden, and accordingly may not be offered or sold in the United States absent registration or an exemption from the registration requirements of the Securities Act and in accordance with applicable U.S. state securities laws.

No person has been authorised to provide any information or make any statements other than those contained in this Prospectus. Should such information or statements nevertheless be furnished, it/they must not be relied upon as having been authorised or approved by the Issuer and the Issuer assumes no responsibility for such information or statements. Neither the publication of this Prospectus nor the offering, sale or delivery of any Note implies that the information in this Prospectus is correct and current as at any date other than the date of this Prospectus or that there have not been any changes in the Issuer’s or the Group’s business since the date of this Prospectus. If the information in this Prospectus becomes subject to any material change, such material change will be made public in accordance with the provisions governing the publication of supplements to prospectuses in the Trading Act.

Each potential investor in the Notes must in light of its own circumstances determine the suitability of the investment. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this document or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (d) understand thoroughly the terms of the Notes and be familiar with the behavior of any relevant indices and financial markets; and
- (e) scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Forward-looking statements and market data

The Prospectus contains market data and industry forecasts, including information related to the sizes of the markets in which the Group participates. The information has been extracted from a number of sources. Although the Issuer regards these sources as reliable, the information contained in them has not been independently verified and therefore it cannot be guaranteed that this information is accurate and complete. However, as far as the Issuer is aware and can assure by comparison with other information made public by these sources, no information has been omitted in such a way as to render the information reproduced incorrect or misleading. In addition to the above, certain data in the Prospectus is also derived from estimates made by the Issuer.

TABLE OF CONTENTS

RISK FACTORS	4
DESCRIPTION OF THE NOTES AND THE USE OF PROCEEDS	18
GREEN BOND CLASSIFICATION	27
BUSINESS DESCRIPTION	28
BOARD OF DIRECTORS, SENIOR EXECUTIVES AND AUDITORS.....	33
LEGAL CONSIDERATIONS AND SUPPLEMENTARY INFORMATION.....	36
TERMS AND CONDITIONS OF THE NOTES	39
ADDRESSES.....	80

RISK FACTORS

Investments in the Notes always entail a certain degree of risk, including the risk of losing the value of the entire investment. A number of factors affect and may come to affect Arise's operations, result, financial position and the Notes. In this section a number of risk factors are described, including general risks attributable to Arise's business operations and key risks linked to the Notes in their capacity as financial instruments. The intention is to describe risks that are linked to Arise's business operations and thus also Arise's ability to fulfil its obligations in accordance with the Terms and Conditions, including to pay interest or principal when due.

Before making a decision about acquisition of the Notes, any potential investors should carefully consider the risk factors outlined below, as well as any other information provided by Arise in relation to the Notes. In addition, an investor must, alone or together with its financial and other types of advisers, engage in a general evaluation of external facts, other information provided by Arise in relation to the Notes and general information about the renewable energy market from its own perspective. An investor should have adequate knowledge to evaluate the risk factors as well as sufficient financial strength to bear these risks. The below summary of risk factors does not claim to be complete, nor are the risks ranked in order of importance.

The presentation of risks is not exhaustive, as other additional unknown risk factors or risk factors which are currently not deemed to be material may also affect Arise's future business operations, earnings, financial position and thus Arise's capacity to fulfil its obligations in accordance with the Terms and Conditions.

RISKS RELATED TO ARISE, ITS BUSINESS AND INDUSTRY

Arise is dependent on electricity certificate systems and other efforts to expand wind power and curb low prices for sustainable electricity production

Investments in new wind power production has historically been, and still remains, dependent (as is the case for new investments in many other power production technologies) on certain economic incentives in order to be competitive with already existing electricity-producing assets in the market. The dependency on economic incentives in today's market is enhanced by the historically low prices for electricity. As a producer of wind power electricity, Arise is therefore dependent on the additional revenues it derives from the electricity certificate systems as well as on the efforts by various governmental authorities and agencies involved in the drive to expand wind power in Sweden, Norway and Scotland, where Sweden is the principal geographical market where Arise conducts its operations. An enduring decline or continued low levels on energy prices on the market could therefore affect the Group's profitability if efforts to expand economic incentives for wind power are not successful.

The price of electricity certificates depends on the balance between the supply of renewable energy generated by renewable power producers and the demand for renewable energy regulated by law, primarily through statutory quotas in Sweden (and Norway). In recent years, the price of electricity certificates on the Swedish market has declined significantly, partly due to uncertainty in the market following a proposal by the Swedish Energy Agency to reform the Swedish system for electricity certificates. In 2017, the Swedish Riksdag voted in favor of new targets for the production of renewable energy, including increased mandatory quotas and a prolongation of the Swedish system for electricity certificates until 2045. It is yet too early to draw any conclusions as to the long-term effects for the price of electricity certificates, the market in general and, as such, Arise's position both as a producer of renewable energy and as a developer of wind farms. There is as such a risk that the new Swedish targets for the production of renewable energy will not have the desired effects, e.g. resulting in that the price of electricity certificates in the long-term remains low, not increasing sufficiently, or even further declining. Furthermore, Arise cannot predict the regulatory development affecting

the renewable energy industry in general, if new laws and regulations will be enacted, or the potential effects it may have for the industry and for the Group's operations.

Regulatory developments that are disadvantageous for the renewable energy industry, including any negative developments in the Swedish system for electricity certificates, an enduring decline or continued low level for energy prices or any similar developments constitute risk factors that could have a material adverse effect on Arise's business operations, earnings and financial position.

The actual production output from Arise's operational wind farms may fluctuate due to a number of factors, including wind conditions, production stoppages and climatic changes

Arise's revenue is dependent on the actual production output by its operational wind farms, which may fluctuate due various factors that are difficult to estimate and predict.

The electricity generated by a wind farm depends on several geographical and climatic factors, including wind conditions, energy content of the wind, seasonal wind variations, wind variations between years, and the general accessibility of the wind farms. Before a wind farm is commissioned, the conditions at the considered geographical site must therefore be thoroughly evaluated to assess the estimated production capacity. Arise's estimates are based on forecasts and models produced by internal and external resources with relevant expertise. Such estimates are based on knowledge and experience but also on assumptions, meaning that there is a risk of significant discrepancies between estimates, measurements and actual outcomes. Any such discrepancies may therefore lead to that the wind farm does not produce at expected capacity once commissioned. In addition, actual production may also fluctuate due to production stoppages, climate changes or other unforeseen changes to site conditions.

Unfavorable weather conditions, changes in climates, significant discrepancies between estimates and actual output, unexpected production stoppages and other similar developments constitute risk factors that could have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to fluctuations in the price of electricity and electricity certificates and is therefore dependent on effective hedging strategies and instruments

Arise is exposed to energy price risk, i.e. the risk of fluctuations in the price of electricity, electricity certificates and other benefits. The risk for Arise occurs in cases where, and to the extent that, Arise's energy sales have not been hedged, in which cases fluctuations in prices in the electricity and electricity certificate markets would have a direct impact on the Group's earnings. Lack of efficient hedging strategies or available price hedging instruments, or otherwise insufficient hedging measures undertaken by Arise, constitute risk factors that could have a material adverse effect on the Group's business operations, earnings and financial position.

Technological developments could lead to other sources of energy becoming more favorable than wind power or that competitors within the wind power sector can produce cheaper electricity than Arise

The electricity produced from wind power is transported and consumed in the same manner as electricity generated by other energy sources, meaning that different energy sources compete with each other. As technological development continues, there is a risk that competing electricity-producing technologies are developed that prove to be more favorable than wind power, thus affecting the relative competitiveness of wind power. There is also a risk that competitors within the wind power sector develop technology that is better than the technology used by Arise, or that the technology used by Arise may entail risks in the future that are unknown for the Company today.

Furthermore, there is a risk that the current value of Arise's wind farm portfolio declines if new technologies are developed during the lifecycle of the Group's wind farms that allow for lower development and produc-

tion costs. To this extent, existing wind power production is particularly sensitive to technological developments as the variable cost of production is low, meaning that technological developments have a significant impact on the total cost of production.

The development of new and better electricity-producing technologies, competing and more cost-efficient wind power or any similar developments constitute risk factors that have a material adverse effect on Arise's business operations, earnings and financial position.

The process for commissioning wind farms is subject to numerous laws and regulations that make the process of constructing and operating a wind farm long and complex, or obstruct development

Arise's business operations are subject to large number of regulations issued by numerous national, regional and local authorities, primarily in the Swedish market, but also in Norway and Scotland as Arise is involved in wind power projects in those countries. The many administrative entities involved as well as the possibility for third parties to appeal decisions, make the process of obtaining permits to construct and operate a wind energy project long and complex, making it difficult for Arise to predict costs and timing on individual projects.

In Sweden, the establishment of a wind farm is among other things dependent on the possibility to obtain an environmental permit, which in turn depends on the geographical area in question as well as on the assessment of certain environmental considerations regarding local wildlife and other environmental issues. In general, the supervisory authorities' interpretation of applicable rules varies, which adversely affects Arise's capacity to develop, construct and sell new wind farm projects. Furthermore, as the development of wind farms stretches over a considerable time period, unforeseen amendments to relevant legislation, case law or administrative practices may adversely affect the profitability and net worth of individual and/or several projects.

The development of new projects in Sweden could also be obstructed by the municipalities' right of veto under the Swedish Environmental Code in that they need to support an erection of a wind farm (with a minimum of seven turbines) in order for an environmental permit for the planned operations to be granted. A municipality's decision not to support the development of a wind farm cannot be appealed why there is thus a risk that a municipality can obstruct a wind farm construction by exercising its right of power. In certain areas in Sweden, as well as in Norway and Scotland, there is a negative public opinion towards the construction of wind turbines and such opinion affecting a municipality's choice to exercise its veto.

Failure to obtain environmental permits, changes in authorities' interpretation of applicable laws and regulations, municipalities' veto rights, a negative public opinion towards wind turbines or any similar developments constitute risk factors that adversely affect the development of new wind farms, which in turn have a material adverse effect on Arise's business operations, earnings and financial position.

The development of wind farms is inherently associated with several project development risks which may in turn entail significantly increased costs for Arise

A substantial part of Arise's operations is to develop wind power projects, starting from the conclusion of a land lease agreement with a landowner to the actual commissioning of a wind turbine. A number of risks are associated with the development phase of such a project, including misjudgments regarding site conditions in general and wind conditions in particular or delays with obtaining an environmental permit. Furthermore, the successful development of a wind farm is dependent on the availability of suitable sites for bankable wind projects, including necessary wind resources and grid capacity, permits and suitable ground conditions for foundations, roads and cables.

There is a risk that conflicts with cultural, environmental or other similar interests as well as with telecom, military and airport interests delays or impedes the permit process for new projects. These conflicts normally

concern issues such as the changes to the landscape or animal life, the impact of noise and shadows in places inhabited by people or animals, the impact on recreational values and the impact on natural and cultural environments. Delays may also result from transportation or construction problems or when connecting turbines to electrical grids, in which Arise is in many cases dependent on external parties and non-extreme weather conditions.

Furthermore, in situations where Arise has secured all necessary permits, land, material and services for developing a new wind farm, there is always a risk that Arise is unable to find a buyer willing to invest in the wind farm project. Arise is as such also dependent on the general demand on the market for wind farms projects.

Delayed or lack of necessary approvals or permits, deviations from expected results, the lack of necessary infrastructure, conflicts with other societal interest, adverse market conditions and any similar developments constitute risk factors that affect Arise's ability to successfully plan, construct and sell projects, which in turn have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is dependent on its suppliers and delays or non-fulfilment of agreed services have a negative impact the Group's operations

Arise's wind farms require delivery and assembly of numerous technical components from various suppliers. The Group is thus dependent on its suppliers' abilities to fulfil the agreements, e.g. in respect of the agreed standards of quality and delivery time. As the general delivery time for the required input goods is relatively long, delayed deliveries or the non-delivery of goods result in delays or stand-still in the development of new projects, which in turn result in an inability for Arise to fulfil its obligations under concluded agreements.

Furthermore, a low degree of competition among potential suppliers will adversely affect the Group's position in negotiating contractual terms while procuring products and services, leading to increased or unexpected costs.

At times, supply agreements include commitments for the Group which entail further costs if the relevant commitment is not fulfilled. For example, one of the Group's framework agreement with GE Energy specifies minimum purchase volumes. Failure to do so incurs a certain fee for Arise, which is currently EUR 2.3 million, and as such amounts to a smaller part of the total purchase consideration for a wind farm.

The occurrence of delayed or defaulted deliveries, defects in the services and products, lack of alternative suppliers, the Group's inability to fulfill commitments under supply agreements or any similar developments constitute risk factors that have a material adverse effect on Arise's business operations, earnings and financial position.

Arise has contractual obligations towards its end customers of electricity and electricity certificates as well as purchasers of wind farm projects

Electricity produced by Arise is primarily sold on the European power market Nord Pool, but can also be sold to municipalities, utilities and industrials under bilateral and finance agreements. In such cases, Arise has fixed delivery commitments towards its end customers in respect of electricity and electricity certificates. If the actual output falls below the pre-sold output, Arise is forced to purchase the difference on Nord Pool or from other producers, meaning that there is a risk in situations where the price of the balance exceeds the price of the pre-sold power.

Furthermore, Arise develops and sells its wind farm projects to customers. The purchase consideration is often based on the assumption that the construction of the project takes place in accordance with the budget and pursuant to a specified time plan. Arise's earnings decrease or default in situations where the time plan or budget is overrun. In some cases, Arise has also undertaken to provide construction services while selling

a wind farm project and delays or an overrun budget for such services will similarly adversely affect Arise's earnings.

Arise has also entered several wind farm management agreements with external customers, which imposes continuous obligations to provide management services during the duration of the agreements. The customer is entitled to terminate the management agreement should Arise, for any reason, fail to fulfil its commitments under these agreements.

Failure to fulfil contractual obligations towards the end customer pursuant to the delivery of electricity agreements, construction agreements or management agreements have a material adverse effect on Arise's business operations, earnings and financial position.

Inaccurate production planning and forecasts lead to increased costs for Arise

As a producer of electricity, Arise is required to submit daily forecasts of electricity production for the following 24 hour period to Svenska Kraftnät, the Swedish authority responsible for the national electricity transmission system. An imbalance occurs in cases where the forecast output differs from actual output. Such cases are regulated through the purchase or sale of electricity in the daily market for regulating the discrepancy, so called balancing energy. Balancing energy is administered by service providers that manage and report forecasts submitted by several other customers in addition to Arise. At times when the balance in the Swedish power system is strained due to high demand and disruptions in the production system, the cost of balancing energy is high. As such, inaccurate production plans or misleading forecasts lead to increased costs for Arise which in turn have a material adverse effect on Arise's business operations, earnings and financial position.

Arise needs to conclude and maintain land lease agreements to develop wind farm projects, and such agreements may include restrictive provisions or become terminated or appealed

In order to construct and develop wind farms, Arise must enter into land lease agreements and right of use agreements with landowners of the sites of planned projects. Arise has concluded a large number of land lease agreements providing Arise a right, but not an obligation, to erect wind turbines on the properties of such landowners. Even if such agreements are required for Arise's wind farm development, they may include provisions that restrict or otherwise do not allow the construction of a wind farm according to development plans and forecasts.

The lease term of most of Arise's land lease agreements amount to a minimum of 25 years, which correlates to the average utilization period of a wind farm. Should a wind turbine's utilization period exceed the term of the land lease, for instance due to a material repair, upgrade or by using a replacement turbine with better technology, there is a risk that Arise is unable to continue to operate the turbine in the leased location as the land lease expires unless a new agreement on extension is concluded with the landowner. Therefore, material new investments in existing turbines are subject to extension of the relevant land lease or conclusion of a new land lease. Furthermore, most of Arise's land lease agreements can be terminated before expiry by the landowner in the event that a permit for the turbine is delayed or cannot be obtained or if construction of the turbine is delayed or does not take place.

The land lease agreements generally grant Arise a right to register the agreements in the Swedish Land Register (Sw. *fastighetsregistret*). In the absence of such registration there is a risk that the lease agreement will be terminated in cases where another conflicting land lease agreement exists on the same relevant part of land. Furthermore, a number of the properties where Arise leases land are encumbered by mortgages with prioritized right over Arise's land lease agreements. In case of a foreclosure of such a property, there is a risk that the land lease agreement will not be valid against a new landowner, who has purchased the land at an executive auction.

Development of wind farms projects is also associated with the risk that other landowners, that is landowners not contractually bound to Arise, may appeal and complain in the process of Arise applying for an environmental permit, as they do not wish to see wind turbines on adjacent properties. Such situations lead to delays with securing permits, further expenses or Arise not managing to secure necessary permits.

Problems with securing land, terminated land lease agreements, land lease agreements that cannot be prolonged, appeals while securing permits, priority rights on relevant land or any similar developments all constitute risk factors that have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to risks associated with suspensions and interruptions in the electricity production which may not be covered by the Group's insurance

Suspensions and interruptions in the electricity production may occur as a result of a breakdown, overload, manufacturing defect or other externally inflicted damage on individual wind turbines, electrical plants or electrical grids, and can as such have a negative effect on Arise's ability to fulfil its obligations towards its customers. Furthermore, Arise's insurance policies may, due to limitations therein, not be sufficient to cover possible losses resulting from a major interruption in the electricity production, for the repair and replacement of damaged sites or the consequences of an action brought by a third party. If Arise was to incur a serious uninsured loss or if a loss significantly exceeds the limits of its insurance policies, the resulting costs will have a material adverse effect on Arise's business operations, earnings and financial position.

Arise's costs for service and maintenance of wind turbines may significantly differ from estimated costs

Over the course of the utilization period for a wind turbine, service and maintenance costs will be incurred. At the end of the utilization period, Arise is obligated to decommission the relevant wind turbines. Due to unforeseen circumstances, the costs for service and maintenance may differ from the cost estimates on which the investment has been based on, and actual decommissioning costs could exceed those set aside or budgeted, entailing a material adverse effect on Arise's business operations, earnings and financial position.

Arise is dependent on its management and other key individuals

Arise's future performance is affected by the knowledge, experience and commitment of its management and other key individuals. However, there is no guarantee that Arise will be able to retain such key individuals or that Arise will be able to recruit new, qualified staff. Loss of key individuals or failure to recruit new key individuals with sufficient knowledge and experience could have a material adverse effect on Arise's business operations, earnings and financial position.

Arise might be unable to successfully handle future organizational and operational growth

Arise's strategy is to continue to expand and improve its business operations. Future results of operations are dependent on both human resources and technological management systems. Increasing complexity of the operations and the following increased responsibilities on management will entail a strain on Arise's management and operational resources. There is a risk that the effectiveness of human resources and technological management systems over time will not grow at the same pace as the Group's operational requirements, which would in turn have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to risks related to currency fluctuations

Arise's reporting currency is Swedish kronor. Arise is therefore exposed to currency fluctuations in transactions which are denominated in other currencies than Swedish kronor, particularly Euro. Currency risk exposure arises mainly in connection with the sale of electricity on the Nord Pool power exchange from the time of concluding a financial contract to settlement (transaction exposure) or via bank, the purchase of wind tur-

bines and the translation of balance sheet items in foreign currencies from the time of concluding a contract to settlement (translation exposure). Currency fluctuations in connection with translation exposure may lead to increased financial costs for Arise. The same applies to translation exposure which occurs when Arise invests in an associated company which has Euro as its accounting currency, for which translation exposure is not hedged. Disadvantageous future currency fluctuations, transaction exposure and translation exposure have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to market interest rate risks

From time to time, Arise uses external financing to finance its operations. As a result of such financing, Arise is exposed to fluctuations in market interest rates, which is *inter alia* affected by the development of interest rates with different maturities. Increased market interest rates, or a low correlation between the hedged price and the underlying exposure, lead to increased interest costs for Arise, which have a material adverse effect on Arise's business operations, earnings and financial position.

Arise faces risks if its commercial partners fail to fulfil its contractual obligations

Arise's commercial partners, such as suppliers and customers, failure to fulfil their contractual obligations (e.g. due to bankruptcy or financial difficulties) will have an adverse impact on Arise's ability to generate revenue. Any such developments could have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is dependent on external financing for its business operations and may require external financing in the future

Arise is dependent on its ability to obtain external financing at acceptable market terms in order to fund its current and future operations, including to refinance credit facilities or other financing arrangements from time to time.

The possibility for Arise to obtain external financing at acceptable markets terms is dependent on several factors, such as Arise's credit rating and the general availability of favorable financing in the capital market at the relevant time. As such, there is a risk that Arise is unable to obtain external financing at acceptable market terms when needed, as a result of a deficiency in the capital market or for any other reason. If Arise is able to obtain financing in the future, there is also a risk that Arise due to insufficient profitability, for example related to low prices of electricity and electricity certificates, deficiencies in individual wind farm projects, or the inability to successfully develop and divest wind farm projects, is unable to fulfil any financial obligations under such financing agreements.

Failure to refinance credit facilities, to obtain financing if and when needed, or on unfavorable terms, to fulfil any financial obligations or any similar developments are all risk factors that have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to risks associated to a non-controlling interest in joint ventures and associated companies

Arise conducts some of its operations through Sirocco Wind Holding AB, a joint venture in which Arise does not have a controlling interest. As a result, Arise does not have an independent influence over the company's business or its cash flow. There is thus a risk that the partners owning the joint venture may disagree on important matters, including the funding of the company. A disagreement or deadlock regarding the company, or a breach of one of the material provisions of the cooperation arrangements by one of the co-owners, could have a material adverse effect on Arise's business operations, earnings and financial position.

Furthermore, the joint venture of Sirocco Wind Holding AB entails a right for each co-owner to purchase the other party's share by an offer to match an external offer. An inability by Arise to match such external offers, could have a material adverse effect on Arise's business operations, earnings and financial position.

Arise is exposed to various tax-related risks

The tax considerations made by Arise are based on interpretations of the current tax laws, tax treaties and other tax regulations and the requirements of the relevant tax authorities. Tax audits and reviews may result in the Group having additional tax imposed or deductions denied, for example due to financings or intra group transactions.

In the event that the Group's interpretation of tax laws, treaties and other tax regulations or their applicability is incorrect, if one or more governmental authorities successfully make negative tax adjustment with regard to the Group, or if the applicable tax laws, tax treaties, regulations or governmental interpretations thereof or administrative practice in relation thereto change, including with retroactive effect, the Group's past or current tax positions may be reassessed. In the event of tax authorities succeeding with such claims, an increased tax cost could result, including tax charges and interest costs which will have a material adverse effect on the Group's business operations, earnings and financial position.

Laws, treaties and other regulations on taxation have historically been subject to frequent changes and future changes could have a significant impact on the Group's tax burden, as well as a material adverse effect on the Arise's business operations, earnings and financial position.

RISKS RELATED TO THE NOTES AND THE SECURITY

Any negative development to Arise's financial position could increase the credit risk associated with the Notes

If Arise's financial position deteriorates it is likely that the credit risk associated with the Notes will increase, given that there would be an increased risk that Arise cannot fulfil its obligations under the Terms and Conditions. Arise's financial position is affected by numerous risk factors, some of which have been outlined above. An increased credit risk could result in the market pricing the Notes with a higher risk premium, which adversely affects the value of the Notes. Another aspect of the credit risk is that a deteriorated financial position results in a lower credit worthiness, which adversely affects Arise's ability to refinance the Notes and other existing debt, thereby also negatively impacting Arise's business operations, earnings and financial position.

The value of the Notes can be negatively affected by changes in market interest rates

The value of the Notes is dependent on several factors, one of the most significant over time being the level of market interest rates given that the Notes carry a floating rate interest of 3 months STIBOR plus a margin. Investments in the Notes involve a risk that the market value of the Notes could be adversely affected by changes in market interest rates. The market interest rates are to a high degree affected by the international financial development and are outside Arise's control.

The market price for the Notes may be volatile

The market price for Notes could be subject to strong fluctuations as a response to prevailing market conditions. Such conditions might be a result of prevailing interest rates or expected changes in monetary policy. Furthermore, the market price for Notes is affected by Arise's actual or expected operations or financial position as well as other factors. Prevailing market conditions and Arises financial position or operations might thus adversely affect the value of the Notes.

Refinancing risk

Arise may eventually be required to refinance certain or all of its outstanding debt, including the Notes. The ability to successfully refinance its debt is dependent on the conditions of the debt capital markets and its financial condition at such time. Arise's access to financing sources may not be available on favorable terms, or

at all. Arise's inability to refinance its debt obligations on favorable terms, or at all, will have a negative impact on Arise's business, financial condition and earnings results and on the Noteholder's recovery under the Notes.

Risk relating to the Pari Loan

Arise has in connection with the issue of Notes entered into a SEK 100,000,000 term loan agreement with DNB Sweden AB which will, subject to the Terms and Conditions and the Intercreditor Agreement, rank *pari passu* with the Notes (the "**Pari Loan**"). The Pari Loan will be amortizing and have a final repayment date falling 3 months ahead of the final maturity date of the Notes. Furthermore, upon a Permitted Partial Divestment (as defined in the Terms and Conditions) the Pari Loan will be repaid in full prior to any proceeds from such Permitted Partial Divestment being applied towards redemption of any Notes. Consequently, the Pari Loan will be repaid in full prior to the final maturity of the Notes and there is a risk that the Noteholders will not receive any amounts following a Permitted Partial Divestment.

Risk relating to Transaction Security

Although the obligations under the Notes and certain other obligations of the Group to the Noteholders and certain other creditors will be secured by share pledges over all Restricted Companies (the "**Transaction Security**"), the proceeds of any sale of the Transaction Security following enforcement may not be sufficient to satisfy all, or even any amounts owed at the time to the Noteholders.

The relationship and ranking between the Noteholders, the Pari Loan provider and the Agent will be governed by an intercreditor agreement entered into by, *inter alios*, Arise, the Agent and the agent under the Pari Loan (the "**Intercreditor Agreement**"). Any enforcement of Transaction Security will be taken by the Agent in accordance with the terms of the Intercreditor Agreement and the proceeds of enforcement from Transaction Security or otherwise will be applied in accordance with the Intercreditor Agreement.

The Noteholders and the other Secured Parties will be represented by the Agent as security agent in all matters relating to the Transaction Security. There is a risk that the Agent (or the security provider), or anyone appointed by it, does not properly fulfil its obligations in terms of perfecting, maintaining, enforcing or taking other necessary actions in relation to the Transaction Security. Such failure may result in the invalidity of the relevant Transaction Security or adversely affect the priority of such security interest. Furthermore, the Transaction Security is subject to certain hardening periods during which time the Noteholders do not fully, or at all, benefit from the Transaction Security.

Subject to the Terms and Conditions and the Intercreditor Agreement, the Agent is entitled to enter into agreements with members of the Group or third parties or to take any other action necessary for the purpose of maintaining, releasing or enforcing the Transaction Security or for the purpose of settling, among other things, the Noteholder's rights to security, given that the Agent deems the action not to be detrimental to the interests of the Noteholders. There is a risk that action will be taken that may be considered to be detrimental in the view of some or all of the Noteholders. Further, the Group is permitted to make certain non-distressed disposals, in the event of which the Agent will release Security which may impair the Secured Parties' security interests.

Risk relating to enforcement of Transaction Security

The Noteholders will not receive proceeds from the enforcement of the Transaction Security until the obligations of other Secured Parties secured on a more senior basis have been repaid in full, such as the Group's obligations towards the Agent. As a result, the Noteholders may not recover any or full value in the case of an enforcement sale of the Transaction Security. If Arise becomes wound-up, reorganized or bankrupt, an investor in the Notes may lose all or part of its investment.

Furthermore, if any Restricted Company whose shares are pledged in favor of the Secured Parties is subject to foreclosure, dissolution, winding-up, liquidation, recapitalization, administrative proceedings or other bankruptcy or insolvency proceedings the shares that are pledged may be of limited value since all of its obligations first must be satisfied, potentially leaving few or no remaining assets in the Group Company. As a result, the Secured Parties may not be able to recover the full value (or any value in the case of an enforcement sale) of such pledged shares. Moreover, the value of the Transaction Security may decline over time. If the proceeds of an enforcement sale are not sufficient to repay all amounts due on or in respect of the Notes, the Noteholders will only have an unsecured claim against the remaining assets (if any) in Arise and the Guarantors for the amounts which remain outstanding on or in respect of the Notes. In relation to unsecured claims, under bankruptcy law, certain debts and claims must be paid in priority to other debts and claims (for example, costs and expenses of a liquidator and certain payments to employees). Any enforcement proceedings and the release of security will be subject to the provisions of the Intercreditor Agreement.

If the Agent wishes to enforce any Transaction Security, it must first consult with all Secured Parties (in the event there is no agreement on the proposed enforcement action) for a certain period set out in the Intercreditor Agreement after which the Agent may take such action. There is a risk that other Secured Parties delay enforcement which the Noteholders believe is necessary. Furthermore, the Agent may act in a manner that a Noteholder believes is to its detriment. In some situations (e.g. where another Secured Party has requested enforcement action to be taken but the Noteholders have not provided any enforcement instruction to the Agent within a certain period set out in the Intercreditor Agreement after the end of the consultation period, or where enforcement action requested by the Noteholders has not resulted in any enforcement proceeds being made available to the Agent), the other Secured Parties may give enforcement instructions to the Agent.

Risk in relation to prioritized claims of other creditors in case of shortfall following enforcement of Transaction Security

If the proceeds of any sale of the Transaction Security following enforcement would not be sufficient to satisfy all amounts owed at the time to the Noteholders, the Noteholders would have an unprioritized claim against Arise. Pursuant to the terms of the Intercreditor Agreement, such claim of the Noteholders will rank behind the claim of all creditors who has acceded to the Intercreditor Agreement as an Unrestricted Creditor (as defined in the Intercreditor Agreement) (which as of the Issue Date being the lender under a SEK 75,000,000 term loan agreement) and there is therefore a risk that the assets of Arise would not be sufficient to satisfy the amounts owed at the time to the Noteholders.

Bankruptcy, structural subordination and similar events and risk of priority

The Terms and Conditions include a so called “negative pledge” undertaking, meaning that there is a general restriction on Arise and Restricted Group’s ability to provide, prolong or renew any security over any Restricted Company or any of its assets. However, Arise may under grant security over assets not forming party of the Restricted Group for the benefit of other lenders to Arise or the Group. Such security would not secure the Notes.

Subject to the terms of the Intercreditor Agreement, the Notes constitute direct, unconditional, subordinated and secured obligations of Arise and shall at all times rank *pari passu* and without any preference among them and *pari passu* with all direct, unconditional, subordinated and secured obligations of Arise, except those obligations which are mandatorily preferred by law.

This means that a Noteholder will normally receive payment after any prioritized creditors’ receipt of payment in full in the event of Arise’s liquidation, company reorganization or bankruptcy. Every investor should be aware that by investing in the Notes, it risks losing the entire, or parts of, its investment in the event of Arise’s liquidation, bankruptcy or company reorganization.

The Notes will constitute structurally subordinated liabilities of Arise's subsidiaries, meaning that creditors of claims against a subsidiary will be entitled to payment out of the assets of such subsidiary before Arise. The subsidiaries are legally separate entities and distinct from Arise, and have no obligation to settle or fulfil Arise's obligations, other than to the extent that follows from security agreements to which the subsidiaries are parties. In event of insolvency of a subsidiary, there is a risk that Arise and its assets are affected by actions of the creditors of a subsidiary. The insolvency of the subsidiaries may affect the financial position of Arise negatively, and have effects for Arise's ability to make payments under the Notes.

The Noteholders (and the other Secured Parties) benefit from guarantees provided by certain subsidiaries. In the event of insolvency, liquidation or a similar event relating to one of the Guarantors, all other creditors of such Subsidiary would be entitled to be paid out of the assets of such subsidiary with the same priority as the Secured Parties, to the extent that the guarantees are valid.

Upon the occurrence of an insolvency event in respect of a subsidiary which is not a Guarantor, an entity within the Group (i.e. the shareholder of the relevant Subsidiary and, directly or indirectly, Arise), or the Secured Parties with Transaction Security consisting of the shares in such Subsidiary, would not be entitled to any payments until the other creditors have received payment in full for their claims. The Notes are, in the latter case, structurally subordinated to the liabilities of such Subsidiaries.

Security over assets granted to third parties

Subject to certain limitations from time to time, the Group may incur additional Financial Indebtedness and enter into hedging arrangements, and provide additional Security for such purposes. If Security is granted in favor of a third party debt provider who has not acceded the Intercreditor Agreement, the Noteholders will, in the event of bankruptcy, re-organization or winding-up of Arise or a guarantor, be subordinated in right of payment out of the assets being subject to Security provided to such third party. In addition, if any such third party debt provider holding security provided by the Group were to enforce such security due to a default by any Group Company under the relevant finance documents, such enforcement could trigger cross default provisions and could have a material adverse effect on the Group's assets, operations and, ultimately, the financial position of the Noteholders.

Corporate benefit limitations in providing security and guarantees in favor of third parties

When a Swedish limited liability company guarantees, or provides security for, another party's obligations or subordinates any of its rights to the benefit of a third party without deriving sufficient corporate benefit therefrom, the guarantee, security or subordination will only be granted if the consent of all shareholders of the grantor has been obtained and to the extent the amount the company granting the security, providing the guarantee or undertaking to subordinate any rights could have distributed a dividend to its shareholders at the time the guarantee, security or subordination was provided. To the extent that a company does not obtain corporate benefit from the provided guarantee or security or subordination undertaking, such guarantee, security or subordination will be limited in value as stated above. Consequently, the security or guarantee granted or subordination undertaken by a Subsidiary of Arise could be limited in accordance with the aforesaid, which could have an adverse effect on the Noteholders' security position.

Notes as financial instruments are generally associated with numerous investment risks and may not be a suitable investment for all investors

Notes might not be a suitable investment for all investors based on the risk factors associated with Notes described herein. Every investor should therefore have sufficient knowledge of Notes in order to make a meaningful assessment of the merits and risks involved in investing in the Notes, especially in respect to possible future scenarios involving Arise or with reference to possible future market conditions. A potential investor should furthermore have sufficient financial resources to bear the risks of an investment in the Notes and thoroughly understand the Terms and Conditions. If an investor fails to meet any of the conditions enumer-

ated above, or it is otherwise not possible to determine whether the Notes are a suitable investment for the investor, there is a risk that the investor will not be able to bear losses in respect of the Notes, that the investor will not have the necessary knowledge and experience to invest in the Notes, and/or the notes will not be compatible with the investment objectives of the investors.

Noteholders' meetings may resolve on matters concerning all noteholders, including those having not participated or having voted differently

The Terms and Conditions include certain provisions regarding a Noteholders' meeting (a "**Noteholder**" being a person who is registered on a securities account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Note), which may be held in order to resolve on matters relating to the Noteholders' interests. Such provisions allow for designated majorities to bind all Noteholders, including Noteholders who have not participated in or voted at the actual meeting or who have voted differently than the majority, to decisions that have been taken at a duly convened and conducted Noteholders' meeting. Consequently, there is a risk that a Noteholder is bound by resolutions which negatively affect the value of the Notes even if the certain Noteholder did not vote in favor of such resolutions or did not participate in the meeting of Noteholders.

Noteholders' representation is associated with certain risks

Pursuant to the Terms and Conditions, the Agent represents all Noteholders in all matters relating to the Notes. Thus, a Noteholder is not entitled to bring any actions against Arise relating to the Notes, unless such actions are supported by the required majority pursuant to the Terms and Conditions. However, this does not rule out the possibility that the Noteholders, in certain situations, could bring their own action against Arise, which may affect an acceleration of the Notes or other actions against Arise negatively. To enable the Agent to represent the Noteholders in court, the Noteholders may have to submit a written power of attorney for legal proceedings. The failure of all Noteholders to submit such a power of attorney could negatively impact the enforcement of the Notes. Under the Terms and Conditions the Agent has the right in some cases to make decisions and take measures that bind all Noteholders. Consequently, the actions of the Agent in such matters could impact a Noteholder's rights under the Terms and Conditions in a manner that would be undesirable for some Noteholders.

Failure by the Agent to perform its duties and obligations properly or at all may adversely affect the enforcement of the rights of the Noteholders due to, for example, inability to receive any or all amounts payable from the Transaction Security in a timely and efficient manner.

The Notes may not be admitted to trading, or if admitted, an active trading may not develop

Arise cannot assure that a liquid trading of the Notes will occur and be maintained. Arise will apply for listing of the Notes at Nasdaq Stockholm, or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market after the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) approves this Prospectus for this purpose. However, there is a risk that the Notes will not be approved for trading. If Arise fails to procure listing in time, investors holding Notes on an investment savings account (Sw. *ISK* or *IS-konto*) will no longer be able to hold the Notes on such account, thus affecting such investor's tax situation. Even if the Notes are admitted to trading on the regulated market, there is a risk that demand for and trading in the Notes will not develop or, if developed, is not sustained. This may result in a Noteholder being unable to re-sell its Note(s) and liquidate its investment. This means that a Noteholder may be exposed to the risks related to the Group until the Notes reach the maturity date.

In addition, following a listing of the Notes, the liquidity and trading price of the Notes could be subject to significant fluctuations in response to actual or anticipated variations of Arise's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which Arise oper-

ates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Notes, the level of market interest rates (in particular STIBOR), as well as other factors. Moreover, the global financial markets have experienced significant price and volume fluctuations in recent years, which, if repeated in the future, could adversely affect the market price of the Notes without regard to Arise's operating results, financial condition or prospects.

This may entail that a Noteholder cannot sell its Notes at the desired time or at a yield which is comparable to similar investments that have an existing and functioning secondary market. A lack of liquidity in the market may have a negative impact on the market value of the Notes. Furthermore, the nominal value of the Notes may not be indicative compared to the market price of the Notes if the Notes are admitted for trading on a Regulated Market. An investment in the Notes should only be made by a Noteholder that is capable of bearing the risks associated with a lack of liquidity of the Notes and that is prepared to hold the Note until its maturity.

The Notes are and will be affiliated with Euroclear Sweden for settlement and clearing

The Notes are affiliated to and will continue to be affiliated to Euroclear Sweden AB ("**Euroclear**") account-based system. No physical Notes have been or will be issued. Clearing and settlement relating to the Notes, as well as payment of interest and redemption of principal amounts of the Notes, will be performed by Euroclear and Noteholders are therefore dependent on the functionality of Euroclear's account-based system. If, due to any obstacle for Euroclear, Arise cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Consequently, there is a risk that Noteholders receive payment under the Notes later than expected.

Arise's call option

Pursuant to the Terms and Conditions, Arise has a right to redeem the Notes prior to the final redemption date. If the Notes are redeemed before the final redemption date, the Noteholders have a right, in most cases, to receive an early redemption amount which exceeds the nominal amount in accordance with the Terms and Conditions. The right for Arise to redeem the Notes prior to the maturity date could affect the market value of the Notes. During a period when Arise is entitled to voluntarily redeem the Notes, the market value of the Notes will most likely not be significantly higher than the redemption price set out in the Terms and Conditions.

Arise could exercise its right to early redemption of the Notes when the market value of the Notes is higher than the relevant redemption price, which could affect the investor's possibilities to re-invest the repaid amount on the same terms as the terms of the redeemed Notes. The investor should thus contemplate the risks involved in a voluntary early redemption or for that matter, the absence of an expected voluntary redemption, in light of alternative investment options available.

Noteholder's put options

According to the Terms and Conditions, the Noteholders have the right to request prepayment of their Notes if the Notes have not become listed on a Regulated Market within 120 days from the date the Notes were issued (*Listing Failure*) or upon the occurrence of an event or series of events (i) whereby any person, acquires control over Arise and where "control" means controlling, directly or indirectly, more than 50 per cent of the voting shares of Arise, or the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors, or (ii) all or part of the shares in Arise cease to be listed on a regulated market (*Change of Control Event*). If a Noteholder wishes to exercise its put option following the occurrence of such an event as described above, there is a risk that Arise will be exposed to an increased liquidity risk, *i.e.* the risk that Arise cannot fulfil its financial obligations due to a shortage of available cash or cash equivalent assets and that such financial obligations can only be fulfilled at a high financing cost or, in a worst case scenario, not at all. Such a lack of funds could adversely affect Arise by, for example, causing insolvency or an

event of default under the Terms and Conditions, and thus adversely affect all Noteholders and not only those who choose to exercise the put option.

Arise is dependent on upstream funding to fulfil its obligations under the Notes

Arise holds no significant assets other than the shares in its direct and indirect subsidiaries and associated companies, and as such Arise is reliant on the ability of other entities within the Group and associated companies to advance loans or make dividend distributions to Arise so as to enable it to make payments under the Notes. The subsidiaries and associated companies are legally distinct from Arise and have no obligation to make payments to Arise of any profits generated from their business. The ability of Arise's subsidiaries and associated companies to make payments to Arise is subject to, among other things, the availability of funds (which in turn will depend on the future performance of the subsidiary or associated company concerned and therefore to a certain extent on general economic, financial, competitive, legislative, regulatory and other factors that may be beyond its control), corporate law (e.g. limitations on value transfers), local law and the terms of each subsidiary's or associated company's financing arrangements. If such subsidiaries or associated companies are incapable of distributing sufficient dividends to Arise, this could adversely affect Arise's ability to fulfil its obligations under the Terms and Conditions.

There is a risk for conflicts of interests for the Sole Manager

The Sole Manager has engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for Arise in the ordinary course of business. In particular, it should be noted that the Sole Manager is the lender under the Pari Loan and that it may be a lender under other credit facilities with a member of the Group as borrower. Therefore, conflicts of interest may exist or may arise as a result of the Sole Manager having previously engaged, or will in the future engagements, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Changes in applicable legislation may affect Arise's ability to make payments under the Notes

This material, the Terms and Conditions and the Finance Documents (as defined in the Terms and Conditions) are subject to Swedish applicable at their respective date of issuance. There is a risk that any future change in legislation or administrative practice could adversely affect the ability of Arise to make payments under the Notes. Such changes could further mean that the secondary market for Notes becomes limited or will be treated differently with regard to taxation, which in turn might adversely affect the value of the Notes.

DESCRIPTION OF THE NOTES AND THE USE OF PROCEEDS

Reference values

Notes issued under this Prospectus have STIBOR as an interest rate basis. STIBOR constitutes a benchmark according to regulation (EU) 2016/1011 (the “**Benchmark Regulation**”). None of the administrators of STIBOR are, as of the date of this Prospectus, part of the register held by the European Securities and Markets Authority in accordance with Article 36 of the Benchmark Regulation.

Certain Terms and Conditions of the Notes

The following is a summary description of the terms and conditions of the Notes and is qualified in its entirety by the full Terms and Conditions included in the section “**Terms and Conditions**”. For the avoidance of doubt, terms capitalized in this section have the same meaning as prescribed to them in the Terms and Conditions.

The Notes

The Notes are denominated in Swedish kronor (SEK). Initial nominal amount of each Note is SEK 2,000,000 (the “**Nominal Amount**”). The total nominal amount of the Notes is the total aggregate Nominal Amount of the Notes outstanding at the relevant time, on the Issue Date being SEK 650,000,000. All Notes were issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount. The number of Notes issued amounts to a maximum of 325 Notes.

ISIN and Trading code

The Notes have been allocated the ISIN SE0010920900. The Notes will also be allocated a trading code upon admission to trading. Such trading code has not been allocated at the date of this Prospectus.

Form of the Notes

The Notes are registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes are registered in accordance with the Swedish Financial Instruments Accounts Act (*lagen (1998:1479) om kontoföring av finansiella instrument*). Registration requests relating to the Notes shall be directed to a bank or other party duly authorised as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of the Notes.

The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

Status of the Notes

The Notes constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) subject to the terms of the Intercreditor Agreement, behind the Unrestricted Debt (as defined in the Intercreditor Agreement), and (ii) *pari passu* and without any

preference among them and at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory law and except as otherwise provided in the Finance Documents.

Issue Date and Redemption

The Notes were issued on 16 March 2018. Unless previously redeemed or purchased and cancelled in accordance with the Terms and Conditions, the Issuer shall redeem all, but not only some, of the outstanding Notes on 16 March 2021 with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest (the “**Final Maturity Date**”).

Voluntary Total Redemption (call option)

The Issuer may redeem all, but not some only, of the outstanding Notes in full:

- (i) at any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-seven (27) months after the Issue Date at an amount per Note equal to 100 per cent. of the Nominal Amount plus 50 per cent. of the Interest Rate (calculated on the Nominal Amount for one year), together with accrued but unpaid Interest;
- (ii) at any time from and including the first Business Day falling twenty-seven (27) months after the Issue Date to, but excluding, the first Business Day falling thirty (30) months after the Issue Date at an amount per Note equal to 100 per cent. of the Nominal Amount plus 25 per cent. of the Interest Rate (calculated on the Nominal Amount for one year), together with accrued but unpaid Interest; and
- (iii) at any time from and including the first Business Day falling six (6) months prior to the Final Maturity Date to, but excluding, the Final Maturity Date, at an amount equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest.

Redemption shall be made by the Issuer giving not less than fifteen (15) Business Days’ notice and not more than thirty (30) Business Days’ notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be regis-

tered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

**Mandatory Partial Redemption
(put option)**

At any time after the Pari Loan has been repaid in full, the Agent and the Issuer shall ensure that any Prepayment Amount is used to partially redeem the Notes by applying the Prepayment Amount towards reduction of the Nominal Amount of each Note *pro rata* at a price equal to:

- (i) for any redemption made prior to the First Call Date, the redemption amount specified under the Terms and Conditions; and
- (ii) for any redemption made on or after the First Call Date, the redemption amount specified in the Terms and Conditions, as applicable, considering when the Permitted Partial Divestment is made.

Partial redemption shall be made by the Issuer giving not less than fifteen (15) and not more than thirty (30) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable. The Issuer is bound to redeem the Notes in part at the applicable amount on the specified Redemption Date.

**Early Redemption Due to Illegality
(call option)**

The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note 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.

The Issuer may give notice of redemption 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 Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

Mandatory Repurchase due to a Change of Control Event or a Listing Failure Event (put option)

Upon the occurrence of a Change of Control Event or Listing Failure Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event or Listing Failure Event pursuant to the Terms and Conditions (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest. With regard to the Change of Control Event, such period may not start earlier than upon the occurrence of the Change of Control Event.

The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in the Terms and Conditions, the Issuer may comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Terms and Conditions by virtue of the conflict.

The Issuer shall not be required to repurchase any Notes pursuant to the Terms and Conditions, if a third party in connection with the occurrence of a Change of Control Event or a Listing Failure Event offers to purchase the Notes in the manner and on the terms set out in the Terms and Conditions (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If Notes tendered are not purchased within the time limits stipulated in the Terms and Conditions, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.

Purchase of Notes by the Issuer or Restricted Companies

The Issuer and any Restricted Company may, subject to applicable law, at any time and at any price purchase Notes on the market or in any other way. Notes held by the Issuer or a Restricted Company may at the Issuer's or such Restricted Company's discretion be retained or sold.

Payments in Respect of the Notes

Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes requested by a Noteholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.

The Issuer is not liable to gross-up any payments under the

Payment of Interest under the Notes

Finance Documents by virtue of any withholding tax, public levy or the similar.

Each Note carries Interest at STIBOR plus 4.50 per cent. (the “**Interest Rate**”) applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.

Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made quarterly in arrears to the Noteholders on each Interest Payment Date for the preceding Interest Period. Interest Payment Dates are 16 March, 16 June, 16 September and 16 December of each year, with the first Interest Payment Date on 16 June 2018. Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

Acceleration of the Notes

Subject to the Intercreditor Agreement, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to the Terms and Conditions, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;

- (b) any of the financial undertakings set out in the Terms and Conditions (Financial Undertakings) is not complied with;
- (c) the Issuer or any Restricted Company does not comply with any terms of or acts in violation of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) or (b) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within thirty (30) Business Days of the earlier of the Agent giving notice and the Issuer or the relevant Restricted Company becoming aware of the non-compliance;
- (d) it becomes impossible or unlawful for the Issuer or any Restricted Company to fulfil or perform any of the provisions of the Finance Documents or the Security created or expressed to be created thereby is varied (other than in accordance with the provisions of the Finance Documents) or ceases to be effective and such invalidity, ineffectiveness or variation has a detrimental effect (directly or indirectly) on the interests of the Noteholders.
- (e) any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within thirty (30) calendar days of commencement or, if earlier, the date on which it is advertised) in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (företagsrekonstruktion) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or any Restricted Company;
 - (ii) the appointment of a liquidator, administrator or other similar officer in respect of the Issuer or any Restricted Company or any of its assets; or
 - (iii) any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or any Restricted Company;

- (f) the Issuer or any Restricted Company is, or is deemed for the purposes of any applicable law to be, Insolvent.
- (g) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Issuer or any Restricted Company having an aggregate value exceeding SEK 15,000,000 and is not discharged within thirty (30) days;
- (h) any Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (h) if the aggregate amount of Financial Indebtedness referred to herein is less than SEK 25,000,000;
- (i) an environmental permit or any other authorisation relevant for any Restricted Company is limited (to the extent that the limitation has a material negative impact on the interests of the Noteholders), revoked or terminated in part or in full; or
- (j) the Issuer or any Restricted Company suspends or ceases (or threatens to suspend or cease) to carry on all or substantially all of its business (except if due to a Permitted Partial Divestment).

For further details on the provisions regarding acceleration and prepayment of the Notes, see the Terms and Conditions.

Undertakings

The Issuer makes certain undertakings in the Terms and Conditions. These include undertakings and limitations relating to:

- Distributions and other transactions;
- Dividends by the Issuer;
- Change of business;
- Financial Indebtedness;
- Dealings with related parties;
- Disposal of assets;
- Negative pledge;
- Pari passu ranking;
- Mergers and demergers;
- Insurance;

- Maintenance, operations, management of assets;
- Compliance with laws;
- Treasury Transactions;
- Admission of trading of Notes;
- The Agency Agreement;
- CSD; and
- Financial undertakings

The undertakings are subject to qualifications, see Sections 13 and 14 of the Terms and Conditions.

Financial Undertakings

The Issuer shall on the last date of each Relevant Period ensure that the Restricted Group Interest Cover Ratio is not less than 1.75:1 and the Restricted Group Debt to Assets Ratio is not greater than 70 per cent.

The Issuer Incurrence Test is met if:

- (i) the Equity Ratio is not less than 0.50;
- (ii) any Dividends do not in aggregate during any financial year (including the Dividend in question) exceed 50 per cent. of the Group's consolidated net profit for the previous financial year calculated in accordance with the Accounting Principles; and
- (iii) the Group Interest Coverage Ratio is not less than 3.00:1.

The Restricted Group Incurrence Test is met if:

- (i) the ratio of EBITDA to Debt Service is not less than 1.10:1; and
- (ii) Restricted Group Debt to Assets Ratio is not greater than 68 per cent.

Admission to Trading

The Issuer shall use its best efforts to ensure that the Notes are listed on the Regulated Market of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, in each case within 30 calendar days after the Issue Date and ensure that the Notes, once admitted to trading on the corporate note list of Nasdaq Stockholm (or any other Regulated Market, as applicable), continue being listed thereon but no longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

It is estimated that the total costs in conjunction with the admission to trading till be no higher than SEK 100,000.

Noteholders decisions

A request by the Agent for a decision by the Noteholders on a

matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.

Only a person who is, or who has been provided with a power of attorney pursuant to the Terms and Conditions from a person who is, registered as a Noteholder (i) on the Record Date prior to the date of the Noteholders' Meeting, in respect of a Noteholders' Meeting, or (ii) on the Business Day specified in the communication pursuant to the Terms and Conditions, in respect of a Written Procedure, may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the definition of Adjusted Nominal Amount.

A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.

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

Prescription

The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed 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 Noteholders' right to receive payment has been prescribed and has become void.

Governing Law and Jurisdiction

The 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. The Issuer submits to the non-exclusive jurisdiction of the Swedish courts and the City Court of Stockholm (*Stockholms tingsrätt*) shall be the court of first instance.

Ratings

Neither the Issuer nor the Notes have a credit rating from an international credit rating institute.

Use of Proceeds

Upon fulfilment of the conditions for disbursement set out in the Terms and Conditions, the Issuer shall apply the Net Pro-

ceeds towards repayment of the principal and payment of accrued but unpaid interest under the Existing Notes.

The CSD

Euroclear Sweden AB, Reg. No. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden, is initially acting as the CSD and registrar in respect of the Notes.

The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register (*skuldbok*) kept by the CSD in respect of the Notes. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.

For the purpose of or in connection with any Noteholders' Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Notes.

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 kept by the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

Issuing Agent

DNB Bank ASA, filial Sverige, Reg. No. 516406-0161, Kungsgatan 18, 150 88 Stockholm, Sweden, is initially acting as Issuing Agent.

The Agent and the Agency Agreement

Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, P.O. Box 7329, 103 90 Stockholm, Sweden, is acting as Agent.

Pursuant to the Agency Agreement that was entered into on or before the Issue Date between the Issuer and the Agent, the Agent has undertaken to represent the Noteholders in accordance with the Terms and Conditions. The Issuer has undertaken to, among other things, pay certain fees to the Agent.

The Agency Agreement is governed by Swedish law.

GREEN BOND CLASSIFICATION

The Notes have been assigned a GB1 (excellent) Green Bond Assessment by Moody's Investors Service. Green bonds or notes are instruments where the proceeds will exclusively be applied towards financing or re-financing certain green projects that deliver environmental benefits, such as wind farms for the production of renewable energy. The principal methodology used in this analysis was Green Bonds Assessment (GBA) published by Moody's Investors Service on 30 March 2016 and is available on the webpage (www.moody.com).

The Green Bond Assessment is not a credit rating but an assessment by Moody's Investors Service of the relative likelihood that the bond proceeds will be invested to support environmentally beneficial projects. The assessment scale consists of the grades GB1 (excellent), GB2 (very good), GB3 (Good), GB4 (Fair) and GB5

(Poor). Moody's Investors Service weighs five broad factors in order to assess and assign a grade: Organization (15%), Use of Proceeds (40%), Disclosure on the Use of Proceeds (10%), Management of Proceeds (15%) and Ongoing Reporting and Disclosure (20%). GB1 grade is defined as "Green bond issuer has adopted an excellent approach to manage, administer, allocate proceeds to and report on environmental projects financed with proceeds derived from green bond offerings. Prospects for achieving stated environmental objectives are excellent".

BUSINESS DESCRIPTION

GENERAL CORPORATE AND GROUP INFORMATION

The Issuer's legal and commercial name is Arise AB (publ) and its Swedish Reg. No. is 556274-6726. The registered office of the board of directors is P.O. Box 808, SE-301 18 Halmstad, Sweden and the Issuer's seat is located in Halmstad, Sweden. The telephone number of the Issuer is +46 10-450 71 00. The Issuer was formed in Sweden on 7 March 1986 and registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on 18 March 1986. The Issuer is a Swedish public limited liability company (Sw. *publikt aktiebolag*) regulated by the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*).

Pursuant to the Issuer's Articles of Association, the object of the Issuer's business shall be to develop, own and manage power production facilities, trade in electricity, engage in energy development, and other business incidental thereto.

Share information

According to its Articles of Association, the Issuer's share capital shall be no less than SEK 1,120,000 and no more than SEK 4,480,000, with its number of shares being no less than 14,000,000 and no more than 56,000,000. As of the date of this Prospectus, the Issuer's registered share capital amounts to SEK 2,674,245.60 and the registered number of shares amounts to 33,428,070. Each share has a quotient value of SEK 0.08. The shares are denominated in SEK.

The Issuer's shares are listed on the regulated market of Nasdaq Stockholm since 24 March 2010 under the short code ARISE.

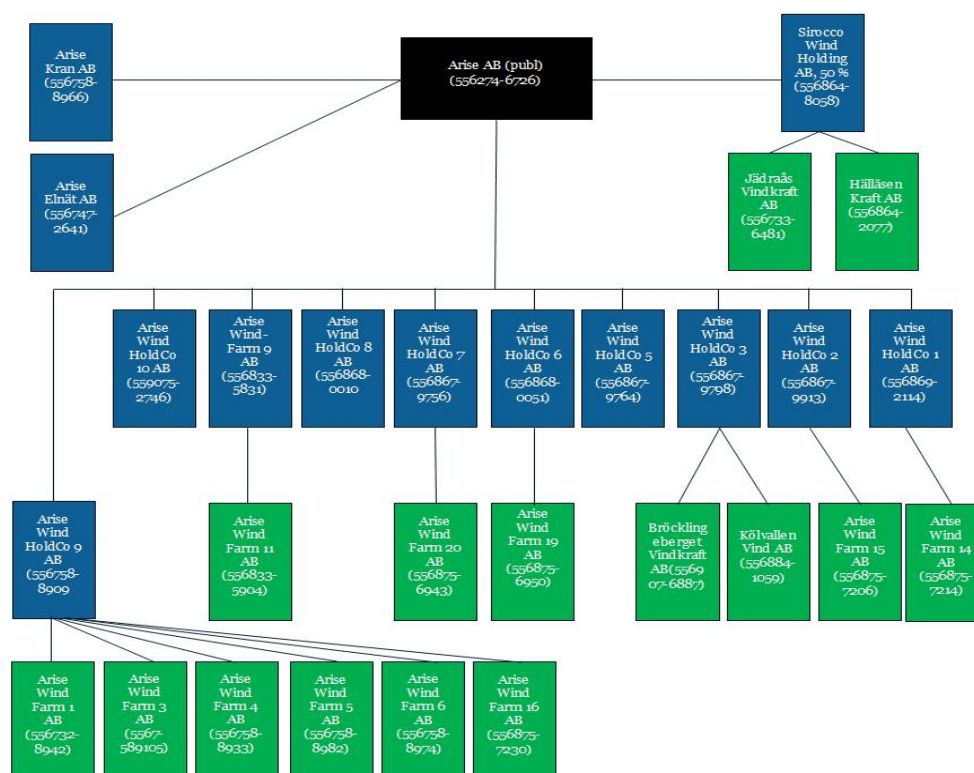
The ten largest shareholders as of 30 April 2018 The table below lists the ten largest shareholders as of 30 April 2018. As of 30 April 2018, Johan Claesson with companies was the largest shareholder.

Shareholder	Number of shares	Percentage of votes and share capital
Johan Claesson with companies	5,330,226	15.9 %
Briban Invest AB	5,273,917	15.8 %
AP3	3,335,346	10.0 %
Peter Gyllenhammar with companies	1,510,000	4.5 %
Ernström Finans AB	1,500,000	4.5 %
Svenska Handelsbanken for PB	1,359,000	4.1 %
Leif Jansson with companies	1,220,833	3.6 %
Catella Fondförvaltning	800,000	2.4 %
Olof Andersson Förvaltnings AB	650,000	1.9 %
Nordnet Pensionsförsäkring	608,322	1.8 %
Total of the ten largest shareholders	21,587,747	64.6 %
Other shareholders	11,840,323	35.4 %
Total	33,428,070	100 %

The shareholders' influence is exercised through active participation in the decisions made at general meetings of the Company. To ensure that the control over the Company is not abused, the Company complies with the Swedish Companies Act and the Swedish Code of Corporate Governance. In addition, the Company acts in accordance with the rules of procedure of the board of directors and instructions for the chief operating officer adopted by the board of directors.

Legal structure

Arise AB (publ) is the ultimate company of the Group. The Issuer's operations mainly consist of development and management of wind farms as well as directly and indirectly owning shares in operating subsidiaries, why it is also reliant on the subsidiaries' ability to in aggregate generate revenues and profits to be able to fulfil its payment obligations under the Notes. The Issuer's shareholding of directly and indirectly owned and co-owned subsidiaries as at the date of this Prospectus is outlined in the below table.



BUSINESS OF THE GROUP

Arise is one of Sweden's leading players in onshore wind power. It manages the entire value chain – from exploration and permitting, to financing, construction, sale and long-term management of its own and customers' wind farms. The business concept is to be the obvious partner to investors in wind power and to create added value throughout the life cycle. The aim is also to maximise the value of the Company's green electricity production through professional operation, management, sales and financing. Arise has divided its operations into three segments:

- Development and management which comprises project development, construction and sales of wind farms, and the management of our own and others' wind farms during both construction and operation.
- Own wind power operations. Production and sale of electricity and electricity certificates.
- Co-owned wind power operations. Production and sale of electricity and electricity certificates.

Since its start a decade ago, Arise has constructed, or currently has under construction, about 650 MW of on-shore wind power, of which 241 MW is still owned by the company. Arise's portfolio of managed wind farms amounts to a total of 770 MW. Of this, 241 MW is for Arise and 529 MW for external customers. This breaks down into 610 MW in Sweden and 160 MW in Norway.

In the current low-interest climate where institutional financial capital is seeking returns, Arise is well positioned to meet the demand with a strong project portfolio, experience and knowledge. To support its development business Arise has a project portfolio of around 800 MW distributed across different parts of Sweden. In addition, it has 150 MW under development in Scotland. Arise works systematically to expand its portfolio by including new projects of different sizes and maturity. Arise has also developed an efficient asset management model where it provides complete solutions for its customers, including responsibility for operation and maintenance, technical management, environmental reporting and administration.

The Company's wholly-owned wind farms (10 in total) are all located in southern Sweden. In addition, one co-owned park is located in central Sweden. The advantages of locating projects in the south include access to a robust grid, lower input costs, lower transport costs, higher average power price in price area 4, and fewer problems with snow and ice. Arise deals frequently on markets for electricity, electricity certificates and guarantees of origin in order to generate the highest possible value of the production.

In the past few years, Arise has developed and constructed a number of wind farms for investors and today it has customers such as BlackRock, various companies within the German insurance group Allianz, Fortum, Skellefteå Kraft, Whitehelm Capital and municipally- owned company KumBro Vind AB among others. In 2018, the Company plans to sell two projects while measures are being taken to further strengthen the project portfolio and the Company's position within the asset management services in the growing Nordic wind power market.

Summary of Arise's history and development

2018	<p>Refinancing of the outstanding green bond by issuing a new three year senior secured bond of SEK 650,000,000</p> <p>Option agreement with Dala Vind AB regarding the right to purchase the construction ready Enviksberget project, 35 MW</p>
2017	<p>Aquisition of Svartnäs project, 115 MW, from Bergvik Skog AB and the divestment of Svartnäs to Blackrock</p> <p>Write down av projects and wind farm amounting to approximately SEK 152,000,000 because of low prices on electricity and electricity certificates as well as discountinuation of two projects</p> <p>Kölvallen was denied environmental permit and a new permitting process was initiated</p> <p>Arise issues a convertible instrument amounting to SEK 245,000,000</p>
2016	<p>Divestment of project Solberg, 75 MW, to Fortum and the wind farm Bohult, 12,8 MW, to Allianz Global Investors</p> <p>The Company's first asset management agreement in Norway is entered into with BlackRock, 160 MW</p> <p>Continued work to reduce the Company's net debt</p>
2015	<p>Divestment of the projects Ryssbol, 12 MW, to KumBro Vind AB, Mombyåsen, 33 MW, to Allianz Capital Partners and the wind farm Skogaby, 7,2 MW to Allianz Global Investors</p> <p>Write down av projects and wind farm amounting to approximately SEK 190,000,000 because of low prices on electricity and electricity certificates</p> <p>Continued work to reduce the company's net debt</p>
2014	<p>Divestment of Brotorp Project, 46,2 MW, to BlackRock and the wind farm Stjärnarp, 5,4 MW, to KumBro Vind AB</p> <p>Refinancing of the Group's wind farm projects through the issue of a secured green bond of SEK 1,100,000,000</p> <p>As a response to prevailing and changed market conditions, the Company's goal is changed from expansion to returns</p> <p>The work begins to reduce the Company's net debt</p>
2013	<p>The projects Bohult, Skogaby and Stjärnarp amounting to approximately 25 MW are finance while the construction starts</p> <p>The then largest wind farm onshore in Northern Europe, Jädraås 203 MW, is put on grid by Arise together with Platina</p>
2012	<p>Project portfolio is bolstered through the aquisition of several wind farm projects</p> <p>The Company's business model is widened to encompass maintenance and partial divestment of projects</p>
2011	<p>Agreement is concluded for the construction and financing of Jädraås 203 MW</p>
2010	<p>Arise becomes listed on Nasdaq Stockholm</p>

	Financing and construction start for several projects amounting to approximately 80 MW
2009	Arise first wind farm, Oxhult 24 MW, becomes operational A new issue of shares of MSEK 328
2006- 2008	Arise starts developing wind farms projects Arise builds up its organization and the first wind farms are procured and financing secured

BOARD OF DIRECTORS, SENIOR EXECUTIVES AND AUDITORS

BOARD OF DIRECTORS

Pursuant to the articles of association of Arise, the board of directors shall consist of no less than three and no more than nine board members. The board of directors currently consists of four ordinary board members, including the chairman of the board of directors, with no deputy board members, all of whom were appointed by the annual general meeting held on 3 May 2018 for the period until the end of the annual general meeting to be held in 2019.

Name	Position	Member since
Joachim Gahm	Chairman	2007 ¹⁾
Maud Olofsson	Board member	2012
Jon G Brandsar	Board member	2014
Peter Gyllenhammar	Board member	2014

¹⁾ Joachim Gahm has been board member since 2007 and chairman since 2014.

Joachim Gahm (born 1964)

Position: Chairman of the board since 2014, board member since 2014.

Education: MBA, University of Stockholm (1990).

Other ongoing assignments/positions: Chairman of Sustainable Growth Capital SGC AB. Board member of S & A Sverige AB, Catella AB, Stiftelsen Josephinahemmet and Förvaltnings AB Hanneborg.

Maud Olofsson (born 1955)

Position: Board member since 2012.

Other ongoing assignments/positions: Chairman of Visita and VISITA Service Aktiebolag. Board member of Svenskt Näringsliv and its board of operations, Envac AB, ÅF AB, Mcquarie Advisory Board and ROMO Norr AB.

Jon G Brandsar (born 1954)

Position: Board member since 2014.

Education: Degree in electrical engineering GIH Gjövik (1977).

Other ongoing assignments/positions: Board member of Heritage Flight AS and member of Sintef's Council.

Peter Gyllenhammar (born 1953)

Position: Board member since 2014.

Other ongoing assignments/positions: Chairman of Galjaden Holding AB, Galjaden Invest AB, Teknikmagasinet Nordic Holding AB, Fastighets AB Nattskärran, Glasbtn 2 AB, Duroc Aktiebolag, Teknikintressenter i Norden AB and VB Value Research AB. Board member of Hanhammar Fastighets AB, International Fibres Group AB, Henomag Aktiebolag, Browallia AB, Galjaden Fastigheter AB, Peter Gyllenhammar AB, Bolby 106 AB, Gyllenhammar Holding AB, Trämaren AB, Brimaren AB, Högerom Fastighets AB, Silversläggan 8 AB, Björnkronan AB, Malmplinten AB, Katthammaren AB, Dahlänge Fastighets AB and Kämparp Fastighets AB.

Deputy board member of Järna Industrifastighets AB, Ullvi 611 AB, Preventer Resurs AB and Roxtorp 3 AB. Holder of the private company Hessle Gård Peter Gyllenhammar.

SENIOR EXECUTIVES

Name	Position	Employed in the Company since
Daniel Johansson	Chief Executive Officer	2016
Linus Hägg	Chief Financial Officer/Head of Investor Relations	2011
Leif Jansson	Head of Project Development	2006
Per-Erik Eriksson	Head of Operations	2012

Daniel Johansson (born 1970)

Position: Chief Executive Officer.

Employed since: 2016.

Education: BA International Economics (East European Studies) at Uppsala University (1995).

Other ongoing assignments/positions: Board member of Svensk Vindenergi Ekonomisk förening. Deputy board member of AREF II Wind Bohult AB and CapViva Wind Skogaby AB.

Leif Jansson (born 1954)

Position: Head of Project Development.

Employed since: 2006.

Education: MBA from Stockholm School of Economics (1978).

Other ongoing assignments/positions: Board member of L Energy Holding AB and LJ Energy Holding AB.

Linus Hägg (born 1976)

Position: Chief Financial Officer/Head of Investor Relations.

Employed since: 2011.

Education: M.Sc. in Finance from Växjö University (2001).

Other ongoing assignments/positions: Board member of AREF II Wind Bohult AB, CapViva Wind Skogaby AB and Sirocco Wind Holding AB.

Per-Erik Eriksson (born 1963)

Position: Head of Operations.

Employed since: 2012.

Education: Degree in Energy Technology from Mälardalen University (1988).

Other ongoing assignments/positions: Chairman of AREF II Wind Bohult AB and CapViva Wind Skogaby AB. Board member of Sirocco Wind Holding AB.

OTHER INFORMATION ABOUT THE BOARD OF DIRECTORS AND SENIOR EXECUTIVES

Business adress

All board members and senior executives can be reached via the Issuer's address: Kristian IV:s väg 3, SE-302 50 Halmstad, Sweden.

Conflicts of interest

No members of the board of directors or senior executives of the Issuer have any private interest that might conflict with the Issuer's interests. Several of the the members of the board of directors and senior executives have financial interests in the Issuer through direct and indirect shareholdings of the Issuer.

AUDITOR

Öhrlings PricewaterhouseCoopers AB, with address P.O. Box 4009, SE-203 11 Malmö, Sweden, is the Issuer's auditor since 2008 with Magnus Willfors as the auditor in charge since 2014 (Bror Frid was prior to that the auditor in charge since 2008). Magnus Willfors is an authorized public accountant and member of FAR, the institute for the accounting profession in Sweden.

LEGAL CONSIDERATIONS AND SUPPLEMENTARY INFORMATION

AUTHORISATION AND RESPONSIBILITY

The Issuer has obtained all necessary resolutions, authorisations and approvals required in conjunction with the Notes and the performance of its obligations relating thereto. The issuance of the Notes on 16 March 2018 was authorised by a resolution of the board of directors of the Issuer on 22 February 2018.

The Issuer accepts responsibility for the information contained in this Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. The board of directors of the Issuer, consisting of the persons listed on pages 33-34 of this Prospectus, is, to the extent provided by law, responsible for the information contained in this Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

MATERIAL AGREEMENTS

Arise or any other group company is not party to any material agreement outside the ordinary course of business which could result in such company having a right or an obligation that could materially affect Arise ability to meet its obligations towards the Noteholders.

LEGAL AND ARBITRATION PROCEEDINGS

On 19 June 2017, the Land and Environmental Court of Appeal rejected an application for an environmental permit entailing a right to erect and operate a maximum of 92 wind turbine generators within the framework of the Kølvalen project, which had a significant effect on the expected timing of the project. The Issuer is currently preparing for an application for a new environmental permit for the Kølvalen project.

Aside from the legal proceedings in the Kølvalen project, the Issuer and/or the Group has not, during the previous twelve months, been and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) 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. However, the Issuer is from time to time involved in legal proceedings in the ordinary course of business.

CERTAIN MATERIAL INTERESTS

The Sole Manager has engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for Arise in the ordinary course of business. In particular, it should be noted that the Sole Manager may be the lender under certain credit facilities with a member of the Group as borrower. Therefore, conflicts of interest may exist or may arise as a result of the Sole Manager having previously engaged, or will in the future engage, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Setterwalls Advokatbyrå is legal advisor to the Issuer in connection with the issuance of the Notes.

TREND INFORMATION

There has been no material adverse change in the prospects of the Issuer since 31 December 2017 being the date of the last published audited financial statements of the Issuer.

SIGNIFICANT CHANGES SINCE 31 DECEMBER 2017

In March 2018, Arise successfully issued the Notes amounting to an aggregate of SEK 650,000,000 from which the proceeds were used to refinance Arise's then outstanding senior secured green bond of SEK 951,500,000. The refinancing of the bond has resulted in improved credit metrics and a prolonged debt maturity profile for the company.

INCORPORATION BY REFERENCE

The following information has been incorporated into this Prospectus by reference and should be read as part of this Prospectus:

Annual Report for the financial year 2016

Incorporating administration report (pages 38-45), the Group's income statement (page 46), the Group's balance sheet (page 47), the Group's cash flow statement (page 48), the Group's equity capital (page 49), the Group's notes (pages 50-79), the Issuer's income statement (page 80), the Issuer's balance sheet (page 81), the Issuer's cash flow statement (page 82), the Issuer's equity capital (page 83), the Issuer's notes (pages 84-89), auditor's report (pages 90-95) and corporate report (pages 96-99)

Annual Report for the financial year 2017

Incorporating administration report (pages 34-41), the Group's income statement (page 42), the Group's balance sheet (page 43), the Group's cash flow statement (page 44), the Group's equity capital (page 45), the Group's notes (pages 46-75), the Issuer's income statement (page 76), the Issuer's balance sheet (page 77), the Issuer's cash flow statement (page 78), the Issuer's equity capital (page 79), the Issuer's notes (pages 80-85), auditor's report (pages 86-91) and corporate report (pages 92-95)

Information in the above documents which is not incorporated by reference is either deemed by the Issuer not to be relevant for investors in the Notes or is covered elsewhere in the Prospectus.

The Issuer's Annual Reports for 2016 and 2017 have been prepared in accordance with International Financial Reporting Standards ("IFRS") as adopted by the EU and in accordance with the Swedish Annual Report Act (Sw. *årsredovisningslag (1995:554)*). With the exception of the Annual Reports, no information in this Prospectus has been audited or reviewed by the Issuer's auditor.

DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available at the Issuer's head office at Kristian IV:s väg 3, SE-302 50 Halmstad, Sweden, during the validity period of this Prospectus (regular business hours on weekdays):

- this Prospectus;
- the Issuer's Memorandum of Association;
- the Issuer's Articles of Association;

- the Issuer's Annual Reports (including auditor's reports) for the financial years 2016 and 2017;
- the subsidiaries to the Issuer Annual Reports (including auditor's reports) for the financial years 2016 and 2017;
- the Terms and Conditions; and
- the Agency Agreement.

TERMS AND CONDITIONS OF THE NOTES

TERMS AND CONDITIONS
ARISE AB (publ)
UP TO SEK 650,000,000
SENIOR SECURED GREEN FLOATING RATE NOTES

ISIN: SE0010920900

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“**Account Bank**” means DNB Bank ASA, filial Sverige.

“**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 Noteholder has opened a Securities Account in respect of its Notes.

“**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 Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate, irrespective of whether such person is directly registered as owner of such Notes.

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other person or entity owning any Notes (irrespective of whether such person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i). For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

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

“**Agent**” means Nordic Trustee & Agency AB (publ), Swedish Reg. No. 556882-1879, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Associated Company**” means Sirocco Wind Holding AB, Swedish Reg. No. 556864-8058.

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*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.

“**Change of Control Event**” means, in relation to shares of the Issuer, an event or series of events resulting in:

- (a) one or more persons acting together, acquire control over the Issuer and where “control” means (i) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the voting shares of the Issuer, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the members of the board of directors of the Issuer; or
- (b) all or part of the shares in the Issuer cease to be listed on a Regulated Market.

“**Compliance Certificate**” means a certificate, in the form appended to these Terms and Conditions as Schedule 1 (*Form of Compliance Certificate*), signed by any authorised signatory of the Issuer on behalf of the Issuer, certifying (a) that, so far as the Issuer is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it, and (b) if provided in connection with a Financial Report being made available or following the request of the Agent, including relevant calculations and figures.

“**Conditions Precedent Failure**” has the meaning set forth in Clause 5.4.

“**Convertible Bond**” means the convertible bonds issued by the Issuer on 31 March 2017 with ISIN SE0009607088.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

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

“**Debt Service**” has the meaning set forth in Clause 14.1.

“**Debt Service Account**” means a bank account held in the name of the Issuer with the Account Bank, which account prior to the Issue Date will be pledged to the Secured Parties.

“**Deposit Account**” means a bank account held in the name of the Issuer with the Account Bank, which account prior to the Issue Date will be pledged to the Secured Parties.

“**EBITDA**” has the meaning set forth in Clause 14.1.

“**Equity**” has the meaning set forth in Clause 14.1.

“**Equity Ratio**” has the meaning set forth in Clause 14.1.

“**Escrow Account**” means the interest bearing bank account held by the Issuer with the Escrow Bank for the purpose of the arrangement specified in Clause 5 (*Escrow of proceeds*).

“**Escrow Account Pledge Agreement**” means the pledge agreement entered into between the Issuer and the Agent in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time, granted in favour of the Noteholders.

“**Escrow Bank**” means DNB Bank ASA, filial Sverige.

“**Event of Default**” means an event or circumstance specified in Clause 15.1.

“**Existing Notes**” means the SEK 1,100,000,000 senior secured green notes 2014/2019 issued by the Issuer under ISIN: SE0005906849.

“**Existing Notes Redemption Date**” means the date falling ten (10) Businesses Days after a call notice has been sent under the Existing Notes.

“**Final Maturity Date**” means the date falling three (3) years after the Issue Date.

“Finance Documents” means:

- (a) these Terms and Conditions,
- (b) the Agency Agreement;
- (c) the Security Documents;
- (d) the Guarantee Agreement;
- (e) the Escrow Account Pledge Agreement;
- (f) the Intercreditor Agreement; and
- (g) any other document designated by the Issuer and the Agent (on behalf of itself and the Noteholders) as a Finance Document.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability in respect of any finance leases, to the extent the arrangement is or would have been treated as a finance lease in accordance with the Accounting Principles as applicable on the Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability), and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles as applicable on the Issue Date shall not, regardless of any subsequent changes or amendments of the Accounting Principles, be considered as finance or capital leases;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against or benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

“Financial Instruments Accounts Act” means the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om kontoföring av finansiella instrument*).

“Financial Net Payable” has the meaning set forth in Clause 14.1.

“Financial Report” means (i) the annual audited consolidated financial statements of the Group, (ii) the annual audited unconsolidated financial statements of the Issuer, (iii) the quarterly interim unaudited consolidated reports of the Group, and (iv) the quarterly interim unaudited unconsolidated reports of the Issuer.

“**First Call Date**” means the date falling twenty-four (24) months after the Issue Date.

“**Force Majeure Event**” has the meaning set forth in Clause 27.1.

“**Group**” means the Issuer and its Subsidiaries from time to time (each a “**Group Company**”).

“**Group EBITDA**” has the meaning set forth in Clause 14.1.

“**Group Financial Net Payable**” has the meaning set forth in Clause 14.1.

“**Group Interest Coverage Ratio**” has the meaning set forth in Clause 14.1.

“**Guarantee**” means the guarantees in relation to certain obligations under the Finance Documents provided by the Guarantors pursuant to the Guarantee Agreement.

“**Guarantee Agreement**” means the guarantee agreement entered into between the Issuer, each Guarantor and the Agent pursuant to which certain secured obligations under the Finance Documents will be guaranteed by the Guarantors.

“**Guarantor**” means each Restricted Company which, at any point in time, is a party to the Guarantee Agreement.

“**Initial Nominal Amount**” has the meaning set forth in Clause 2.3.

“**Insolvent**” means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (*konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Noteholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*lag (1996:764) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“**Intercreditor Agreement**” means the intercreditor agreement entered into between, amongst other, the Issuer, the lender under the Pari Loan and the Agent (representing the Noteholders), as amended and amended and restated from time to time.

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 9.1 to 9.3.

“**Interest Payment Date**” means 16 March, 16 June, 16 September and 16 December of 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. The first Interest Payment Date for the Notes shall be 16 June 2018 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (but excluding) the Issue Date to (and including) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means STIBOR plus 4.50 per cent. *per annum*.

“**Issue Date**” means 16 March 2018.

“**Issuer**” means Arise AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556274-6726.

“**Issuer Incurrence Test**” means the test pursuant to Clause 14.3 (*Incurrence test*).

“Issuing Agent” means DNB Bank ASA, filial Sverige, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions and the CSD Regulations.

“Listing Failure Event” means (i) that the Note Loan is not admitted to trading on a Regulated Market within one hundred twenty (120) days following the Issue Date, or (ii) in the case of a successful admission, that a period of sixty (60) days has elapsed since the Note Loan ceased to be listed on a Regulated Market.

“Net Proceeds” means the cash proceeds from the Note Issue, minus the Transaction Costs payable by the Issuer in connection with issuance of the Notes.

“Nominal Amount” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been redeemed in part pursuant to Clause 10.4 (*Mandatory partial redemption (put option)*).

“Note” means a debt instrument (*skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions.

“Note Loan” means the loan constituted by these Terms and Conditions and evidenced by the Notes.

“Noteholder” means the person who is registered on a Securities Account as direct registered owner (*ägare*) or nominee (*förvaltare*) with respect to a Note.

“Noteholders’ Meeting” means a meeting among the Noteholders held in accordance with Clause 18 (*Noteholders’ meeting*).

“Parent” means Arise Wind HoldCo 9 AB, a limited liability company incorporated under the laws of Sweden with Reg. No. 556758-8909.

“Pari Loan” means SEK 100,000,000 term loan facility agreement between the Issuer, as borrower, and DNB Sweden AB, as lender, dated on or about 16 March 2018, or any refinancing of such debt in accordance with the Intercreditor Agreement, for the avoidance of doubt such refinancing not to exceed the aforementioned amount.

“Permitted Financial Indebtedness” means any Financial Indebtedness:

- (a) where a wholly-owned Restricted Group Company is lending to or borrowing from another wholly-owned Restricted Group Company;
- (b) incurred by the Parent from the Issuer provided that:
 - (i) the purpose of incurring such Financial Indebtedness is solely to service the financial expenses under the Notes and/or the Pari Loan and the Restricted Group is otherwise unable to service such financial expenses;
 - (ii) any funds received in connection with incurring such Financial Indebtedness is immediately transferred to the Debt Service Account; and
 - (iii) any Financial Indebtedness incurred by the Parent pursuant to this paragraph (b) does not in aggregate exceed SEK 30,000,000 at any time;
- (c) subject to the terms of the Intercreditor Agreement, arising under any guarantee for the obligations under the Pari Loan;
- (d) incurred in the ordinary course of business with suppliers of goods with a maximum duration of 90 days; and

- (e) incurred under Treasury Transactions entered into by it.

“**Permitted Lease**” means a lease by a Restricted Company of its wind producing and auxiliary assets (a **lease**) provided that:

- (a) such lease is entered into for the purpose of hedging prices for electricity produced by and green benefits deriving from that Restricted Company’s wind producing assets;
- (b) the tenor of such lease is compliant with the Group’s finance policy as adopted by the board of directors of the Issuer from time to time;
- (c) such lease is made on arm’s-length terms, for market value consideration in cash and to an unrelated party, either (1) directly or (2) indirectly through the Issuer or the Parent, provided that:
 - (i) the terms of the head lease between the owning Restricted Company (the **head lessor**) and the Issuer or the Parent (the **intermediary lessor**) and the sub lease between the intermediary lessor and the unrelated party (the **lessee**) are identical and back-to-back; and
 - (ii) all payments made by the lessee under the sub lease are made directly to the head lessor,
- (d) such lease is made in compliance with all relevant laws and regulations; and
- (e) all authorisations, approvals, consents, licences and other matters required in connection with the entry into, performance, validity and enforceability of the lease and the transactions contemplated thereby have been obtained or effected by each of the head lessor, the intermediary lessor and the lessee and are in full force and effect.

“**Permitted Security**” means:

- (a) Security provided in accordance with the Finance Documents;
- (b) subject to the terms of the Intercreditor Agreement, any Security created in relation to the Pari Loan;
- (c) up until the Existing Notes Redemption Date, any Security provided under the Existing Notes;
- (d) any netting or set-off arrangement entered into by any Restricted Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (e) any close-out netting or set-off arrangement in respect of Treasury Transactions;
- (f) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Restricted Company; or
- (g) in relation to a Restricted Company (other than the Parent), cash collateral or any other form of Security provided to a governmental authority for its decommissioning obligations.

“**Prepayment Amount**” has the meaning set forth in paragraph (e) of Clause 13.6.1.

“**Quarter Date**” means the last day of each calendar quarter of the Issuer’s financial year.

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

“**Record Date**” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 16 (*Distribution of proceeds*) or (iv) 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 Notes are to be redeemed or repurchased in accordance with Clause 10 (*Redemption and repurchase of the Notes*).

“**Reference Banks**” means banks reasonably selected by the Issuing Agent.

“**Regulated Market**” means any regulated market (as defined in Directive 2004/39/EC on markets in financial instruments).

“**Relevant Period**” means the twelve (12) month period ending on each Quarter Date.

“**Restricted Group**” means:

- (a) the Parent;
- (b) Arise Wind Farm 1 AB, Reg. No. 556732-8942;
- (c) Arise Wind Farm 3 AB, Reg. No. 556758-9105;
- (d) Arise Wind Farm 4 AB, Reg. No. 556758-8933;
- (e) Arise Wind Farm 5 AB, Reg. No. 556758-8982;
- (f) Arise Wind Farm 6 AB, Reg. No. 556758-8974; and
- (g) Arise Wind Farm 16 AB, Reg. No. 556875-7230,

each a limited liability company incorporated under the laws of Sweden (each a “**Restricted Company**” and all together the “**Restricted Companies**”).

“**Restricted Group Assets**” has the meaning set forth in Clause 14.1.

“**Restricted Group Debt to Assets Ratio**” has the meaning set forth in Clause 14.1.

“**Restricted Group Incurrence Test**” means the test pursuant to Clause 14.3 (*Incurrence test*).

“**Restricted Group Interest Cover Ratio**” has the meaning set forth in Clause 14.1.

“**Restricted Group Net Debt**” has the meaning set forth in Clause 14.1.

“**Secured Obligations**” shall have the meaning ascribed to the term “Pari Secured Obligations” in the Intercreditor Agreement.

“**Secured Parties**” shall have the meaning ascribed to the term “Pari Secured Parties” in the Intercreditor Agreement.

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

“**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.

“**Security Agent**” shall have the meaning ascribed to the term “Pari Security Agent” in the Intercreditor Agreement.

“**Security Documents**” means the following documents:

- (a) each share pledge agreement pursuant to which Security is created over the shares in each Restricted Company;
- (b) the account pledge agreement pursuant to which Security is created over the Deposit Account and all funds credited to the Deposit Account from time to time;
- (c) the account pledge agreement pursuant to which Security is created over the Debt Service Account and all funds credited to the Debt Service Account from time to time; and
- (d) any other documents pursuant to which Transaction Security is provided.

“**STIBOR**” means:

- (a) the applicable percentage rate *per annum* displayed on Nasdaq Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no rate is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks, for deposits of SEK 100,000,000 for the relevant period; or
- (c) if no quotation is available pursuant to paragraph (b), 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; and

if any such rate is below zero, STIBOR will be deemed to be zero.

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

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

“**Total Assets**” has the meaning set forth in Clause 14.1.

“**Total Nominal Amount**” means the total aggregate Nominal Amount of the Notes outstanding at the relevant time.

“**Transaction Costs**” means all fees, costs and expenses incurred by the Issuer and any Restricted Company in connection with the issue of the Notes, the refinancing of the Existing Notes and the listing of the Notes on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable).

“**Transaction Security**” means the Security provided for the Secured Obligations pursuant to the Security Documents.

“**Treasury Transaction**” means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price where such exposure arises in the ordinary course of business or in respect of payments under Permitted Financial Indebtedness or pursuant to cash management purposes (excluding for the avoidance of doubt any derivative transaction which in itself is entered into for investment or speculative purposes).

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 19 (*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 regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (d) a provision of law is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

1.2.2 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 Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (*Riksbanken*) on its website ((www).riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

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

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

1.2.6 These Terms and Conditions are entered into subject to the Intercreditor Agreement and in the event of any inconsistency between these Terms and Conditions and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2. STATUS OF THE NOTES

2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.

2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.

2.3 The initial nominal amount of each Note is SEK 2,000,000 (the “**Initial Nominal Amount**”). The maximum aggregate nominal amount of the Notes as at the Issue Date is SEK 650,000,000. All Notes are issued on a fully paid basis at an issue price of 100 per cent. of the Initial Nominal Amount.

2.4 The Notes constitute direct, general, unconditional and secured obligations of the Issuer and shall at all times rank (i) subject to the terms of the Intercreditor Agreement, behind the Unrestricted Debt (as defined in the Intercreditor Agreement), and (ii) *pari passu* and without any preference among them and at least *pari passu* with all other direct, unconditional, unsubordinated and unse-

cured obligations of the Issuer, except obligations which are preferred by mandatory law and except as otherwise provided in the Finance Documents.

- 2.5 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.6 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required and as such the Notes have not been and will not be registered, and may be restricted, in United States, Australia, Japan, Canada, or in any other country where the offering, sale and delivery of the Notes may be restricted by law. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3. USE OF PROCEEDS

- 3.1 The Net Proceeds from the Notes shall initially be deposited in the Escrow Account.
- 3.2 Upon release from the Escrow Account, the Issuer shall apply the amount standing to the credit on the Escrow Account towards repayment of principal and payment of accrued but unpaid interest under the Existing Notes.
- 3.3 Notwithstanding Clause 3.1, the Net Proceeds deposited in the Escrow Account shall in the case of a Conditions Precedent Failure be applied by the Agent in accordance with Clause 5.4.

4. CONDITIONS PRECEDENT

- 4.1 The Issuing Agent shall pay the Net Proceeds into the Escrow Account on the later of (i) the Issue Date and (ii) the date on which the Agent notifies the Issuing Agent that it has received the following:
- (a) copies of constitutional documents of the Issuer;
 - (b) copies of necessary corporate resolutions (including authorisations) from the Issuer;
 - (c) a duly executed copy of these Terms and Conditions;
 - (d) a duly executed Escrow Account Pledge Agreement and evidence (in the form of signed acknowledgments) that the security interests thereunder have been duly perfected in accordance with the terms thereof;
 - (e) the Agency Agreement duly executed by the parties thereto;
 - (f) evidence that a call notice with regards to the Existing Notes has been duly sent and that the Existing Notes will be redeemed immediately following release of funds from the Escrow Account (subject to any requirements from the CSD) including that the Issuer has deposited an additional amount (less any amount the Issuer intends to draw down under any credit facilities on or prior to the relevant redemption date of the Existing Notes) to on the Escrow Account in order for the amount standing to the credit of the Escrow Account is sufficient to cover accrued and unpaid interest on the Existing Notes on the relevant redemption date;
 - (g) evidence that the Existing Notes used to pay for Notes will be cancelled on the Issue Date (provided that the Issuer may only initiate the cancellation of such Existing Notes if the conditions under paragraphs (a) – (e) and (g) has been fulfilled); and

- (h) a duly executed affiliation agreement made between the Issuer and the CSD and evidence that the Notes will be registered with the CSD.

4.2 The Agent does not review the documents and evidence referred to in Clause 4.1 from a legal or commercial perspective of the Noteholders. The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.

4.3 The Agent shall confirm to the Issuing Agent when the conditions in Clause 4.1 have been satisfied.

5. ESCROW OF PROCEEDS

5.1 The funds standing to the credit on the Escrow Account will be blocked and pledged by the Issuer in favour of the Noteholders under the Escrow Account Pledge Agreement.

5.2 Upon the Issuer providing the following to the Agent or the Agent waiving any such requirement (provided that the Agent is satisfied that such waiver is not detrimental to the interests of the Noteholders), the Agent shall immediately instruct the Account Bank to promptly transfer the funds standing to the credit on the Escrow Account in accordance with the funds flow statement and in conjunction therewith release the Security over the Escrow Account:

- (a) the Pari Loan duly executed by the parties thereto;
- (b) the Intercreditor Agreement duly executed by the parties thereto;
- (c) the Security Documents duly executed by the parties thereto and confirmations that the security interests thereunder have been, or will be, duly perfected in accordance with the terms of the relevant Security Document;
- (d) the Guarantee Agreement duly executed by the parties thereto;
- (e) any other Finance Documents duly executed by the parties thereto;
- (f) copies of constitutional documents and, if necessary, corporate resolutions, for any other Restricted Company providing Transaction Security and/or guarantees pursuant to the Guarantee Agreement;
- (g) evidence that the Existing Notes used to pay for Notes have been cancelled;
- (h) duly executed release notice from the security agent (on behalf of the noteholders) under the Existing Notes confirming that the amount required to repay the Existing Notes (including all accrued but unpaid interest) on the Existing Notes Redemption Date and that the Security and guarantees in respect of the Existing Notes will be discharged upon such payment; and
- (i) a funds flow statement.

5.3 The Agent does not review the documents and evidence referred to in Clause 5.2 from a legal or commercial perspective of the Noteholders. The Agent may assume that the documentation delivered to it pursuant to Clause 5.2 is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.

5.4 If the conditions precedent set out above have not been delivered to the Agent on or before thirty (30) calendar days following the Issue Date (a “**Conditions Precedent Failure**”), the Issuer shall at the earlier of these events redeem all, but not some only, of the outstanding Notes in full at a price equal to 100 per cent. of the Nominal Amount together with any accrued but unpaid inter-

est. The Agent may fund the redemption with the amounts standing to the credit on the Escrow Account.

5.5 A redemption due to a Conditions Precedent Failure shall be made by the Issuer giving notice to the Noteholders and the Agent promptly following the date when the Conditions Precedent Failure occurs. The Issuer is bound to redeem the Notes in full at the applicable amount together with any accrued but unpaid interest on a date specified in the notice from the Issuer, such date to fall no later than ten (10) Business Days after the effective date of the notice.

5.6 The Agent shall confirm to the Issuing Agent when the conditions in Clause 5.2 have been satisfied.

6. NOTES IN BOOK-ENTRY FORM

6.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator.

6.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

6.3 The Issuer and the Agent shall at all times be entitled to obtain information from the debt register (*skuldbok*) kept by the CSD in respect of the Notes. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. 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 kept by the CSD in respect of the Notes.

6.4 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 kept by the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

6.5 The Issuer and the Agent may use the information referred to in Clause 6.3 and 6.4 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 Noteholder or third party unless necessary for such purposes.

6.6 At the request of the Agent, the Issuer shall promptly instruct the Issuing Agent to obtain information from the debt register kept by the CSD in respect of the Notes and provide it to the Agent.

7. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

7.1 If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and authorising such person.

7.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.

7.3 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 7.2 and may assume that it has been duly au-

thorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

8. PAYMENTS IN RESPECT OF THE NOTES

- 8.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes requested by a Noteholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 8.2 If a Noteholder has registered, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Noteholder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 8.3 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 9.4 during such postponement.
- 8.4 If payment or repayment is made in accordance with this Clause 8, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- 8.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

9. INTEREST

- 9.1 Each Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.
- 9.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made quarterly in arrears to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 9.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 9.4 If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

10. REDEMPTION AND REPURCHASE OF THE NOTES

10.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to 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.

10.2 **Purchase of Notes by the Issuer or Restricted Companies**

The Issuer and any Restricted Company may, subject to applicable law, at any time and at any price purchase Notes on the market or in any other way. Notes held by the Issuer or a Restricted Company may at the Issuer's or such Restricted Company's discretion be retained or sold.

10.3 **Voluntary total redemption (call option)**

10.3.1 **The Issuer may redeem all, but not some only, of the outstanding Notes in full:**

- (a) any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-seven (27) months after the Issue Date at an amount per Note equal to 100 per cent. of the Nominal Amount plus 50 per cent. of the Interest Rate (calculated on the Nominal Amount for one year), together with accrued but unpaid Interest;
- (b) any time from and including the first Business Day falling twenty-seven (27) months after the Issue Date to, but excluding, the first Business Day falling thirty (30) months after the Issue Date at an amount per Note equal to 100 per cent. of the Nominal Amount plus 25 per cent. of the Interest Rate (calculated on the Nominal Amount for one year), together with accrued but unpaid Interest; and
- (c) any time from and including the first Business Day falling six (6) months prior to the Final Maturity Date to, but excluding, the Final Maturity Date, at an amount equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest.

10.3.2 Subject to Clause 10.4 (*Mandatory partial redemption (put option)*), the Issuer may not redeem any outstanding Notes prior to the First Call Date.

10.3.3 Redemption in accordance with Clause 10.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice and not more than thirty (30) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

10.4 **Mandatory partial redemption (put option)**

10.4.1 At any time after the Pari Loan has been repaid in full, the Agent and the Issuer shall ensure that any Prepayment Amount is used to partially redeem the Notes by applying the Prepayment Amount towards reduction of the Nominal Amount of each Note *pro rata* at a price equal to (i) for any redemption made prior to the First Call Date, the redemption amount specified under paragraph (a) of Clause 10.3.1, and (ii) for any redemption made on or after the First Call Date, the redemption amount specified in Clause 10.3.1, as applicable considering when the Permitted Partial Divestment is made.

10.4.2 The amount to be prepaid shall be rounded down to the nearest SEK 1,000 per Note and the requirement for the Issuer to redeem should not apply until the aggregate Prepayment Amount exceeds SEK 10,000,000.

10.4.3 Partial redemption in accordance with Clause 10.4 shall be made by the Issuer giving not less than fifteen (15) and not more than thirty (30) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable. The Issuer is bound to redeem the Notes in part at the applicable amount on the specified Redemption Date.

- 10.5 Early redemption due to illegality (call option)
- 10.5.1 The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note 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.
- 10.5.2 The applicability of Clause 10.5.1 shall be supported by a legal opinion issued by a reputable law firm.
- 10.5.3 The Issuer may give notice of redemption pursuant to Clause 10.5.1 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 Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.
- 10.6 **Mandatory repurchase due to a Change of Control Event or a Listing Failure Event (put option)**
- 10.6.1 Upon the occurrence of a Change of Control Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 12.1.2 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- 10.6.2 Upon the occurrence of a Listing Failure Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Listing Failure Event pursuant to Clause 12.1.2 (after which time period such right shall lapse) have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest.
- 10.6.3 The notice from the Issuer pursuant to Clause 12.1.2 shall specify the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 12.1.2. The Redemption Date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 10.6.1 and 10.6.2.
- 10.6.4 If Noteholders representing more than 85 per cent. of the Adjusted Nominal Amount have requested that Notes held by them are repurchased pursuant to this Clause 10.6, the Issuer shall, no later than five (5) Business Days after the end of the period referred to in Clause 10.6.1 or 10.6.2, send a notice to the remaining Noteholders, if any, giving them a further opportunity to request that Notes held by them be repurchased on the same terms during a period of twenty (20) Business Days from the date such notice is effective. Such notice shall specify the Redemption Date, the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date and also include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to this Clause 10.6.4. The Redemption Date must fall no later than twenty (20) Business Days after the end of the period of twenty (20) Business Days referred to in this Clause 10.6.4.

- 10.6.5 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 10.6, the Issuer may comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 10.6 by virtue of the conflict.
- 10.6.6 Any Notes repurchased by the Issuer pursuant to this Clause 10.6 may at the Issuer's discretion be retained or sold. For the avoidance of doubt, the Issuer may not cancel any Notes held by it.
- 10.6.7 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 10.6, if a third party in connection with the occurrence of a Change of Control Event or a Listing Failure Event offers to purchase the Notes in the manner and on the terms set out in this Clause 10.6 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If Notes tendered are not purchased within the time limits stipulated in this Clause 10.6, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.
- 10.6.8 No repurchase of Notes pursuant to this Clause 10.6 shall be required if the Issuer has given notice of a redemption pursuant to Clause 10.3 (*Voluntary total redemption (call option)*) provided that such redemption is duly exercised.

11. TRANSACTION SECURITY AND GUARANTEES

- 11.1 Subject to the Intercreditor Agreement, as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants and shall procure that the Parent grants (as applicable), the following Transaction Security to the Secured Parties (as represented by the Security Agent) in accordance with the Security Documents:
- (a) share pledges over the shares in each Restricted Company; and
 - (b) pledges over each of the Debt Service Account and the Deposit Account.
- 11.2 Subject to the Intercreditor Agreement, each Guarantor irrevocably and unconditionally, as principal obligor (*proprieborgen*), guarantees to the Secured Parties the punctual performance by the Issuer of the Secured Obligations in accordance with and subject to the Guarantee Agreement.
- 11.3 Each Subsidiary which is a guarantor under the Pari Loan shall be a Guarantor. In addition, the Issuer shall procure that any further Subsidiary of the Issuer that becomes a guarantor under the Pari Loan shall simultaneously of becoming a guarantor thereunder accede to the Guarantee Agreement and the Intercreditor Agreement as a Guarantor.
- 11.4 Subject to the terms of the Intercreditor Agreement, unless and until the Agent has received instructions from the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*), the Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security or any Guarantee, creating further Security or Guarantees for the benefit of the Secured Parties or for the purpose of settling the Noteholders' or the Issuer's rights to the Transaction Security or the Guarantees, in each case in accordance with the terms of the Finance Documents, and provided that such actions or agreements are not detrimental to the interests of the Noteholders.
- 11.5 For the purpose of exercising the rights of the Secured Parties, the Agent may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Notes are made to another bank account. The Issuer shall immediately upon request by the Agent provide it with any such documents, including a written power of attorney (in

form and substance satisfactory to the Agent and the CSD), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 11.5.

- 11.6 The Security Agent may at any time release Transaction Security and Guarantees in accordance with the terms of the Security Documents, the Guarantee Agreement and the Intercreditor Agreement. Any Transaction Security or Guarantee will always be released *pro rata* between the Secured Parties and the remaining Transaction Security and Guarantees will continue to rank *pari passu* between them as set forth in the Security Documents, the Guarantee Agreement and the Intercreditor Agreement.
- 11.7 Upon an enforcement of the Transaction Security and/or Guarantees, the proceeds shall be distributed in accordance with the Intercreditor Agreement.

12. INFORMATION TO NOTEHOLDERS

12.1 Information from the Issuer

- 12.1.1 The Issuer shall make the following information available to the Noteholders by way of press release and by publication on the website of the Issuer:
- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, the annual audited consolidated financial statements of the Group (including information regarding the use of the Note proceeds) and the annual audited unconsolidated financial statements of the Issuer;
 - (b) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, the quarterly interim unaudited consolidated reports of the Group (including relevant segment reporting for the Restricted Group) and the quarterly interim unaudited unconsolidated reports of the Issuer or, as applicable and at the frequency required by the applicable provisions of the Nasdaq Stockholm rulebook for issuers from time to time, the year-end report (*bokslutskommuniké*); and
 - (c) any other information required by the Swedish Securities Markets Act (*lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading (as amended from time to time).
- 12.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event, a Listing Failure Event or a Permitted Partial Divestment. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event. The Issuer shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.
- 12.1.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute 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. 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.
- 12.1.4 When the financial statements and other information are made available to the Noteholders pursuant to Clause 12.1.1, the Issuer shall send copies of such financial statements and other information to the Agent. The Issuer shall, together with the financial statements or within 20 days from the request of the Agent, shall submit to the Agent a Compliance Certificate (i) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what

steps have been taken to remedy it, and (ii) attaching copies of any notices sent to the Regulated Market on which the Note Loan is admitted to trading.

12.2 **Information from the Agent**

12.2.1 Subject to the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 12.2.2, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

12.2.2 If a committee representing the Noteholders' interests under the Finance Documents has been appointed by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Noteholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

12.3 **Information among the Noteholders**

Upon request by a Noteholder, the Agent shall promptly distribute to the Noteholders any information from such Noteholder which relates to the Notes. The Agent may require that the requesting Noteholder 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.

12.4 **Publication of Finance Documents**

12.4.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

12.4.2 The latest versions of the Intercreditor Agreement, the Security Documents and all other Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

13. **GENERAL UNDERTAKINGS**

13.1 **Distributions and other transactions**

13.1.1 No Restricted Company shall, unless permitted by the Finance Documents:

- (a) grant any guarantees or other financial assistance;
- (b) make any dividend payment;
- (c) repurchase of its shares;
- (d) redeem its share capital or other restricted equity with repayment to shareholders;
- (e) repay principal or pay interest under any shareholder loans;
- (f) grant any loans; or
- (g) make other distributions or transfers of value to its shareholders or affiliates.

The events listed in paragraphs (a) – (g) (inclusive) above are together and individually referred to as a “**Restricted Payment**”.

13.1.2 Notwithstanding Clause 13.1.1, Restricted Payment can be made, if such Restricted Payment is permitted by law and no Event of Default is continuing or would result from such Restricted Payment, by:

- (a) any wholly-owned Restricted Company if such Restricted Payment is made to another wholly-owned Restricted Company;
- (b) the Parent if such Restricted Payment is made to the Issuer solely for the purpose of reimbursing the Issuer for any costs it has incurred on behalf of the Restricted Group (on arm's length terms);
- (c) the Parent if such Restricted Payment is made by way of granting a loan to the Issuer provided that:
 - (i) the proceeds of such Restricted Payment is credited to the Debt Service Account and that each such loan granted during the preceding quarter shall have been repaid by way of set-off against dividends to the Issuer on the last day of such quarter; and
 - (ii) any Restricted Payments granted pursuant to item (i) of this paragraph (c) has been set-off against dividends at the last day of the preceding quarter, provided that such loans may not at any time exceed SEK 30,000,000 in aggregate (such loans shall be repaid by way of set-off against a dividend to the Issuer as soon as the Restricted Group Incurrence Test is met unless such loan has been repaid by the Issuer); and
- (d) the Parent if such Restricted Payment is made by way of repaying a loan constituting Permitted Financial Indebtedness pursuant to paragraph (b) of the definition of Permitted Financial Indebtedness, provided that any Restricted Payments granted pursuant to item (c)(i) of paragraph (c) above has been set-off against dividends at the last day of the preceding quarter.

13.2 **Dividends by the Issuer**

The Issuer may not declare, make or pay any dividend or other distribution (or interest on any unpaid dividend or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital)) or any payment of interest on any loans from its shareholders (other than the Convertible Bond) (a "**Dividend**") unless, immediately following the making of such Dividend, the Issuer Incurrence Test is met.

13.3 **Change of business**

The Issuer shall procure that no material change is made to the general nature or scope of the business of it and the Restricted Group taken as a whole from that carried on as at the Issue Date.

13.4 **Financial Indebtedness**

The Issuer shall procure that no Restricted Company will incur any new, or maintain or prolong any existing, Financial Indebtedness, provided however that the Restricted Companies have a right to incur, maintain and prolong Financial Indebtedness constituting Permitted Financial Indebtedness.

13.5 **Dealings with related parties**

The Issuer shall:

- (a) procure that each Restricted Company will, conduct all dealings with the management and the direct and indirect shareholders of the Restricted Companies and/or any affiliates of such management or direct and indirect shareholders, at arm's length terms; and

- (b) conduct all dealings with the management and the direct and indirect shareholders of the Issuer and/or any affiliates of such management or direct and indirect shareholders, at arm's length terms.

13.6 Disposal of assets

- 13.6.1 The Issuer shall not (directly or indirectly) enter into a single transaction or a series of transactions (whether related or not) to sell or otherwise dispose of all or some of the shares in any Restricted Company unless:
- (a) the Issuer has provided the Agent with ten (10) Business Days prior notice of such disposal and has delivered to the Agent such information regarding the disposal as the Agent may reasonably require;
 - (b) no default is continuing or would result from that disposal;
 - (c) the disposal is made on arm's length terms, to an unrelated party and for market value consideration, and that the disposal proceeds will be received by the Issuer in immediately available funds at completion of the transaction;
 - (d) the value of the shares (in aggregate with any other Permitted Partial Divestment) does not represent more than 25 per cent. of the book value (*bokförda värdet*) of all fixed assets (*anläggningstillgångar*) of the Restricted Group as set out in the pro forma balance sheet as per the Issue Date, calculated in accordance with the Accounting Principles; and
 - (e) the net disposal proceeds received from such disposal (the "**Prepayment Amount**") is transferred to the Deposit Account and the Prepayment Amount can and will be utilised for:
 - (i) payment of any taxes incurred in relation to the disposal; and
 - (ii) repayment of the Pari Loan until the Pari Loan is repaid in full and, any Prepayment Amount not used for repayment of the Pari Loan, towards redemption of the Notes in accordance with the provisions under the heading Partial Redemption above,

(a "**Permitted Partial Divestment**").

- 13.6.2 When the Prepayment Amount has been transferred to the Deposit Account, the Security Agent shall release the Security over the divested shares in the relevant Restricted Company. The Prepayment Amount shall remain on the Deposit Account until the Security Agent instructs the Account Bank to transfer such amount for the purpose of being applied towards repayment of the Pari Loan or partial prepayment of the Notes.
- 13.6.3 For the avoidance of doubt, the Issuer shall not (directly or indirectly) enter into a single transaction or a series of transactions (whether related or not) to sell or otherwise dispose of all or some of the shares in the Parent.
- 13.6.4 The Issuer shall procure that no Restricted Company enter into a single transaction or a series of transactions (whether related or not) to sell, lease, transfer or otherwise dispose of any asset, except electrical power, green certificates (*elcertifikat*) or other related benefits for cash (including under any Permitted Lease).

13.7 Negative pledge

The Issuer shall procure that no Restricted Company will, create or allow to subsist, retain, provide, prolong or renew any guarantee or security over any of its/their present or future assets to secure any Financial Indebtedness, provided however that the Restricted Companies have a right to retain, provide, prolong and renew any Permitted Security.

13.8 **Pari Passu ranking**

Subject to the Intercreditor Agreement, the Issuer shall ensure that its payment obligations under the Notes at all times rank at least *pari passu* with all its other direct, unconditional, unsubordinated and unsecured obligations, except for those obligations which are mandatorily preferred by law, and without any preference among them.

13.9 **Mergers and demergers**

13.9.1 The Issuer shall not carry out any merger or other business combination or corporate reorganisation involving consolidating assets and obligations, other than where the Issuer is the surviving entity.

13.9.2 The Issuer shall procure that no Restricted Company will (excluding as a result of a Permitted Partial Divestment):

- (a) carry out any merger or other business combination or corporate reorganisation involving consolidating assets and obligations, other than (i) with another Restricted Company or (ii) a solvent reorganisation of any Restricted Company; or
- (b) carry out any de-merger or other corporate reorganisation involving splitting any of the Restricted Companies, provided in each case that the Parent is the surviving entity.

13.10 **Insurance**

The Issuer shall (and shall ensure that each Restricted Company will) maintain adequate risk protection through insurances (including business interruption and third party risk insurance) on and in relation to its business and assets to the extent reasonably required on the basis of good business practice, taking into account, *inter alia*, the financial position of the Restricted Group and the nature of its operations. All insurances that are not in the form of self-insurance must be with reputable independent insurance companies or underwriters.

13.11 **Maintenance, operations and management of the assets**

The Issuer shall procure, and shall ensure that the Restricted Companies procure, that its assets are kept in a state of good and safe condition and state of repair consistent with good industry standard and law.

13.12 **Compliance with laws**

The Issuer shall (and shall procure that each Restricted Company will):

- (a) comply in all material respects with all laws and regulations applicable from time to time; and
- (b) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Restricted Company.

13.13 **Treasury Transactions**

The Issuer shall ensure that all Treasury Transactions entered into by any Restricted Company are implemented in accordance with the terms of the Group's finance policy as adopted by the board of directors of the Issuer from time to time.

13.14 **Admission to trading of Notes**

The Issuer shall:

- (a) use its best efforts to ensure that the Notes are listed on the Regulated Market of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, in each case within 30 calendar days after the Issue Date; and
- (b) ensure that the Notes, once admitted to trading on the corporate note list of Nasdaq Stockholm (or any other Regulated Market, as applicable), continue being listed thereon but no longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

13.15 Undertakings relating to the Agency Agreement

13.15.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

13.15.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

13.16 CSD related undertakings

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

14. FINANCIAL UNDERTAKINGS

14.1 Definitions

“**Debt Service**” means the aggregate of (i) the estimated scheduled repayments pertaining to the Notes and the Pari Loan a 12 month period beginning on the first day of each financial quarter, plus/minus (ii) the Financial Net Payable.

“**EBITDA**” means operational earnings of the Restricted Group, before interest, taxes, depreciation and amortisation (without double counting) for any 12 months period ending on the last day of each financial quarter calculated in accordance with the Accounting Principles.

“**Equity**” means the sum of restricted equity (*bundet eget kapital*) and non-restricted equity (*fritt eget kapital*) of the Group, including any untaxed reserves (reduced by the applicable tax).

“**Equity Ratio**” means the ratio of Equity to Total Assets.

“**Financial Net Payable**” means for any twelve (12) month period ending on the last day of the period covered by the financial statements as of the most recent Quarter Date falling twelve (12) months after the Issue Date, calculated in accordance with the Accounting Principles, the aggregate of all interest expenses pertaining to the Notes and the Pari Loan.

When calculating Financial Net Payable on any Quarter Date falling before the first anniversary of the Issue Date, the financial expenses pertaining to the Notes and the Pari Loan shall be calculated *pro forma* as if the Notes and the Pari Loan had been issued on the first day of the Quarter

Date falling 12 months before the period covered by the Financial Reports as of the most recent Quarter Date.

“**Group EBITDA**” means operational earnings of the Group (however, excluding the Associated Company), before interest, taxes, depreciation and amortisation (without double counting) for any 12 months period ending on the last day of each financial quarter calculated in accordance with the Accounting Principles.

“**Group Financial Net Payable**” means for any twelve (12) month period ending on the last day of the period covered by the financial statements as of the most recent Quarter Date falling twelve (12) months after the Issue Date, calculated in accordance with the Accounting Principles, the aggregate of all financial expenses for the Group (however, excluding the Associated Company) on a consolidated basis:

- (a) minus all financial income;
- (b) minus/plus unrealised losses/gains on currency fluctuations, derivative instruments and financial instruments (in each case in relation to financial items), other than any derivative instruments which are accounted for on a hedge accounting basis; and
- (c) excluding any non-cash effect of unwinding interest rate hedges (made by the Restricted Companies) in connection with the issuance of the Existing Notes.

When calculating Financial Net Payable on any Quarter Date falling before the first anniversary of the Issue Date, the financial expenses shall be calculated in accordance with the principles above and *pro forma* as if the Notes and the Pari Loan had been issued to refinance the Existing Notes on the first date in the quarter falling 12 months before the period covered by the Financial Reports as of the most recent Quarter Date.

“**Group Interest Coverage Ratio**” means the ratio of Group EBITDA to Group Financial Net Payable.

“**Restricted Group Assets**” means, at any time, the value of all fixed assets (*anläggningstillgångar*) of the Restricted Group as set out in the balance sheet forming part of the Financial Reports, calculated in accordance with the Accounting Principles.

“**Restricted Group Debt to Assets Ratio**” means the ratio of Restricted Group Net Debt to Restricted Group Assets.

“**Restricted Group Interest Cover Ratio**” means the ratio of EBITDA to Financial Net Payable.

“**Restricted Group Net Debt**” means:

- (a) in relation to all Restricted Companies, (i) the aggregate amount of all interest-bearing obligations (including financial lease obligations which according to the Accounting Principles shall be treated as debt, however, not including current or future leases, which as of the date hereof are considered as not being financial leases) **less** (ii) the amount standing to the credit of the Debt Service Account, cash in hand, immediately available funds, and any other liquid and marketable instruments, securities and other short term investments equivalent to cash,

plus

- (b) the Nominal Amount of all outstanding Notes and the amount of outstanding loans under the Pari Loan together with any accrued but unpaid interest.

“**Total Assets**” means the total consolidated assets (*totala tillgångar*) of the Group calculated in accordance with the Accounting Principles.

14.2 Maintenance covenants

The Issuer shall on the last date of each Relevant Period ensure that:

- (a) the Restricted Group Interest Cover Ratio is not less than 1.75:1; and
- (b) the Restricted Group Debt to Assets Ratio is not greater than 70 per cent.

14.3 Incurrence test

- (a) The Issuer Incurrence Test is met if:
 - (i) the Equity Ratio is not less than 0.50;
 - (ii) any Dividends does not in aggregate during any financial year (including the Dividend in question) exceed 50 per cent. of the Group's consolidated net profit for the previous financial year calculated in accordance with the Accounting Principles; and
 - (iii) the Group Interest Coverage Ratio is not less than 3.00:1.
- (b) The Restricted Group Incurrence Test is met if:
 - (i) the ratio of EBITDA to Debt Service is not less than 1.10:1; and
 - (ii) Restricted Group Debt to Assets Ratio is not greater than 68 per cent.

15. ACCELERATION OF THE NOTES

15.1 Subject to the Intercreditor Agreement, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 15.5, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;
- (b) any of the financial undertakings set out in Clause 14 (*Financial undertakings*) is not complied with;
- (c) the Issuer or any Restricted Company does not comply with any terms of or acts in violation of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) or (b) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within thirty (30) Business Days of the earlier of the Agent giving notice and the Issuer or the relevant Restricted Company becoming aware of the non-compliance;

- (d) it becomes impossible or unlawful for the Issuer or any Restricted Company to fulfil or perform any of the provisions of the Finance Documents or the Security created or expressed to be created thereby is varied (other than in accordance with the provisions of the Finance Documents) or ceases to be effective and such invalidity, ineffectiveness or variation has a detrimental effect (directly or indirectly) on the interests of the Noteholders;
- (e) any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within thirty (30) calendar days of commencement or, if earlier, the date on which it is advertised) in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (*företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or any Restricted Company;
 - (i) the appointment of a liquidator, administrator or other similar officer in respect of the Issuer or any Restricted Company or any of its assets; or
 - (ii) any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or any Restricted Company;
- (f) the Issuer or any Restricted Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
- (g) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of the Issuer or any Restricted Company having an aggregate value exceeding SEK 15,000,000 and is not discharged within thirty (30) days;
- (h) any Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (h) if the aggregate amount of Financial Indebtedness referred to herein is less than SEK 25,000,000;
- (i) an environmental permit or any other authorisation relevant for any Restricted Company is limited (to the extent that the limitation has a material negative impact on the interests of the Noteholders), revoked or terminated in part or in full; or
- (j) the Issuer or any Restricted Company suspends or ceases (or threatens to suspend or cease) to carry on all or substantially all of its business (except if due to a Permitted Partial Divestment).

15.2 The Agent may not accelerate the Notes in accordance with Clause 15.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).

15.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute 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. 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.

15.4 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred

and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing and subject to the Intercreditor Agreement, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default, subject to the Intercreditor Agreement.

- 15.5 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall, provided that the provisions of the Intercreditor Agreement have been complied with, promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 15.6 If the right to accelerate the Notes 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 law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 15.7 In the event of an acceleration of the Notes in accordance with this Clause 15, the Issuer shall redeem all Notes at an amount:
- (a) if the acceleration of the Notes occurs prior to the First Call Date, equal to the redemption amount specified in paragraph (a) of Clause 10.3 (*Voluntary total redemption (call option)*); or
 - (b) if the acceleration of the Notes occurs on or after the First Call Date, equal to the redemption amount specified in Clause 10.3 (*Voluntary total redemption (call option)*), as applicable considering when the acceleration occurs.

16. DISTRIBUTION OF PROCEEDS

- 16.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 15 (*Acceleration of the Notes*) and any proceeds received from an enforcement of the Transaction Security and/or Guarantees shall be distributed in the following order of priority, in accordance with the instructions of the Agent and subject to the Intercreditor Agreement:
- (a) *first*, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by any Group Company to the Pari Security Agent;
 - (b) *secondly*, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by any Group Company to the Issuing Agent, the Agent and the Pari Facility Representative (as defined in the Intercreditor Agreement);
 - (c) *thirdly*, towards payment *pro rata* of accrued interest unpaid under the Pari Debt (as defined in the Intercreditor Agreement) (interest due on an earlier interest payment date to be paid before any interest due on a later interest payment date);
 - (d) *fourthly*, towards payment *pro rata* of principal under the Pari Debt (as defined in the Intercreditor Agreement);
 - (e) *fifthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Pari Finance Documents (as defined in the Intercreditor Agreement);
 - (f) *sixthly*, after the Pari Final Discharge Date (as defined in the Intercreditor Agreement), towards payment *pro rata* of accrued interest unpaid and principal under the Intercompany Debt (as defined in the Intercreditor Agreement); and

- (g) *seventhly*, after the Pari Final Discharge Date (as defined in the Intercreditor Agreement), in payment of the surplus (if any) to the relevant ICA Group Company (as defined in the Intercreditor Agreement) or other person entitled to it.

- 16.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 16.1(a) or (b), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 16.1(a) or (b).
- 16.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Transaction Security and/or the Guarantees shall constitute escrow funds (*redovisningsmedel*) and must promptly be turned over to the Security Agent to be applied in accordance with the Intercreditor Agreement.
- 16.4 If the Issuer or the Agent shall make any payment under this Clause 16, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. The Notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 8.1 shall apply and for any partial redemption in accordance with Clause 10.4 (*Mandatory partial redemption (put option)*) due but not made, the Record Date specified in Clause 10.4.3 shall apply.

17. DECISIONS BY NOTEHOLDERS

- 17.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 17.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' 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 Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 17.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws or regulations.
- 17.4 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 17.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuing Agent shall upon request provide the convening Noteholder(s) with the information available in the debt register (*skuldbok*) kept by the CSD in respect of the Notes in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be.
- 17.5 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 18.1 or (ii) instigate a Written Procedure by sending communication in accordance with Clause 19.1, in both cases with a copy to the Agent. After a request from the Noteholders pursuant to Clause 21.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 18.1. The Issuer shall inform

the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and shall, on the request of the Agent, append information from the Agent together with the notice or the communication.

17.6 Only a person who is, or who has been provided with a power of attorney pursuant to Clause 7 (*Right to act on behalf of a Noteholder*) from a person who is, registered as a Noteholder:

- (a) on the Business Day specified in the notice pursuant to Clause 18.2, in respect of a Noteholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 19.2, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Such Business Day specified pursuant to paragraphs (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

17.7 The following matters shall require the consent of Noteholders representing at least sixty-six and two thirds ($66\frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 19.2:

- (a) the issue of any Notes after the Issue Date, if the total nominal amount of the Notes exceeds, or if such issue would cause the total nominal amount of the Notes to at any time exceed, SEK 650,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Notes are issued);
- (b) a change to the terms of any of Clause 2.1, and Clauses 2.4 to 2.6 (inclusive);
- (c) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 10 (*Redemption and repurchase of the Notes*);
- (d) a change to the Interest Rate or the Nominal Amount (other than as a result of an application of Clause 10.4 (*Mandatory partial redemption (put option)*));
- (e) a change to the terms for the distribution of proceeds set out in Clause 16 (*Distribution of proceeds*);
- (f) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 17;
- (g) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (h) a release of the Transaction Security or Guarantees, except in accordance with the terms of the Finance Documents;
- (i) a mandatory exchange of the Notes for other securities;
- (j) a replacement of the Agent in accordance with Clause 17.5; and
- (k) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 15 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

17.8 Any matter not covered by Clause 17.7 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with

the instructions given pursuant to Clause 19.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to paragraph (a) or (c) of Clause 20.1), an acceleration of the Notes or the enforcement of any Transaction Security or Guarantee.

17.9 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 17.7, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

(a) if at a Noteholders' 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.

If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

17.10 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 18.1) or initiate a second Written Procedure (in accordance with Clause 19.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 17.10, the date of request of the second Noteholders' Meeting pursuant to Clause 18.1 or second Written Procedure pursuant to Clause 19.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 17.9 shall not apply to such second Noteholders' Meeting or Written Procedure.

17.11 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 applicable.

17.12 A Noteholder holding more than one Note 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.

17.13 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' 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.

17.14 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.

17.15 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

17.16 If a decision is to be taken by the Noteholders 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 Notes owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate.

- 17.17 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each person registered as a Noteholder on the date referred to in paragraph (a) or (b) of Clause 17.6, as the case may be, and also be 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 Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

18. NOTEHOLDERS' MEETING

- 18.1 The Agent shall convene a Noteholders' Meeting as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Noteholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- 18.2 The notice pursuant to Clause 18.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) the day on which a person must be Noteholder in order to exercise Noteholders' rights at the Noteholders' Meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 18.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- 18.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

19. WRITTEN PROCEDURE

- 19.1 The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each person who is registered as a Noteholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the communication is sent.
- 19.2 A communication pursuant to Clause 19.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) 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, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 19.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 19.3 When consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 17.7 and 17.8 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 17.7 or 17.8, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

20. AMENDMENTS AND WAIVERS

- 20.1 Subject to the Intercreditor Agreement, the Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
- (a) the Agent is satisfied that such amendment or waiver is not detrimental to the interest of the Noteholders as a group;
 - (b) such amendment or waiver is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (d) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 17 (*Decisions by Noteholders*).
- 20.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 20.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 20.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 12.4 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.
- 20.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

21. APPOINTMENT AND REPLACEMENT OF THE AGENT

21.1 Appointment of the Agent

- 21.1.1 By subscribing for Notes, each initial Noteholder:
- (a) appoints the Agent to act as its agent in all matters relating to the Notes 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 Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer and any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security or a Guarantee; and
 - (b) confirms the appointment under the Intercreditor Agreement of the Security Agent to act as its agent in all matters relating to the Transaction Security, the Security Documents, the Guarantees and the Guarantee Agreement, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security or a Guarantee and acknowledges and agrees that the rights, obligations, role of and limitation of liability for the Security Agent is further regulated in the Intercreditor Agreement.
- 21.1.2 Pursuant to the terms of the Intercreditor Agreement, the Security Agent will represent the Secured Parties in *inter alia*, holding the Transaction Security and the Guarantees pursuant to the Security Documents and the Guarantee Agreement, and where relevant, enforcing the Security under the Escrow Account Pledge Agreement on behalf of the Secured Parties.

- 21.1.3 By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent and the Security Agent to act on its behalf, as set forth in Clauses 21.1.1 and 21.1.2.
- 21.1.4 Each Noteholder 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 Noteholder which does not comply with such request.
- 21.1.5 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.
- 21.1.6 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 21.1.7 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.
- 21.2 **Duties of the Agent**
- 21.2.1 The Agent will represent the Secured Parties in *inter alia*, holding the Security under the Escrow Account Pledge Agreement on behalf of the Noteholders, and where relevant, enforcing the Security under the Escrow Account Pledge Agreement on behalf of the Noteholders.
- 21.2.2 The Agent is not responsible for the content, valid execution, perfection or enforceability of the Finance Documents or the perfection of the Transaction Security.
- 21.2.3 The Agent is not obliged to actively assess or monitor (i) the financial condition of the Issuer or any Restricted Company, (ii) the compliance by the Issuer or a Guarantor of the Finance Documents (unless expressly set out in the Finance Documents) or (iii) whether an Event of Default (or any event that may lead to an Event of Default) has occurred or not.
- 21.2.4 The Agent only acts in accordance with the Finance Documents and upon instructions of the Noteholders, unless otherwise set out in the Finance Documents. When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall act in the best interest of the Noteholders as a group and carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 21.2.5 The Agent is entitled to delegate its duties to other professional parties without having to first obtain any consent from the Issuer or the Noteholders, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 21.2.6 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders 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.
- 21.2.7 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged (i) after the occurrence of an Event of Default, (ii) 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, (iii) a matter relating to the Issuer, the Transaction Security or the Guarantees which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents or (iv) as otherwise agreed between the Agent and the Issuer. Any compensa-

tion 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 (*Distribution of proceeds*).

- 21.2.8 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 21.2.9 Unless it has actual knowledge to the contrary, the Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- 21.2.10 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 21.2.11 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer or the Noteholders (as applicable), 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.
- 21.2.12 The Agent shall give a notice to the Noteholders (i) 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 (ii) if it refrains from acting for any reason described in Clause 21.2.11.
- 21.2.13 The Agent's duties under the Terms and Conditions are solely mechanical and administrative in nature and the Agent only acts in accordance with the Terms and Conditions and upon instructions from the Noteholders, unless otherwise set out in the Terms and Conditions. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Noteholders or any other person.
- 21.3 **Limited liability for the Agent**
- 21.3.1 The Agent will not be liable to the Noteholders 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.
- 21.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts 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 Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 21.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, 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.
- 21.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 17 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 15.1.

- 21.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.
- 21.3.6 The Agent is not liable for information provided to the Noteholders by or on behalf of the Issuer or by any other person.
- 21.4 **Replacement of the Agent**
- 21.4.1 Subject to Clause 21.4.6 and the terms of the Intercreditor Agreement, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 21.4.2 Subject to Clause 21.4.6, if the Agent is Insolvent, 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.
- 21.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Noteholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 21.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 21.4.5 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.
- 21.4.6 The Agent's resignation or dismissal shall only take effect upon 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.
- 21.4.7 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 Noteholders 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.
- 21.4.8 In the event that there is a change of the Agent in accordance with this Clause 21.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

22. APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

- 22.1 The Issuer appoints the 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 Notes.
- 22.2 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.
- 22.3 The Issuing Agent shall enter 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 under the Finance Documents.

23. APPOINTMENT AND REPLACEMENT OF THE CSD

- 23.1 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 Notes.
- 23.2 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 Noteholder or the listing of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Securities Markets Act (*lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Account Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

24. NO DIRECT ACTIONS BY NOTEHOLDERS

- 24.1 A Noteholder may not take any steps whatsoever against the Issuer or any Guarantor with respect to the Transaction Security or the Guarantees 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 (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer or any Guarantor in relation to any of the obligations and liabilities of the Issuer or such Guarantor (as applicable) under the Finance Documents. Such steps may only be taken by the Agent (including, as applicable, in its capacity as Security Agent).
- 24.2 Clause 24.1 shall not apply if the Agent has been instructed by the Noteholders 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 Noteholder to provide documents in accordance with Clause 21.1.4), 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 21.2.11, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 21.2.12 before a Noteholder may take any action referred to in Clause 24.1.
- 24.3 The provisions of Clause 24.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 10.6 (*Mandatory repurchase due to a Change of Control Event or a Listing Failure Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

25. PRESCRIPTION

- 25.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed 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 Noteholders' right to receive payment has been prescribed and has become void.
- 25.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

26. NOTICES AND PRESS RELEASES

26.1 Notices

- 26.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- (a) if to the Agent, shall be given at the address specified on its website (www.nordictrustee.se) on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;
 - (b) if to the Issuer, shall be given at the address specified on its website (www.arise.se) on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
 - (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the date such person shall be a Noteholder in order to receive the communication, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.
- 26.1.2 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 Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 26.1.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 26.1.1, or, in case of email, when received in readable form by the email recipient.
- 26.1.3 Any notice pursuant to the Finance Documents shall be in English.
- 26.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.
- ### 26.2 Press releases
- 26.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 5.4, 10.3 (*Voluntary total redemption (call option)*), 10.4 (*Mandatory partial redemption (put option)*), 10.5 (*Early redemption due to illegality (call option)*), 12.1.2, 15.3, 17.17, 18.1, 19.1 and 20.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 26.2.2 In addition to Clause 26.2.1, if any information relating to the Notes or the Group contained in a notice the Agent may send to the Noteholders 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 Noteholders give the Issuer the opportunity to issue a press release containing such infor-

mation. 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 Noteholders, the Agent shall be entitled to issue such press release.

27. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 27.1 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.
- 27.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 27.3 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.
- 27.4 The provisions in this Clause 27 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

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 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (*Stockholms tingsrätt*). The submission to the jurisdiction of the City Court of Stockholm shall however not limit the right of the Agent (or the Noteholders, 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

FORM OF COMPLIANCE CERTIFICATE

To: Nordic Trustee & Agency AB (publ)

From: Arise AB (publ)

Date: [date]

Dear Sirs,

Terms and Conditions for Arise AB (publ)
up to SEK 650,000,000 senior secured floating rate notes
(the “Terms and Conditions”)

1. We refer to 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.
2. This compliance certificate relates to:

Test date: [DATE]

Reference Period: [PERIOD]

3. We confirm that no Event of Default has occurred. *[If this statement cannot be made, the certificate should identify any Event of Default that has occurred and the steps taken to remedy it.]*
4. We confirm that the Restricted Group to Assets Ratio for the Relevant Period was not greater than 70 per cent.
5. We confirm that the Restricted Group Interest Cover Ratio for the Relevant Period was not less than 1.75:1.

[Items 6 – 10 below shall only be included if the incurrence test pursuant to Clause 14.3 (Incurrence test) is to be reported]

Issuer Incurrence Test

6. [We confirm that the Equity Ratio for the Relevant Period was not less than 50 per cent.
7. We confirm that the Dividends for the Relevant Period did not exceed 50 per cent. of the Group's consolidated net profit for the previous financial year.
8. We confirm that the Group Interest Cover Ratio for the Relevant Period was not less than 3.00:1.

Restricted Group Incurrence Test

9. We confirm that the ratio of EBITDA to Debt Service for the Relevant Period was not less than 1.10:1.

10. We confirm that the Restricted Group Debt to Assets Ratio for the Relevant Period was not greater than 68 per cent.]

Please find calculations of the financial covenants reported in this Compliance Certificate, together with the figures on which such calculations are based, attached hereto.

[Copies of our latest annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, are published on our website ([www](http://www.arise.se)).arise.se.]

[Copies of our latest quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited consolidated reports of the Issuer, are published on our website ([www](http://www.arise.se)).arise.se.]

Yours faithfully,

ARISE AB (PUBL)

Name:

Name:

We hereby certify that the above terms and conditions are binding upon ourselves.

Place:

Date:

ARISE AB (PUBL)
as Issuer

Name:

(Signature page to Terms and Conditions for Arise AB (publ) up to SEK 650,000,000 senior secured floating rate notes)

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

Place:

Date:

NORDIC TRUSTEE & AGENCY AB (PUBL)
as Agent

Name:

(Signature page to Terms and Conditions for Arise AB (publ) up to SEK 650,000,000 senior secured floating rate notes)

ADDRESSES

ISSUER

Arise AB

P.O. Box 808
SE-301 18 Halmstad, Sweden
(www.)arise.se

LEAD MANAGER

DNB Markets, DNB Bank ASA, Sverige filial

SE-105 88 Stockholm, Sweden
(www.)dnb.se

AGENT

Nordic Trustee & Agency AB (publ)

P.O. Box 7329
SE-103 90 Stockholm, Sweden
(www.)nordictrustee.com

LEGAL ADVISOR TO THE LEAD MANAGER

Mannheimer Swartling Advokatbyrå AB

P.O. Box 1711
SE-111 87 Stockholm, Sweden
(www.)mannheimerswartling.se

LEGAL ADVISOR TO THE ISSUER

Setterwalls Advokatbyrå AB

P.O. Box 4501
SE-203 20 Malmö, Sweden
(www.)setterwalls.se

AUDITOR TO THE ISSUER

Öhrlings PricewaterhouseCoopers AB

P.O. Box 4009
SE-203 11 Malmö, Sweden
(www.)pwc.se

CENTRAL SECURITIES DEPOSITORY

Euroclear Sweden AB

Regeringsgatan 65
SE-103 97 Stockholm, Sweden



[\(www\).arise.se](http://(www).arise.se)