

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

Stockholm, 17 September 2024

**To the Bondholders in:**

**ISIN: SE0012827996 – Ellos Group AB (publ) SEK 1,500,000,000 Senior Secured Callable Floating Rate Bonds 2019/2024**

**NOTICE OF WRITTEN PROCEDURE – REQUEST TO ESTABLISH AN AD HOC COMMITTEE**

This voting request for procedure in writing has been sent on 17 September 2024 to holders directly registered as of 16 September 2024 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 5.3 (*Voting rights and authorisation*).

**Key information**

Record Date for being eligible to vote:	20 September 2024
Deadline for voting:	15:00 CEST on 4 October 2024
Quorum requirement:	At least twenty (20) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least two thirds (2/3) of the Adjusted Nominal Amount for which Bondholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the holders of the bonds (the “**Bondholders**”) in the above mentioned bond issue SE0012827996 with an aggregate nominal amount outstanding of SEK 1,500,000,000 (the “**Bonds**”) issued by Ellos Group AB (publ) (the “**Issuer**”, and together with each of its Subsidiaries from time to time, the “**Group**”). In its capacity as Agent, and at the request of Bondholders representing at least ten (10) per cent. of the Adjusted Nominal Amount, the Agent hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the requests presented herein.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds as amended and/or restated from time to time (the “**Terms and Conditions**”).

## Important information

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

This Notice has been prepared and is being sent under the instructions of the Ad Hoc Committee. Each Bondholder is solely responsible for making its own independent evaluation of all matters as such Bondholder deems appropriate (including those relating to the Request (as defined herein)), and each Bondholder must make its own decision as to whether to participate in the Request. Neither the Agent nor any director, officer, employee, agent or affiliate of the Agent will be responsible for providing advice in relation to the Request. Neither the Agent, nor any director, officer, employee, agent or affiliate of any such person, makes any recommendation as to whether any Bondholder should vote in favour of or against the Request.

Bondholders participate by completing and sending to the Agent the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) or to the Agent other sufficient evidence, if the Bonds are held in custody other than by the CSD. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Bondholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney no later than 15:00 CEST on 4 October 2024 either by mail, courier or email to the Agent using the contact details set out in Section 5.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 20 September 2024 (the “**Record Date**”) as further set out in Section 5.3 (*Voting rights and authorisation*). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

## 1. Background

Following the occurrence of the scheduled maturity date of the Bonds on 25 July 2024, the Bondholders sent an acceleration notice to the Issuer as an Event of Default had occurred and was continuing pursuant to clause 16.4(a)(i) of the Terms and Conditions and clause 16.3 (*Cross-acceleration*) of the terms and conditions for the Issuer's SEK 250,000,000 super senior secured callable fixed rate bonds 2024/2025 with ISIN SE0021486917 (the "**Super Senior Bonds**"). On 30 July 2024, certain Bondholders, certain holders of the Super Senior Bonds (the "**Super Senior Bondholders**") and the Issuer entered into a forbearance letter with the Issuer, for the purpose of negotiating and agreeing a solution to the Issuer's liquidity position and pursuant to which the parties agreed that the Bondholders and the Super Senior Bondholders would not instruct the Agent to make any payment demands or take any enforcement actions under the Bonds until 31 August 2024 (the "**Forbearance Period**"). The Forbearance Period lapsed on 31 August 2024, and the parties to the Forbearance Letter did not reach an agreement regarding an extension of the Forbearance Period.

An ad hoc group of Bondholders representing, in aggregate, more than fifty (50) per cent. of the Adjusted Nominal Amount of the Bonds and Super Senior Bondholders representing in aggregate more than fifty (50) per cent. of the Adjusted Nominal Amount (as defined in the terms and conditions for the Super Senior Bonds) of the Super Senior Bonds (the "**Ad Hoc Committee**") have negotiated with the Issuer regarding entering into a settlement agreement for the purpose of finding a solution whereby the shares in the Issuer's subsidiary Ellos Group Nordic AB (publ), reg.no. 559318-3618 ("**EGN**") were to be transferred to an SPV to be held on account for the Bondholders and the Super Senior Bondholders. The parties did however not reach an agreement and on 9 September 2024 the Issuer filed a petition for bankruptcy with the District Court of Borås (Sw. *Borås tingsrätt*). On 10 September 2024 the District Court approved the petition and consequently, the Issuer is now in bankruptcy (the "**Bankruptcy Proceedings**"). Lars-Henrik Andersson from Cirio Advokatbyrå has been appointed as bankruptcy trustee.

In order for the Agent to pursue and protect the Bondholders' rights under the Bankruptcy Proceedings, it is the view of the Ad Hoc Committee that the Agent, acting on the instructions of the Ad Hoc Committee, should represent the Bondholders and the Super Senior Bondholders in the Bankruptcy Proceedings, with a view to maximise the recovery of the Bondholders and the Super Senior Bondholders. Furthermore, it is the view of the Ad Hoc Committee that this is best achieved if the Agent, acting on the instructions of the Ad Hoc Committee, operate with a view to ensuring a timely and effective transfer of the shares in EGN, any other Group Company or any of their respective assets and/or operations to an entity controlled by or for the account of the Bondholders and the Super Senior Bondholders or as otherwise directed by the Ad Hoc Committee. In addition, certain members of the Ad Hoc Committee contemplate to underwrite a liquidity bridge facility in an amount of up to SEK 250,000,000 to EGN (or another Group Company) which shall share the Transaction Security and guarantees granted in respect of the Bonds and the Super Senior Bonds, and rank senior to the Bonds and *pari passu* with the Super Senior Bonds (the "**Liquidity Bridge**"), in order to manage the immediate liquidity needs of EGN and its subsidiaries until a permanent capital structure is agreed. The Liquidity Bridge is intended to be refinanced or otherwise structured in a manner deemed suitable as soon as feasible. Consequently, the Bondholders are requested to approve certain authorisations as described under Section 2 (*Proposal*) in this Notice (the "**Request**").

Further, it is contemplated that additional written procedure(s) will be initiated in order to decide upon or approve, *inter alia*, the final capital structure of the Bondholders' and the Super Senior Bondholders' continued investment into EGN (including the form and terms of a refinancing or restructuring of the Liquidity Bridge) and/or any other assets to be received by the Bondholders pursuant the Bankruptcy Proceedings. Such final structure may require amendments of the Terms and Conditions, debt to equity swaps, the entry into investment

agreements, shareholder agreements or such further actions as the Ad Hoc Committee may specify in any subsequent written procedure.

## 2. Proposal

The Bondholders are hereby requested:

- (a) to acknowledge and agree that the Ad Hoc Committee shall be appointed to act on behalf of all Bondholders on the matters as further described in this Notice, provided that any decision, instruction to the Agent or any other party or any other action taken by the Ad Hoc Committee in their capacity as such shall be approved by members of the Ad Hoc Committee representing more than fifty (50) per cent. of the Adjusted Nominal Amount of the Bonds;
- (b) to authorise the Ad Hoc Committee to, in collaboration with the Agent and the Agent's legal advisers, instruct the Agent how to represent the Bondholders in the Bankruptcy Proceedings and take all such actions as it deems necessary from time to time to protect the Bondholders' rights under the Bankruptcy Proceedings, including, but not limited to, instructing the Agent to, on behalf of the Bondholders, file submissions and attending meetings and hearings (in order to protect the Bondholders' rights under the Bankruptcy Proceedings) at the District Court of Borås (or any court of appeal) and appealing any judgments or decisions made by the court in connection with the Bankruptcy Proceedings, with a view to maximise recovery for the Bondholders and the Super Senior Bondholders and otherwise in line with the Security Enforcement Objective (as defined in the Intercreditor Agreement);
- (c) to waive the terms of Clause 25 (*No direct actions by Bondholders*) of the Terms and Conditions and paragraph (b) of Clause 12.1 (*Enforcement Actions and Enforcement Instructions*) of the Intercreditor Agreement, if and only to the extent required in order for the Ad Hoc Committee to monitor its claims in the Bankruptcy Proceedings or otherwise take any action as permitted herein if the Agent's authority to represent the Bondholders in the Bankruptcy Proceedings is for any reason questioned in the Bankruptcy Proceedings or not upheld by the court, provided that the Ad Hoc Committee shall act with a view to maximise recovery for all the Bondholders and the Super Senior Bondholders and otherwise in line with the Security Enforcement Objective (as defined in the Intercreditor Agreement);
- (d) to authorise the Ad Hoc Committee to instruct the Agent to, on behalf of the Bondholders, take any action and enter into or deliver, and perform, any agreement or other document directed by the Ad Hoc Committee in order to implement a structure whereby the assets of the Issuer, including but not limited to, the shares of EGN or any other Group Company or any of their respective assets or operations (the "**Target Assets**") is transferred to an entity controlled by the Bondholders and the Super Senior Bondholders or Stiftelsen Refectio (or any of its affiliates) or another trust or entity holding such shares or assets directly or indirectly for the account of the Bondholders or as otherwise directed by the Ad Hoc Committee in exchange for a write-down or transfer of the Bonds and the Super Senior Bonds or any other consideration deemed appropriate (the "**Transaction**"), including, but not limited to:
  - (i) negotiating with, entering into and performing any agreement or other transaction with, the trustee of the Bankruptcy Proceedings, the estate or another third party with a view to agreeing or effect the terms and structure of the Transaction;
  - (ii) acquiring or establishing any legal entity necessary in order to effect the Transaction, and take any other actions in relation thereto, including, but not

limited to, the opening of bank accounts, the affiliation of the relevant entity with Euroclear or any other CSD, the payment of share capital, the appointment of representatives and accountants, the hiring of necessary personnel and any other actions which the Ad Hoc Committee or any of their advisors consider to be necessary or advisable in order to effect the Transaction;

- (iii) agree to any write-down, transfer or exchange of the Bonds in order to effect the Transaction (including to agree on cash compensation to the bankruptcy estate as cost coverage for the Bankruptcy Proceedings relating to the Transaction Security) and to serve as consideration for the transfer of the relevant Target Assets, including, but not limited to, any mandatory exchange of Bonds for new bonds issued by any entity to become owner of any of the Target Assets in order for such entity to become the sole creditor under the Bonds and exchange the Bonds for the relevant Target Assets or a change of issuer under the Bonds in order to have such entity acquire the Target Assets by assuming the debt of the Issuer under the Bonds and the Super Senior Bonds;
  - (iv) release any Transaction Security affecting any of the Target Assets, and grant new security over such assets for the benefit of the Secured Parties as the Ad Hoc Committee, the Agent or any of their respective advisors deems appropriate;
  - (v) amending or waiving the Terms and Conditions in any way which the Ad Hoc Committee or the Agent and their respective advisors deems necessary or appropriate in order to effect the Transaction, including but not limited to, any changes required to ensure the super senior ranking of the Liquidity Bridge and a potential change of Issuer;
  - (vi) negotiating and entering into any agreement with Stiftelsen Refectio (or any of its affiliates), or any other trust or other entity which may from time to time hold any Target Assets on behalf of the Bondholders and the Super Senior Bondholders; and
  - (vii) engage and instruct any legal, financial, tax or other advisor and/or consultants which the Ad Hoc Committee or the Agent and their respective advisors considers necessary or advisable to engage in connection with the Transaction or the Bankruptcy Proceedings;
- (e) to agree that any Group Company may incur liabilities under the Liquidity Bridge and to authorise the Ad Hoc Committee to instruct the Agent to, on behalf of the Bondholders, take any action and enter into or deliver, and perform, any agreement or other document directed by the Ad Hoc Committee in order to enter into, provide, perform and ensure the super senior ranking of the Liquidity Bridge and the sharing of the Transaction Security and guarantees, including but not limited to any amendments to the Terms and Conditions, the Transaction Security Documents and/or the Intercreditor Agreement which the Agent, the Ad Hoc Committee and/or any of their respective advisors deems necessary or appropriate in connection therewith;
- (f) to acknowledge and agree that the Agent, acting upon the instruction from the Ad Hoc Committee, is irrevocably and unconditionally authorised on behalf of the Bondholders to take any other actions as are deemed necessary or desirable by the Ad Hoc Committee, the Agent or any of their respective advisors in relation to the Bankruptcy Proceedings or the Transaction;

- (g) to agree that the stipulated time period within which the Bondholder must reply to a request set out in any written procedure under the Bonds must be, counted from the effective date of the communication pursuant to Clause 20.1 of the Terms and Conditions, at least four (4) Business Days (instead of ten (10) Business Days as set out in Clause 20.3(e) of the Terms and Conditions) but, for the avoidance of doubt, not more than twenty (20) Business Days; and
- (h) to ratify and approve any actions taken by the Agent or the Ad Hoc Committee prior to the Effective Date which, if it had been taken after the Effective Date, would have been permitted pursuant to the terms of the Request.

Further details of the Transaction will be published by way of press release as soon as practically possible after its details have been agreed upon.

The Bondholders acknowledge and agree, by voting for the Request, that the Agent, the Ad Hoc Committee and any of their respective advisors when acting in accordance with the authorisation instructions set out in this Section 2, are fully discharged from any liability whatsoever and shall never be responsible for any loss (whether direct or indirect). For the purpose of carrying out the actions described in this Section 2 the Agent shall be entitled to require that the Ad Hoc Committee confirms in advance that any implementation steps are correct and in line with the Request. Further, the Ad Hoc Committee shall always be able to instruct the Agent to initiate a Holder's Meeting or a Written Procedure if, in the Agent's or Ad Hoc Committee's opinion, the decision to be taken is more appropriate to be decided upon by such means.

Clauses 22.3.1 and 22.3.4 of the Terms and Conditions shall apply to this Written Procedure, provided that (i) any reference to "negligence" shall be deemed to be a reference to "gross negligence" and (ii) any reference to "Bondholders" shall include a reference to the Ad Hoc Committee.

A decision to participate in the Written Procedure shall constitute an acknowledgement and acceptance of the disclaimer and limitation of liability set out above under the heading "Important information".

The Ad Hoc Committee have agreed to provide cost cover and indemnification to the Agent in order to carry out the actions described above. Please note that in accordance with the Terms and Conditions, 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, or taking any action at its own initiative, will not be covered, 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.

Further, the Agent is not obligated to follow any instruction from the Ad Hoc Committee in any way that is not, in the opinion of the Agent, in accordance with the terms of the Finance Documents and/or any law or regulation.

### **3. Request**

The Bondholders are asked to confirm that the Bondholders agree to the Request.

### **4. Effective date**

The Request shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite quorum participation and majority vote as set forth in Sections 5.5 (*Quorum*) and 5.6 (*Majority*) or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent (the "**Effective Date**").

## **5. Written Procedure**

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

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

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 15:00 CEST, on 4 October 2024. Votes received thereafter may be disregarded.

### **5.2 Decision procedure**

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

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

Information about the decision taken in the Written Procedure will:

- (a) be sent by notice to the Bondholders; and
- (b) be published on the websites of the Issuer and the Agent.

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

### **5.3 Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date (20 September 2024) in the debt register:

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

### **5.4 Bonds registered with a nominee**

If you are not registered as a direct registered owner as set forth in Section 5.3(a), but your Bonds are held through a registered authorised nominee or another intermediary as set forth in Section 5.3(b), you may have two different options to influence the voting for the Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Holder of the Securities Account, or from each intermediary in the chain of Bondholders, starting with the intermediary that is registered in the debt register as a Holder of the Securities Account as authorised nominee or direct registered owner.

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

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

## **5.5 Quorum**

To approve the Request, Bondholders representing at least twenty (20) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 18.4.6 of the Terms and Conditions with respect to the Request.

## **5.6 Majority**

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

## **5.7 Address for sending replies**

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Bonds are held in custody other than Euroclear Sweden AB, by regular mail, scanned copy by e-mail, or by courier to:

### **By regular mail:**

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Ellos Group AB (publ)  
P.O. Box 7329  
SE-103 90 Stockholm

### **By courier:**

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Ellos Group AB (publ)  
Norrandsgatan 23  
SE-111 43 Stockholm

### **By e-mail:**

voting.sweden@nordictrustee.com



## **6. FURTHER INFORMATION**

For further questions regarding the Request, please contact Fredrik Haräng or Alexander Thörnberg, acting as advisors to the Agent in connection with this Written Procedure with the following contact information:

Fredrik Haräng  
Tel: +46 8 670 64 50  
Email: fredrik.harang@gda.se

Alexander Thörnberg  
Tel: +46 8 670 64 47  
Email: alexander.thornberg@gda.se.

For further questions regarding the Ad Hoc Committee, please contact BAHR (bahrprojectevolve@bahr.no).

For further questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at voting.sweden@nordictrustee.com or +46 8 783 79 00.

---

**Stockholm, 17 September 2024**

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

**Enclosed:**

<b>Schedule 1</b>	Voting Form
<b>Schedule 2</b>	Power of Attorney/Authorisation

# VOTING FORM

## Schedule 1

For the Written Procedure in Ellos Group AB (publ) SEK 1,500,000,000 Senior Secured Callable Floating Rate Bonds 2019/2024 with ISIN SE0012827996.

The undersigned Bondholder or authorised person/entity (the “**Voting Person**”), votes either **For** or **Against** the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Bondholder hereby confirms that this Voting Form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 18.9 of the Terms and Conditions with respect to the Request.

**NOTE:** *If the Voting Person is not registered as Holder, the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 17 September 2024.

☐

**For** the Request

☐

**Against** the Request

Name of the Voting Person:

Capacity of the Voting Person:

Holder:

☐

<sup>1</sup>

authorised person:

☐

<sup>2</sup>

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

Securities Account number at Euroclear Sweden AB:  
(if applicable)

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

Nominal Amount voted for (in SEK):

Contact person, daytime telephone number and e-mail  
address:

\_\_\_\_\_  
Authorised signature and Name <sup>3</sup>

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

<sup>1</sup> When voting in this capacity, no further evidence is required.

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

<sup>3</sup> If the undersigned is not a Holder and has marked the box “authorised person”, the undersigned – by signing this document – confirms that the Holder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

# POWER OF ATTORNEY/AUTHORISATION

## Schedule 2

For the Written Procedure in Ellos Group AB (publ) SEK 1,500,000,000 Senior Secured Callable Floating Rate Bonds 2019/2024 with ISIN SE0012827996.

**NOTE:** This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Holder on the Securities Account, held with Euroclear Sweden AB. It must always be established a coherent chain of power of attorneys derived from the Holder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Holder.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 17 September 2024.

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

\_\_\_\_\_

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

\_\_\_\_\_

Name of Holder or other intermediary giving the authorisation (Sw. *fullmaktsgivaren*):

\_\_\_\_\_

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote in the Written Procedure (and any second Written Procedure) for the Nominal Amount set out above.

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

We are:

☐ Registered as Holder on the Securities Account

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

\_\_\_\_\_

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

\_\_\_\_\_

Name:

Authorised signature of Holder/other intermediary (Sw. *fullmaktsgivaren*)