



Kvalitena AB (publ)

Prospectus regarding listing of bonds

SEK 350,000,000

Stibor three months plus 5.75%

2013/2016

Sole Lead Manager and Bookrunner

ABG SUNDAL COLLIER

Important information

This prospectus (the “**Prospectus**”) has been prepared by Kvalitena AB (publ) (the “**Company**”) in relation to the application for listing of the Company’s SEK 350,000,000 Stibor 3M + 5.75% Bonds 2013/2016 (the “**Bonds**”) at the corporate bond list on NASDAQ OMX Stockholm (“**Nasdaq OMX Stockholm**”). References to “**Stendorren**” or the “**Group**” refer in this Prospectus to Kvalitena AB (publ) and its subsidiaries, unless otherwise indicated by the context. References to the Company only refer to the parent company Kvalitena AB (publ). ABG Sundal Collier AB (“**ABGSC**”) has acted as financial advisor to the Company in connection with the issue of the Bonds.

The Prospectus has been prepared in accordance with the rules and regulations in the Swedish Financial Instruments Trading Act (Sw. lag (1991:980) om handel med finansiella instrument) and Commission Regulation (EC) no 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council. The Prospectus has been approved by and registered with the Swedish Financial Supervisory Authority in accordance with the provisions in Chapter 2, Section 25 and 26 of the Swedish Financial Instruments Trading Act. It should be noted that such approval and such registration does not constitute any guarantee from the Swedish Financial Supervisory Authority that the information in the Prospectus is accurate or complete.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of listing the Bonds at the corporate bond list on Nasdaq OMX Stockholm.

This Prospectus may not be distributed in any country other than Sweden where such distribution or disposal requires additional prospectus, registration or additional measures or is contrary to the rules and regulations in such country. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions.

The Prospectus will be available at the Swedish Financial Supervisory Authority’s web site (www.fi.se) and the Company’s web site (www.stendorren.se). Paper copies may be obtained from the Company.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by auditors. Certain financial information in this Prospectus has been rounded off and, as a result, the numerical figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them. Unless otherwise specified or unless the context otherwise requires “SEK” refers to Swedish kronor.

To the extent this Prospectus contains forward-looking statements and assumptions regarding future market conditions, operations and results, the statements can be included in several sections and include statements concerning the Company’s current intentions, assessments and expectations. The words “consider”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Although the Company believes that the forecasts of, or indications of, future results, performance and achievements are based on reasonable assumptions and expectations, the Company cannot guarantee the materialization of these forecasts. Actual events and financial outcomes may differ significantly from what is described in such statements as a result of risks and other factors affecting the Company’s operations. Such factors of a significant nature are mentioned in the section “Risk Factors”.

The Prospectus shall be read together with all documents which have been incorporated by reference (see Section “Documents incorporated by reference” below) and possible supplements to the Prospectus.

The Prospectus is governed by Swedish law. Disputes concerning, or related to, the contents of this Prospectus shall be the exclusive jurisdiction of the courts of Sweden. The district court of Stockholm (Sw: Stockholms tingsrätt) shall be the court of first instance.

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Risk factors

All investments in bonds involve a degree of risk. The financial performance of Stendörren and the risks associated with Stendörren's business are important when making a decision on whether to invest in the Bonds. A number of factors influence and could influence Stendörren's operations and financial performance and ultimately the Company's ability to make interest payments and payments of principal on maturity. In this Section a number of risk factors are illustrated and discussed, both general risks pertaining to Stendörren's operations and material risks related to the Bonds as a financial instrument. The Section aims at describing the risks associated with Stendörren's operations and by that also the Company's ability to fulfil its obligations according to the terms and conditions for the Bonds. The risk factors below are not ranked in order of importance and no claim is being made that the list is exhaustive.

Potential investors should carefully consider the risk factors below and other information in this Prospectus before deciding on making an investment in the Bonds. An investor must, in addition, alone or together with financial and/or other advisors, consider the general business prospects, other information in the Prospectus and general information about the applicable market and companies active on that market, based on their personal circumstances. An investor should possess sufficient knowledge to assess the risk factors and sufficient financial strength to bear those risks.

Additional risk factors that are not currently known or not currently considered to be material may also affect Stendörren's future operations, performance and financial position, and consequently the Company's ability to meet its obligations under the terms and conditions for the Bonds.

Risks related to Stendörren's business operations

Property values and rental income

The market value of and the rental income from the Company's and the Group's Properties is affected by both a number of property-specific factors, such as rent levels, vacancy levels, operating costs, geographical location, infrastructure and environmental effects of the operations and property market factors in general, such as macroeconomic effects, general economic trends, growth, unemployment levels, the rate of production of new premises, population growth, inflation and interest rates.

If the market value of the Company's and the Group's Properties decreases, a breach of the covenants (such as loan to value covenants) of the loans owed by the Group could occur, which in turn could result in such loans being accelerated prior to maturity and consequently affecting the Group's liquidity. A material decrease of the market value of the Properties would also have a negative impact on the Group's possibilities to dispose of its Properties without incurring losses.

Technical risks

Real estate investments involve technical risks. A technical risk can be defined as the risk related to the technical operation of the property, such as the risk of defects relating to the construction of the property, other latent shortcomings or deficiencies, damages (for instance due to fire or other forces of nature) and environmental hazards. If any technical problems should occur, such occurrence may result in significantly increased costs for the property which in turn may adversely affect the Company's financial position and result.

Operating and maintenance costs

Property management is generally associated with costs for operations and maintenance. Unexpected and extensive maintenance and renovation needs on property owned by the Company or the Group or increases in operating costs could have a negative effect on the Company's earnings and cash flows.

Property disposals and acquisitions

The Terms and Conditions do not contain any limitations on the Company's or the Group's possibilities to dispose of its Properties or to acquire new Properties. This means that the Group's property portfolio may vary substantially over time and there is also a risk that attractive Properties are disposed of whereas less attractive Properties may be acquired or not be disposed of, which in turn could result in the market value of the property portfolio of the Group being substantially lower than at present. This could have a negative impact on the market value of the Bonds. The disposal by the Group of a majority of its Properties could also have a significant negative effect on the Group's cash flow. The disposals could also impact the

Group's financial position in general. Additionally, all property transactions involve uncertainties, such as the risks of losing tenants, environmental considerations, legal risks or technical problems.

Counterparty risk

When there is a risk that the Company's counterparties are unable to fulfil their obligations towards the Company, there is a counterparty risk. The Company's current and potential customers may find themselves in a situation due to financial circumstances where they cannot pay the agreed rent as it falls due or otherwise abstain from fulfilling their obligations. In addition, counterparty risks within the Company's financial operations arise, inter alia, from the investment of excess liquidity, when derivatives are entered into and upon obtaining long-term and short-term credit agreements.

Refinancing risk

The financial costs could be higher and/or the refinancing possibilities could be limited or non-existent when the Bonds or other debt owed by the Company or the Group falls due and needs to be refinanced. This in turn could affect the Company's and/or the Group's liquidity and consequently affect the possibility to repay debt as it falls due.

Interest rate risk

Other than equity, the Group's operations are mainly financed by loans from credit institutions. Interest expenses are therefore one of the Group's main cost items. Interest rate risk is defined as the risk that changes in interest rates affect the Group's interest expense. Interest expenses are mainly affected by, besides the extent of interest-bearing debt, the level of current market interest rates, credit institutions' margins and the Company's strategy regarding interest rate fixation periods. The Swedish market for interest rates is mainly affected by the expected inflation rate and The Swedish National Bank's (Sw. Riksbanken) repurchase rate (Sw. reporäntan).

Several of the Group's credit agreements include floating interest rates. The Group uses interest rate derivatives, mainly interest rate swaps, to manage interest rate risk. The interest rate derivatives are reported at fair value in the balance sheet and with changes in value in the profit and loss account. The derivatives constitute a hedging against higher interest rates, but this also implies that the market value of the Group's interest rate derivatives decreases if the market interest rates decrease, which in turn has a negative impact on the Company's financial position and result.

New or amended legislation

A change in the current tax legislation resulting in increased property tax or reduced possibilities for interest deductions would result in the Group facing an increased tax burden which could affect the Group's result and financial position. New legislation or regulations or changes regarding the application of existing legislation or regulations, which are applicable to the Company's operations or its clients or the Bonds, may adversely affect the Company's business or an investment in the Bonds.

Risks relating to the Bonds

Credit risk

Investors in the Bonds are exposed to credit risk in relation to the Company. An investor's possibility to obtain payment in accordance with the Terms and Conditions is therefore dependent on the Company's ability to meet its payment obligations. The Company's financial position is affected by a number of factors, some of which have been described herein. An increase in credit risk may also cause the market to price the Bonds with a higher risk premium, which could adversely affect the value of the Bonds.

Currency risks

The Company will pay interest and the principal amount of the Bonds in SEK (the lawful currency in Sweden). This will incur currency exchange risks if the investor's operations are mainly conducted in a different currency. A currency exchange risk involves a risk for significant currency exchange rate movements, including devaluation and revaluation, as well as the risk for implementation or amendments to existing currency regulations. A strengthening of the investor's base currency compared to the currency in which the placement is denominated decreases the value of the placement for the investor. Governments and authorities can implement currency controls or currency regulations that will have an impact on the currency exchange rate. The result could be that a Bondholder receives a lower rate of return, final payment or nominal amount than expected.

Risk related to the security package

The Bonds are secured by a pledge over the shares in Fastighets AB Bodarne 11 ("Bodarne"). Bodarne's main asset as of the date hereof is the property Stockholm Bodarne 11, which is subject to security in favour of the main credit provider of Bodarne. There is risk that the value of the security will decrease significantly (as a result of e.g. a decrease in the value of the Property owned by Bodarne, the relevant tenants entering into financial difficulties, the relevant lease agreements being terminated, a default under the credit agreements entered into by Bodarne or the enforcement by the pledgor of its pledge over Stockholm Bodarne 11), in which case any proceeds from enforcement of the security may be limited.

Bankruptcy and similar events and risk of priority

The Company has, as part of its financing, incurred debts to credit institutions. Certain real estate and share certificates in the Company's real estate owning subsidiaries have in connection therewith been pledged as security. Such loans normally constitute a preferential claim on the Company. The Company intends to continue seeking appropriate and profitable financing in which case further pledges, as part of such new loans, may be provided.

The Bonds are partly secured obligations of the Company. However, to the extent that the value of the security does not cover the amounts outstanding under the Bonds, the Bondholders normally receive payment after any prioritised creditors in the event of the Company's liquidation, company reorganisation or bankruptcy. Every investor should be aware that by investing in the Bonds, it risks losing the entire, or parts of, its investment in the event of the Company's liquidation, bankruptcy or company reorganisation.

Voluntary early redemption

In certain cases, the Company has pursuant to the Terms and Conditions the right to redeem the Bonds prior to the Maturity Date. Such a right for the Company could affect the market value of the Bonds. During a period when the Company is entitled to voluntarily redeem the Bonds, the market value of the Bonds will most likely not be significantly higher than the redemption price set out in the Terms and Conditions. Such effects could also arise prior to the actual redemption period.

The Company could exercise its right to early redemption of the Bonds when the market value of the Bonds 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 Bonds. 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.

Mandatory early redemption

Upon the occurrence of certain events, the Company is obliged under the Terms and Conditions to mandatorily redeem the Bonds with a sixty (60) days' notice period at a price and on the terms set out in the Terms and Conditions. If this occurs, the Company will be exposed to an increased liquidity risk, i.e. the risk that the Company 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.

Secondary market and liquidity risk

Even if the Bonds are to be listed on a regulated market such as NASDAQ OMX Stockholm and available for trading on that market, there may not always be a demand for, and trade in, the Bonds. This can result in investors being unable to sell their Bonds at a desired time or to a return which is comparable to similar investments that have an existing and functioning secondary market. This lack of an efficient market place and a liquid secondary market may adversely affect the market value of the Bonds.

Euroclear

The Bonds are connected to Euroclear's account-based system, which means that no physical Bonds have been or will be issued. Clearing and settlement relating to the Bonds, as well as payment of interest and redemption of the principal amount of the Bonds, will be performed within Euroclear's account-based system. The investors are therefore dependant on the functionality of Euroclear's account-based system.

Meeting of Bondholders

The Terms and Conditions include certain conditions regarding the meeting of Bondholders. Such meetings may be held in order to resolve matters relating to the Bondholders' interests under the Bonds. The Terms and Conditions allow for stated

majorities to bind all Bondholders, including Bondholders who have not participated in or voted at the actual meeting in question or who have voted differently than the required majority, to decisions that have been taken at a duly convened and conducted Bondholders' meeting.

Responsible for the information in the Prospectus

The Company issued the Bonds referred to in this Prospectus on 5 April 2013 in accordance with the empowerment from the Board of Directors. The Prospectus has been prepared for the purpose of listing the Bonds at Nasdaq OMX Stockholm and in accordance with the Commission Regulation (EC) no 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council and the rules and regulations in Chapter 2 of the Swedish Financial Instruments Trading Act.

The Company is responsible for the contents of this Prospectus. The Company hereby assures that the Company has taken all reasonable care to ensure that the information in the Prospectus, to the best of the Company's knowledge, is in accordance with the actual conditions and that no information has been omitted which may serve to distort the picture of the Company. The information in the Prospectus and in the documents incorporated by reference which derive from third parties has, as far as the Company knows and can judge on basis of other information made public by the respective third party, been correctly represented and no information has been omitted which may serve to render the information misleading or incorrect. The Board of Directors of the Company is responsible for the contents of this prospectus only to the extent provided by Swedish law. The Board of Directors hereby assures that the Board of Directors has taken all reasonable care to ensure that the information in the Prospectus, to the best of the Board of Directors' knowledge, is in accordance with the actual conditions and that no information has been omitted which may serve to distort the picture of the Company.

1 October 2013

Kvalitena AB (publ)

The Board of Directors

The Bonds in brief

This Section contains a general and broad description of the Bonds and is not a comprehensive description of the Bonds. Potential investors should therefore carefully consider the Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Bonds. The full terms for the Bonds can be found in the Section "Terms and conditions".

Concepts and terms defined in the Section "Terms and conditions" or anywhere else in the Prospectus are used with the same meaning in this Section unless otherwise is explicitly understood from the context.

Issuer:	Kvalitena AB (publ), corp. reg. no. 556527-3314.
Business description:	Stendörren is a privately owned Swedish real estate company founded in 1995. The Company is the parent company of the Group, consisting of a number of subsidiaries holding real estate assets. Stendörren's strategy is to own and develop residential and commercial properties primarily in the Greater Stockholm area. The portfolio of investment properties consist of: residential properties located in the Greater Stockholm; commercial properties located in the Greater Stockholm and Nyköping areas; and building rights located in the Greater Stockholm area.
The Bonds:	The Bonds constitute unsubordinated, direct, unconditional, partly secured and freely transferable obligations of the Company
Security for the Bonds:	Pledge of the shares in Fastighets AB Bodarne 11 (reg. no. 556685-8097) holding one property located on Strandvägen 11, Stockholm constitutes security for the Bonds.
ISIN-code and short code:	ISIN: SE0004868727. Short code: KVAO 101 O2.
Registration at Nasdaq OMX Stockholm:	Application for registration of the Bonds at Nasdaq OMX Stockholm will be submitted in conjunction with the Swedish Supervisory Authority's approval of this Prospectus. There is no guarantee that such application will be approved.
Loan amount:	The aggregate amount of the bond loan is an amount of SEK 350,000,000 under 350 Bonds.
Issue date:	5 April 2013.
Redemption date:	The date falling three years after the Issue Date or such earlier date as may be the case pursuant to the Terms and Conditions.
Nominal value and round lot:	The bond loan is represented by Bonds, each of a nominal amount of SEK 1,000,000, which is also the minimum round lot.
Interest rate:	The Bonds carry a floating interest rate of STIBOR (3 months) increased with 575 basis points per annum.
Interest payment date:	Interest will be paid on the 5 January, 5 April, 5 July and 5 October each year, with the first interest payment on the 5 July 2013 and the last 5 April 2016.
Early redemption by the	All Bonds, but not only some, can be redeemed early at the option of the Company. The Bonds shall be redeemed at an early redemption amount (in addition to accrued interest, if any) equal

Company:	to: <ul style="list-style-type: none"> ▪ 103.50 per cent of the Nominal Amount during the period from the first anniversary of the Issue Date up to but not including the second anniversary of the Issue Date; and ▪ 101.50 per cent of the Nominal Amount during the period from the second anniversary of the Issue Date up to and including the day before the Redemption Date; and ▪ 100.00 per cent of the Nominal Amount during the period from the ninety days before the Redemption Date provided that the Voluntary Early Redemption is financed by way of another issue of bonds which the Bondholders may subscribe for, together with accrued interest.
Early redemption on the occasion of change of control:	Upon the event of a change of control each Bondholder has the right to call for an early redemption of relevant holder's all Bonds in their entirety. The Bonds shall be redeemed at the Nominal Amount of the relevant Bonds together with accrued interest.
Undertakings:	The Company has, among other, undertaken to procure that as long as any Bond is outstanding: <ul style="list-style-type: none"> ▪ Loan to value shall be 80 per cent or less; ▪ The interest coverage ratio shall not be less than 1.25:1; and ▪ Not to make any distribution to shareholders in excess of 50 per cent of the Group's consolidated net profit for the previous financial year. For a full review of all undertakings in conjunction with the Bonds and definition of above mentioned undertakings, see paragraph 10 in the Section "Terms and conditions".
Credit risk rating:	Neither the Company nor the Bonds have been assigned an official credit rating from a Credit rating agency or similar.
Euroclear registration:	The Bonds are affiliated to Euroclear Sweden AB's, corp. reg. no. 556112-8074, Box 191, 101 23 Stockholm, ("Euroclear") account-based system, why no physical notes have been, or will be, issued. Clearing and settlement relating to the Bonds are carried out within Euroclear's book-entry system as well as payment of interest and repayment of the principal. Payment of principal and interest as well as, if applicable, withholding of preliminary tax will be made by Euroclear.
Agent	Swedish Trustee AB (publ) is acting as Agent in relation to the Bonds.
Bondholders' meeting	The Terms and Conditions contain provisions regarding meeting of Bondholders. Please refer to the Section "Terms and conditions" for more information.
Issuing agent	ABG Sundal Collier Norge ASA.
Governing law and jurisdiction	The Bonds shall be governed by and construed in accordance with the laws of the Kingdom of Sweden. Any dispute or claim arising in relation to the Bonds shall be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.

The Company and its operations

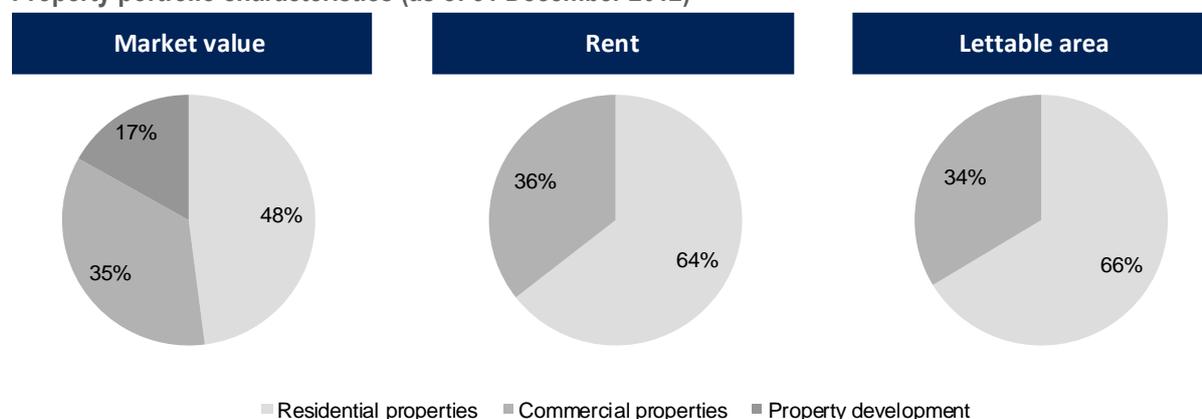
History and development

The Company, Kvalitena AB (publ), was incorporated in 1995 and is organized under the laws of the Kingdom of Sweden with corporate reg.no 556527-3314. The registered office of the Company is in the municipality of Lidköping and the Company's registered address is Esplanaden 44, SE-531 50 Lidköping, Sweden. Its trade name (i.e. the name used for marketing purposes) is Stendörren.

According to the Company's articles of association, adopted on 14 November 2012, the objects of the Company are to manage property and other capital assets, develop companies who carry out sales of industrial and consumer goods within auto and communication as well as education and consulting operations within business, computer and language areas and quality issues and to carry out other activities compatible therewith.

The Group's primary focus is to own and develop residential and commercial properties primarily in the Greater Stockholm area and in the Nyköping area. The property portfolio is valued to SEK 3,408m as of 31 December 2012.

Property portfolio characteristics (as of 31 December 2012)



Residential properties

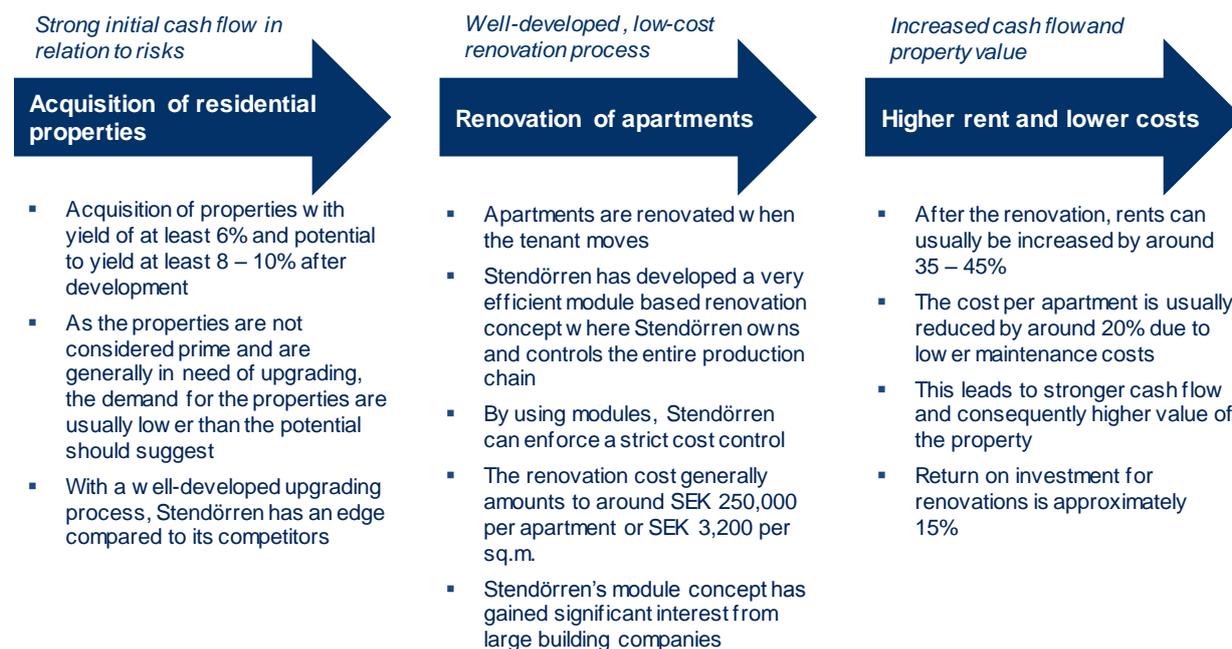
Properties in brief

Stendörren's residential properties are valued to SEK 1,965m by Savills and the main holdings are located in Kista, Spånga and Huddinge as of 31 December 2012. In addition, Stendörren has a 45% interest in mixed residential property in Vårberg (Vårberg Centrum). Vacancies in all properties are low and mainly attributable to refurbishments.

Residential strategy in brief

- The Group invests in residential properties yielding at least 6%, with potential to yield at least 8 to 10% after development
- The properties are situated in areas with potential to obtain building rights corresponding to 20% of the existing buildings

Residential properties business model



Commercial properties

Properties in brief

Stendörren's commercial properties are valued to SEK 1,443m and located in the Greater Stockholm area, Nyköping area and Linköping as of 31 December 2012. The Group is currently focusing the portfolio to the Greater Stockholm and Nyköping areas. The properties contain a mix of office, light industry, warehouse and retail. Average vacancies of the commercial properties are below 2% as of 31 December 2012.

Commercial strategy in brief

- Stendörren invests in commercial properties yielding 7 to 10% with potential to increase rental levels, decrease vacancy or develop (e.g. through building rights)
- The properties are situated in attractive areas characterized by growth
- The properties should not be dependent upon one tenant or application

Building rights

Building rights in brief

Stendörren has a high quality portfolio of building rights and potential building rights totalling more than 1,000 apartments in the Greater Stockholm area. In total, Stendörren has 129,000 sq.m. of potential building rights of which 70,400 sq.m. are zoned as of 31 December 2012. The Group focuses on transforming undeveloped land into land with zoning permission with limited or no ambition to take on construction risk.

Legal structure

The Company (Kvalitena AB (publ)) is the parent company of the Group. The Company had 20 subsidiaries and sub-subsidiaries as of the date the Prospectus. The Group holds most of its real estate through subsidiaries and sub-subsidiaries and is consequently dependent on such group companies for the generation of profits and cash flow to service its payment obligation under the Bonds.

Share capital, shares and shareholders

According to the Company's current Articles of Association adopted on 14 November 2012, the share capital shall be not less than SEK 500,000 and not more than SEK 2,000,000. The number of shares shall be not less than 5,000 and not more than 20,000. As of the date of this Prospectus, the share capital amounts to SEK 500,000 divided into 5,000 shares which each have a nominal value of SEK 100. Each share has one voting right and all shares have equal rights to the Company's profits and assets.

Shareholder	Number of shares	% of capital and votes
Dorco International B.V.*	4,500	90.0%
Scanvik AB**	500	10.0%
Total shareholders	5,000	100.0%

* Controlled by Lars Andersson, Chairman of the Board

** Controlled by Claes Wollter, Board member

Board of Directors, Management Team and Auditors

Board of Directors

Name	Position	Selected current assignment(s)	Selected previous assignments
Lars Andersson	Chairman of the Board	Board member in various subsidiaries within the Group	CEO Kilafors Industri AB, Market director Bilvex AB
Claes Wollter	Board member	Chairman, Scanvik Gruppen, Board member Portalben B.V.	CEO and owner Scanvik Gruppen
Thomas Kjessler	Board member	Board member in various subsidiaries within the Group	Chief lawyer SIAR-Bossard AB
Magnus Sundström	Board member	Board member of AB 1909 i Sigtuna and B2B IT-Partner AB	CEO AMKO Gruppen, Sales Manager Independent AB

Management Team

Name	Position	Other assignment(s)	Selected previous assignments
Knut Pousette	CEO	Chairman or Board member in all subsidiaries to the Company, Board member Fredrikshovs slottskola	CEO Storholmen förvaltning AB, management and strategy consultant Klaraberg Business Advisors AB, CEO Gut Falkenhagen GbR
Harald Pousette	CFO	Chairman PBD Svenska Schakt AB and Huntyard & Aqua AB, Member Swedish Childhood Cancer Foundation's Finance Committee	CEO The Collings Group Nordic, VP Dresdner Kleinwort Wasserstein
Hans Lycketorp	Head of Leasing	None	Business Development Director and member of management group Jones Lang LaSalle
Peder Johnson	Senior Advisor	Board member Tobin Properties, Storsudets Fastighetsutveckling AB, Magnusson Fine Wines AB and Franska Skolan	CEO Stendörren Fastigheter AB, Storholmen Förvaltning AB and Sandys AB

The office address of the Board of Directors and the Management Team is the registered office of the Company (please refer to the "Addresses" section below).

Auditors

Authorized public accountants Tord Axelsson from Öhrlings PricewaterhouseCoopers AB and Martin Dagermark, MAZARS SET Revisionsbyrå AB are appointed auditors for the Company. Tord Axelsson and Martin Dagermark are members of FAR. Tord Axelsson, Öhrlings PricewaterhouseCoopers AB has been the responsible auditor since 2000.

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MAZARS SET Revisionsbyrå AB
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Tel: +46 16 12 58 70
Web page: www.mazars.se

Recent events and trends etc.

Trend information

There has been no material adverse change in the prospects of the Company since the date of the its last published audited financial statements.

On the 3 September 2013, it was made public that Stendörren acquires 80 per cent of the shares in D. Carnegie & Co Aktiefbolag (corp. reg. no. 556498-9449) ("**D.Carnegie**") for a total consideration of SEK 2,400,000. It was also announced that D.Carnegie is exploring the opportunity to carry out a directed share issue for Stendörren regarding residential properties and subsequently start a process to list D.Carnegie's share on NASDAQ OMX First North or an equivalent exchange.

Significant adverse changes

No significant negative changes of Stendörren's prospects, financial position or market position have occurred between the publication of the annual report for 2012 and the completion of this Prospectus.

Conflicts of interests

To the Company's knowledge, none of the members of the Board of Directors or the Management of the Company has a private interest that may be in conflict with the interests of the Company. Members of the Board of Directors are however likely to have a financial interest in the Company through their direct or indirect holding of shares in the Company.

Although the Company is not currently aware of any conflicts of interest, it cannot be excluded that conflicts of interest may come to arise between companies in which members of the Board of Directors and members of the management have duties, as described above, and the Company.

Legal considerations and supplementary information

Material agreements

No member of the Group is party to any material agreement outside of the ordinary course of business which could result in such member having a right or an obligation that could materially affect to the Company's ability to meet its obligations to the bondholders.

Litigation

The Company is not currently, and has not within the last twelve months been, subject to any material court or administrative proceedings which could have a significant effect on the Company's or the Group's financial position or profitability. The Company is not aware of any legal proceedings or arbitration proceedings that could arise and which could have a significant effect on the Company or the Group's financial position or profitability.

Costs associated with listing of the Bonds

ABGSC acted as financial advisor to the Company in conjunction to the issue of the Bonds as well as Issuing Agent for the Bonds. For these services ABGSC received remuneration. ABGSC receive no additional remuneration for assisting the Company in conjunction with the listing of the Bonds. The Company estimates that the aggregated cost for listing the Bonds amounts to SEK 200,000. This includes, among others, consultant fees, costs for approval of the Prospectus by the Swedish Financial Supervisory Authority and fees to Nasdaq OMX Stockholm.

Documents available for inspection

Copies of the following documents can be obtained from the Company in paper format during the validity period of the Prospectus at the Company's head office.

- The Company's articles of association
- All documents which – by reference – are a part of the Prospectus

Documents incorporated by reference

In this Prospectus the following documents are incorporated by reference. The documents have been made public and have been submitted to the Swedish Financial Supervisory Authority.

Reference	Document
Financial information regarding the Company's business, 2012	Supplementary financial information for the financial year ended 31 December 2012, page 2-11
Auditor's report for the financial year ended 31 December 2012	Supplementary financial information for the financial year ended 31 December 2012, page 12
Financial information regarding the Company's business, 2011	Stendörren's consolidated annual report for the financial year ended 31 December 2011, page 4 – 15
Auditor's report for the financial year ended 31 December 2011	Stendörren's consolidated annual report for the financial year ended 31 December 2011, page 16

The financial information in Stendörren's consolidated annual reports for 2011 and 2012 has been audited.

Investors should read all information which is incorporated in the Prospectus by reference. The documents can be obtained in paper format at the Company's head office.

Addresses

Kvalitena AB (publ)

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Terms and conditions

**KVALITENA AB (PUBL)
UP TO SEK 350,000,000
STIBOR THREE MONTHS PLUS 5.75 % BONDS 2013/2016
SERIES NO. 1, ISIN SE0004868727**

DATED 26 MARCH 2013

The distribution of this document and the private placement of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Company to inform themselves about, and to observe, such restrictions.

*The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the “**Securities Act**”) and are subject to U.S. tax law requirements. Subject to certain exemptions, the Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons. Any U.S. person acquiring Bonds under such applicable exemptions may only do so for investment purposes and not with a view to distribution or resale, and Bonds so acquired may not be sold, assigned, pledged, hypothecated or otherwise transferred without an effective registration statement for such Bonds under the Securities Act and applicable State securities laws or an opinion of counsel acceptable to the Company to the effect that registration is not required under such Act and such State securities laws.*

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Definitions

For the purpose of these Terms and Conditions the following definitions shall apply:

“Account Operator”	means a bank or other party duly authorised to operate as an account operator (<i>Sw. kontoförande institut</i>) pursuant to the Financial Instruments Accounts Act and through which a Bondholder has opened a CSD Account in respect of the Bonds;
“Adjusted Nominal Amount”	means the outstanding Aggregate Nominal Amount of the Bonds not held by the Company, any Group Company or any person or persons over whom the Company, directly or indirectly, has decisive influence or any person or persons that, directly or indirectly have decisive influence over the Company;
“Agency Agreement”	means the agency agreement entered into on or about the date hereof between the Company and the Agent;
“Agent”	means Swedish Trustee AB (publ), reg. no. 556882-1879, Strandvägen 35, 114 56 Stockholm, Sweden, or any other agent which from time to time represents the Bondholders pursuant to these Terms and Conditions;
“Aggregate Nominal Amount”	shall have the meaning set forth in Condition 2.1;
“Bond”	means a debt instrument (<i>Sw. skuldförbindelse</i>) of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which has been issued by the Company pursuant to these Terms and Conditions;
“Bondholder”	means a person registered on a CSD Account as holder or otherwise is entitled to receive payment in respect of a Bond in accordance with these Terms and Conditions;
“Business Day”	means a day which is not a Saturday, Sunday or another public holiday or which in respect of payment of promissory notes is equal to a public holiday in Sweden;
“Cash Equivalent Investments”	means (i) immediately available funds in bank or postal accounts and (ii) marketable debt securities held for cash management purposes that can be realised promptly and which have a credit rating of either A-1 or higher by Standard & Poor’s Rating Services or F1 or higher by Fitch Ratings or P-1 or higher by Moody’s Investor Services Limited, or, if no rating is available in respect of the commercial paper or debt securities, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;
“Change of Control”	means any event whereby Dorco International B.V. no longer owns or controls more than fifty (50) per cent of the total outstanding shares and votes in the Company;
“Company”	means Kvalitena AB (publ), reg. no. 556527-3314, Esplanaden 44, 531 50 Lidköping, Sweden;
“Companies Act”	means the Swedish Companies Act (<i>Sw. Aktieförhållanden (2005:551)</i>);
“CSD”	means the Company’s central securities depository and registrar in respect of the Bonds, from time to time, initially Euroclear Sweden AB, reg. no. 556112-8074, Box 191, 101 23 Stockholm, Sweden;

“CSD Account”	means a securities account (account for shares and other securities (Sw. <i>avstämningskonto</i>)) according to the Financial Instruments Accounts Act in which each Bondholder’s holding of Bonds is registered;
“Financial Indebtedness”	means any indebtedness on a consolidated Group level for or in respect of: <ul style="list-style-type: none"> (a) monies borrowed; (b) any amount raised pursuant to the issue of any Market Loans; (c) any amount of any liability in respect of any hire, purchase or leasing which, in accordance with GAAP, would be treated as a financial or capital lease; (d) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (e) any derivative transaction (however when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (f) any counter-indemnity obligation in respect of any guarantee, letters of credit or any other instrument issued by a bank or a financial institution; (g) other transactions that have the commercial effect of borrowings or otherwise classified as borrowings under GAAP; and (h) any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above;
“Finance Costs”	means, for any relevant period, the aggregate amount of interest costs (however excluding any interest on any intragroup loans and any prepayment fees in respect of borrowings), commission, fees, discounts, premiums or charges in respect of borrowings whether paid or accrued by the Group, including all payments relating to the realised net effect of any interest rate hedges but excluding the unrealised effect of any interest rate hedges, fees paid to the Agent pursuant to the terms of these Terms and Conditions or the Agency Agreement and any unrealised or realised losses pursuant to foreign exchange transactions;
“Financial Instruments Accounts Act”	means the Swedish Financial Instruments Account Act (Sw. <i>Lag (1998:1479) om kontoföring av finansiella instrument</i>);
“GAAP”	means, if applicable, IFRS or otherwise the generally accepted accounting practice and principles in Sweden applicable to the business that the Company conducts, currently in accordance with the Swedish Annual Accounts Act (Sw. <i>Årsredovisningslag (1995:1554)</i>) as well as recommendations and opinions issued by the Swedish Financial Accounting Standards Council (Sw. <i>Bokföringsnämnden</i>);
“Group Company”	means each member of the Group other than the Company;
“Group”	means the Company and the Company’s subsidiaries, where subsidiary means such enterprises that are considered to be subsidiaries pursuant to Chapter 1 Section 11 and 12 of the Companies Act;
“IFRS”	means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements;
“Interest Coverage Ratio”	means, expressed as a percentage, the ratio of the Net Operating Income to the Finance Costs;
“Interest Determination	

Date	means each date falling two (2) Business Days before the first date of an Interest Period;
“Interest Payment Date”	means the dates interest will be paid, in each case subject to Condition 6.3, being quarterly from the Issue Date, i.e. on 5 July, 5 October, 5 January and 5 April each year and on the Redemption Date, or, if such date is not a Business Day, adjusted in accordance with Condition 6.3.3;
“Interest Period”	means (a) the period starting on (but excluding) the Issue Date and ending on (and including) the next following Interest Payment Date and subsequent thereto (b) each period starting on (but excluding) an Interest Payment Date and ending on (and including) the next following Interest Payment Date (provided that an Interest Period never shall extend beyond the Redemption Date);
“Interest Rate”	means STIBOR 3 months plus 5.75 per cent per annum;
“Issue Date”	means 5 April 2013;
“Issuing Agency Agreement”	means the issuing agency agreement entered into on or about the date hereof between the Company and the Issuing Agent;
“Issuing Agent”	means initially ABG Sundal Collier Norge ASA, P.O. Box 1444 Vika, Oslo, Norway or such issuing agent that the Company, from time to time, appoints to manage certain tasks in accordance with these Terms and Conditions;
“Loan to Value”	means, at any time, expressed as a percentage, the ratio of <ul style="list-style-type: none"> (a) the outstanding Financial Indebtedness (excluding guarantees and similar arrangements as well as any intra group loans); to (b) the aggregate market value of the Properties as set out in the latest valuations, or, when a Property has been newly acquired and up until a valuation is made in accordance with these Terms and Conditions, the purchase price for such Property; and (c) an amount equal to the costs and expenses paid in relation to any on-going value enhancing investments in the Properties and any costs and expenses paid in relation to any value enhancing investments in the Properties completed since the latest valuation; and (d) cash and Cash Equivalent Investments;
“Majority”	shall have the meaning set forth in Condition 12.3;
“Market Loan”	means debt raised by issuance of commercial paper, subordinated debentures, certificates, bonds, notes or other securities (including debt raised under medium term note programmes or other debt issuance programmes) which are or can be admitted for trading on a Swedish or foreign regulated market;
“NASDAQ OMX”	means NASDAQ OMX Stockholm AB, reg. no. 556383-9058, 105 78 Stockholm, Sweden;
“Net Operating Income”	means the Operating Income less the Operating Costs;
“Nominal Amount”	shall have the meaning set forth in Condition 2.1;
“Operating Costs”	means, for the relevant period, the: <ul style="list-style-type: none"> (a) utilities charges relating to the Properties (such as electricity, water, heating, oil, gas, sewerage, cleaning, snow clearance and sanding and other similar costs, as applicable);

	<ul style="list-style-type: none"> (b) costs for repair and maintenance not exceeding what is necessary to maintain the current quality of the Properties (excluding, for the avoidance of doubt, all capital expenditure); (c) taxes directly attributable to the Properties (including non-refundable VAT and excluding, for the avoidance of doubt, any taxes on the net profit of the Group); (d) insurance premiums under insurance policies relating to the Properties; and (e) any other operating cost relating to the day-to-day business of the Properties and incurred in accordance with prudent real property management to the extent they are not fully recovered from the relevant tenant; and (f) any general administration costs of the Company not relating to a specific Property or specific Properties (for the avoidance of doubt excluding any costs associated with development);
“Operating Income”	means, for the relevant period, the rental income in respect of the Properties;
“Pledge Agreement”	means the pledge agreement regarding the shares in Fastighets AB Bodarne 11 (reg. no. 556685-8097) dated on or about the date hereof and entered into between the Agent (on its own behalf and on behalf of the Bondholders) and the Company;
“Properties”	means the properties and lease-hold rights (Sw. <i>tomträtter</i>) owned by the Group from time to time;
“Put Option Exercise”	shall have the meaning set forth in Condition 8 (<i>Bondholders’ Put Option</i>)
“Qualified Majority”	shall have the meaning set forth in Condition 12.3;
“Quarter Date”	means 31 March, 30 June, 30 September and 31 December each year;
“Record Date”	means the fifth (5 th) Business Day prior to a payment date or, if at the relevant time another Business Day which falls closer to the relevant payment date is generally applied in the Swedish bond market for such a payment, such other Business Day;
“Redemption Date”	means the date falling three (3) years after the Issue Date (ie 5 April 2016) or such earlier date as may be the case pursuant to the provisions of Conditions 8 (<i>Bondholders’ Put Option</i>) or 12 (<i>Acceleration of the Bonds</i>);
“Relevant Action”	shall have the meaning set forth in Condition 13.2.2;
“Restricted Payment”	shall have the meaning set forth in Condition 10.1;
“SEK”	means Swedish krona, the lawful currency of Sweden;
“Senior Market Loan”	means a Market Loan which is secured by mortgages over certain of the Properties;
“STIBOR”	means the interest rate which, as at 11.00 am (Stockholm time) on the relevant Interest Determination Date, is displayed on Reuters’ page “SIOR” (or any other system or other page which replaces the mentioned page);
“Terms and Conditions”	means these terms and conditions;
“Voluntary Early Redemption”	shall have the meaning set forth in Condition 9.1; and

“Voluntary Early Redemption Date”

shall have the meaning set forth in Condition 9.1.

1 The Amount of the Bonds, Undertaking to Make Payments and Purpose

- 1.1 The aggregate amount of the bond loan will be an amount of up to SEK 350,000,000 (three hundred and fifty million) (“**Aggregate Nominal Amount**”) and will be represented by Bonds, each of a nominal amount of SEK 1,000,000 (one million) (“**Nominal Amount**”).
- 1.2 The Company undertakes to repay the Bonds, to pay interest and to otherwise act in accordance with and comply with these Terms and Conditions.
- 1.3 The proceeds of the issue shall be applied by the Company towards investments and general corporate purposes.
- 1.4 The Company may elect to not issue the full amount of Bonds on the Issue Date and may in such case elect to issue additional Bonds (up to the maximum amount) on one or more subsequent dates.

2 Status and Transferability

- 2.1 The Bonds constitute unsubordinated, direct, unconditional, partly secured and freely transferable obligations of the Company.
- 2.2 For the avoidance of doubt, all transfers of Bonds are subject to the terms of these Terms and Conditions and these Terms and Conditions are automatically applicable to all Bond transferees upon a completed transfer.

3 Interest

The Bonds will bear interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to, and including, the Redemption Date. The interest will be paid in arrears on each Interest Payment Date and shall be calculated on an Actual/360-days basis.

4 Bonds in Book-Entry Form

- 4.1 The Bonds will be issued in accordance with the Financial Instruments Accounts Act and registered on behalf of each Bondholder on a CSD Account. No physical notes will be issued. Registration requests relating to the Bonds shall be directed to an Account Operator. Those who, according to assignment, pledge, the provisions of the Swedish Children and Parents Code (Sw. *Föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlement to receive payment.
- 4.2 The Company shall be entitled to obtain information from the register of Bondholders kept by the CSD in respect of the Bonds (Sw. *skuldbok*). At the request of the Agent, the Company shall request and provide such information to the Agent or provide the Agent with a power of attorney authorising the Agent to obtain the relevant information directly from the CSD.

5 Acquisition of Bonds by the Company, Redemption of the Bonds and Payments

5.1 Redemption at Maturity

Unless previously redeemed, purchased or cancelled in accordance with these Terms and Conditions, the Company shall redeem all outstanding Bonds on the Redemption Date at their Nominal Amounts.

5.2 The Company's purchase of the Bonds

Subject to applicable law, the Company may at any time purchase Bonds on the market or in any other manner. The Bonds held by the Company may at the Company's discretion be retained, sold or cancelled by the Company.

5.3 Payments of principal and Interest

- 5.3.1 Payment of the Nominal Amount and accrued interest will be made to the person who is a Bondholder on the relevant Record Date.
- 5.3.2 If a Bondholder has, through an Account Operator, registered that capital and interest 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 Bondholder at the address registered with the CSD on the Record Date.
- 5.3.3 Except as otherwise stated in these Terms and Conditions, if a payment is due on a day which is not a Business Day, the due date for such payment shall instead be the following Business Day. If the extension of the due date would mean that the payment is due in the following calendar month, then the due date for payment shall instead be the preceding Business Day.
- 5.3.4 Should the CSD, due to a delay on behalf of the Company or some other obstacle, not be able to effect the payment of amounts in accordance with the aforesaid, the CSD will pay such amount to the Bondholders, being Bondholders on the Record Date, as soon as possible after such obstacle has been removed.
- 5.3.5 If a person to whom payment has been made in accordance with the above was not entitled to receive such payment, the Company and the CSD shall nevertheless be deemed to have fulfilled their obligations, provided that the Company and/or the CSD did not have knowledge that such payment was made to a person not entitled to receive such amount and provided that the Company and/or the CSD acted with normal care.

6 Default Interest

- 6.1 If the Company fails to pay any amount due, the Company shall pay default interest on such amount at a rate corresponding to the Interest Rate plus two (2) percentage units, from (but excluding) the date on which such payment was due up to and including the date of actual payment. Accrued default interest shall not be capitalised.
- 6.2 If the delay is due to the existence of an obstacle for the Agent or the CSD, respectively, as set out in Condition 20.1, the default interest shall not exceed the Interest Rate.

7 Bondholder's Put Option

- 7.1 Upon the occurrence of a Change of Control and after the Company has given notice thereof in accordance with Condition 18 (*Notices*) to the Agent (who in turn shall immediately notify the Bondholders) as soon as possible after such a Change of Control has taken place, the Company shall at the option of a Bondholder, upon such Bondholder giving not less than sixty (60) days' notice to the Agent (who in turn shall immediately notify the Company and the Issuing Agent) in accordance with Condition 18 (*Notices*) ("**Put Option Exercise**") redeem such Bond in its entirety on the last Business Day, which falls in the calendar month immediately following the calendar month in which the relevant notice of Put Option Exercise was received by the Agent (the "**Put Option Exercise Date**").
- 7.2 Bonds redeemed in accordance with Condition 8.1 shall be redeemed at onehundredandone (101) per cent of the Nominal Amount together with accrued interest in accordance with Condition 4 (*Interest*) from (but excluding) the preceding Interest Payment Date (or, if such date has not occurred, the Issue Date) up to and including the Put Option Exercise Date.
- 7.3 Upon redemption in accordance with this Condition 8 of only some but not all Bonds, the relevant Bondholder shall transfer the relevant Bonds to a CSD Account as directed by the Issuing Agent. Once the Issuing Agent has received the relevant Bonds, the Issuing Agent shall immediately transfer such Bonds to the CSD for cancellation.

8 Voluntary Early Redemption

- 8.1 The Company may redeem all, but not less than all, Bonds on any Business Day falling after the first (1) anniversary of the Issue Date (a "**Voluntary Early Redemption**") by giving notice to the Agent (who in turn

shall immediately notify the Bondholders) in accordance with Condition 18 (*Notices*) not less than thirty (30) days and not more than sixty (60) days prior to the proposed redemption date (the “**Voluntary Early Redemption Date**”). The notice shall be irrevocable and state the Voluntary Early Redemption Date and the relevant Record Date.

8.2 Bonds redeemed in accordance with Condition 9.1 shall be redeemed at an amount equal to:

- (a) onehundredandthree point five (103.5) per cent of the Nominal Amount, if the Voluntary Early Redemption occurs during the period from the first (1) anniversary of the Issue Date up to, but not including the second (2) anniversary of the Issue Date; or
- (b) onehundredandone point five (101.5) per cent of the Nominal Amount, if the Voluntary Early Redemption occurs during the period from and including the second (2) anniversary of the Issue Date up to, but not including, the Redemption Date; or
- (c) onehundred (100) per cent of the Nominal Amount, if the Voluntary Early Redemption occurs during the period from and including the date falling ninety (90) days before the Redemption Date to and including the Redemption Date, provided that the Voluntary Early Redemption is financed by way of another issue of bonds (or other debt instruments) which the Bondholders may subscribe for,

together with accrued interest in accordance with Condition 4 (*Interest*) from (but excluding) the preceding Interest Payment Date (or, if such date has not occurred, the Issue Date) up to and including the Voluntary Early Redemption Date.

9 Undertakings by the Company

9.1 General Undertakings

So long as any Bonds remain outstanding, the Company undertakes:

- (d) not to (and to procure that none of the Group Companies) (i) declare, make or pay any dividend or other distribution on or in respect of its share capital; (ii) repay or distribute any dividend or share premium reserve; (iii) voluntarily purchase or redeem any of its shares; or (iv) make or pay any other similar distribution (including the making of any payment in respect of any Financial Indebtedness) to or to the order of the shareholders of the Company, (“**Restricted Payment**”) unless (i) such Restricted Payment is made to the Company or a Group Company which is wholly owned directly or indirectly by the Company; or (ii) at the time of such payment, the aggregate amount of all Restricted Payments in any fiscal year does not exceed fifty (50) per cent of the Group’s consolidated net profit for the previous financial year; or (iii) the Company is required to make such Restricted Payment under the Companies Act;
- (e) to procure that no material change is made to the nature of the business of the Company or the Group (taken as a whole) from that carried on as per the Issue Date;
- (f) not to provide or permit to subsist any security or permit someone else to provide or permit to subsist security in the form of a guarantee or otherwise, for any loan granted to the Company by a party that is not a bank or a financial institution or for any Market Loan raised by the Company or another Group Company, other than any Senior Market Loan;
- (g) not to issue:
 - (i) any Market Loan (including any additional Bonds under these Terms and Conditions) if the Loan to Value, directly after the issue of such Market Loan, would exceed seventy (70) per cent;
 - (ii) any Market Loan on conditions which would make the Bonds subordinated to such Market Loan in a bankruptcy or liquidation of the Company, which, for the avoidance of doubt, shall not prevent the issuance of any Senior Market Loan;
 - (iii) any Market Loan where such Market Loan has a final maturity date falling before the Redemption Date or which otherwise is repaid before the Bonds; or
 - (iv) any Senior Market Loan, or permit that any other Group Company issues any Senior Market Loan, with a principal amount exceeding seventy (70) per cent of the market value, determined

at the time when such Senior Market Loan is issued, of the real properties securing such Senior Market Loan.

- (h) not to raise any loan (other than a Market Loan, subject to Condition 10.1 (d) above) granted by a party that is not a bank, a financial institution or an affiliate of the Company unless such loan is subordinated to the obligations of the Company under these Terms and Conditions.

9.2 Information Undertakings

So long as any Bonds remain outstanding, the Company undertakes:

- (i) to prepare and, if applicable, publish quarterly reports in accordance with IFRS (containing a management commentary and a profit and loss account, balance sheet, cash flow statement and details regarding the Loan to Value and the Interest Coverage Ratio as per the relevant Quarter Date) and make them available as soon as they become available but not later than sixty (60) days after the relevant Quarter Date;
- (j) to deliver to the Agent, with each set of quarterly reports delivered pursuant to Condition 10.2 (a) above, a compliance certificate in the form set out in Schedule 1 hereto;
- (k) to prepare and, if applicable, publish, audited annual reports (which shall be prepared in accordance with GAAP or IFRS) and make them available as soon as they become available but not later than onehundredandfifty (150) days after the end of the relevant financial year;
- (l) to, if applicable, comply with the information undertakings of the listing agreement(s) and regulations of NASDAQ OMX; and
- (m) to, no later than on 30 July each year supply the Agent with an up to date valuation of the Properties prepared by a reputable external valuer.

9.3 Financial Undertakings

9.3.1 *Loan to Value*: The Loan to Value, to be tested on the Issue Date and thereafter on each Quarter Date, shall be eighty (80) per cent or less.

9.3.2 *Interest Coverage Ratio*: The Interest Coverage Ratio to be tested on the Issue Date for the twelve (12) month period preceding the Issue Date and thereafter on each Quarter Date for the twelve (12) month period preceding such Quarter Date, or such shorter period as the context may require, shall not be less than (one point twenty-five (1.25):1).

9.4 Listing of the Bonds

9.4.1 The Company undertakes to apply for listing of the Bonds at the NASDAQ OMX Stock Exchange and to use all reasonable efforts to achieve and maintain such listing as long as any Bonds are outstanding, however not longer than up to and including the last day on which trading in the Bonds on the exchange reasonably can, under the then applicable regulations of the exchange and the CSD, take place before the Redemption Date.

9.4.2 The application for listing of the Bonds shall be filed with NASDAQ OMX not later than 30 September 2013.

9.5 Security

The Company shall, no later than on the Issue Date, enter into the Pledge Agreement in order to secure its obligations under these Terms and Conditions.

9.6 Waiver by the Agent

The Agent is entitled to, on behalf of the Bondholders, waive, partly or in full, the provisions in Condition 10.3 (*Financial Undertakings*) if satisfactory collateral or other security arrangements, in the Agent's absolute discretion, is provided in respect of the Company's proper discharge of its obligations under the Bonds.

10 Acceleration of the Bonds

- 10.1 The Agent is entitled, on behalf of the Bondholders, to declare all, but not less than all, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not being a date falling later than twenty (20) Business Days from the date on which the Agent made such declaration), if:
- (n) the Company fails to pay an amount on the date it is due in accordance with these Terms and Conditions (unless the Company's failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its due date);
 - (o) the Company fails to comply with any of its undertakings in Conditions 10.1 to 10.3, Condition 10.4 or any of its undertakings under the Pledge Agreement, provided that the Company fails to remedy such failure or violation within twenty (20) Business Days from the date when the Agent has notified the Company of such failure or violation. If in the opinion of the Agent, the failure to comply is not capable of being remedied, the Agent may declare the Bonds due for payment immediately;
 - (p) the Company (or a Group Company guaranteed by the Company) fails to comply with the terms and conditions of any Financial Indebtedness granted to the Company (or a Group Company guaranteed by the Company) and such Financial Indebtedness due to the failure to comply has been accelerated for payment where the aggregate outstanding and unpaid Financial Indebtedness in question amounts to at least SEK 20,000,000 (or the equivalent thereof in any other currency);
 - (q) the Company (or a Group Company guaranteed by the Company) suspends its payments (Sw. *ställer in betalningar*);
 - (r) the Company (or a Group Company guaranteed by the Company) applies for or approves an application for insolvent corporate reconstruction according to the Company Reorganisation Act (Sw. *Lag (1996:764) om företagsrekonstruktion*) or any event occurs that under the laws of any relevant jurisdiction has an analogous effect;
 - (s) the Company (or a Group Company guaranteed by the Company) is declared bankrupt;
 - (t) a decision is made to place the Company in liquidation irrespective of reason or a Group Company guaranteed by the Company is forced to be liquidated (however, voluntary liquidation of a Group Company (whether guaranteed by the Company or not) shall not be restricted by these Terms and Conditions);
 - (u) in respect of a merger with another company than a Group Company, decision is made that the Company shall be merged into another company, unless the Agent, upon the Company's written assurance that the merger will not affect the Bonds negatively, has given its consent in writing prior to the merger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors); or
 - (v) in respect of a demerger of the Company (whether the Company is dissolved or not) decision is made that the Company shall demerge, unless the Agent, upon the Company's written assurance that the demerger will not affect the Terms and Conditions negatively, in writing prior to that has given its consent for the demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors).
- 10.2 If the Bonds are declared due and payable in accordance with Condition 11.1, the Company shall redeem the Bonds at a redemption amount equal to the Nominal Amount of the Bonds together with accrued interest in accordance with Condition 4 (*Interest*) from the preceding Interest Payment Date (or, if such date has not occurred, the Issue Date) up to and including the payment date.
- 10.3 Termination for payment on the grounds mentioned in Condition 11.1 (b) - (i) may however only occur if the nature of the particular circumstance is such that it could adversely and materially affect the Bondholders' interests and that the cause of termination is continuing at the time of the Agent's declaration.
- 10.4 The Company is obliged to inform the Agent immediately of any circumstance of the type specified in Condition 11.1 upon gaining knowledge of such event or circumstance having occurred. Should the Agent not receive such information, the Agent is entitled to assume that no such circumstance exists or can be expected to occur, provided that the Agent does not have knowledge of such circumstance. The Company shall furthermore provide the Agent with such details as the Agent may reasonably request regarding any

circumstances referred to in Condition 11.1 and provide at the request of the Agent all documents that may be of significance in the application of this Condition 11.4.

- 10.5 If the Agent has been notified by the Company or has otherwise determined that there is a default under these Terms and Conditions according to Condition 11.1, the Agent shall decide, within ten (10) Business Days of the day of notification or determination, if the Bonds shall be declared terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Bondholders that right to termination is at hand and obtain a decision on the matter from the Bondholders in accordance with the provisions of Condition 12 (*Bondholders' Meeting and Procedure in Writing*).
- 10.6 If the Bondholders resolve at a Bondholders' Meeting to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination in the Agent's opinion has ceased before the termination, the Agent is not obligated to execute the termination. The Agent shall in such case, on the earliest possible date, notify the Bondholders that the cause for termination has ceased. If the Bondholders, without prior initiative to decision from the Agent or the Company, have passed a resolution in accordance with all relevant provisions in Condition 12 (*Bondholders' Meeting and Procedure in Writing*) to the effect that the Bonds shall be terminated in accordance with all relevant provisions of this Condition 11, the Agent shall promptly declare the Bonds terminated. The Agent is however not obligated to take action if the Agent considers cause for termination not to be at hand, unless the instructing Bondholders in writing commit to holding the Agent indemnified and, in the Agent's own discretion, grant sufficient security for the obligation.
- 10.7 For the avoidance of doubt, the Bonds cannot be accelerated and become prematurely due for payment according to this Condition 11 without relevant decision by the Agent or the Bondholders' meeting pursuant to Condition 12 (*Bondholders' Meeting and Procedure in Writing*).

11 Bondholders' Meeting and Procedure in Writing

- 11.1 Each of the Company, the Agent and Bondholders representing at least ten (10) per cent of the outstanding Aggregate Nominal Amount, may at any time request that a Bondholders' meeting is convened or request a procedure in writing among the Bondholders. Such demand shall be made in writing to the Company (if applicable) and the Agent and shall include (i) information regarding the issues that shall be decided and (ii) where applicable, documentation which indicates the holding of the requesting Bondholders. If the Agent establishes that such request has been received in due order the Agent shall, within twenty (20) Business Days from receipt of such request, convene a meeting or initiate a procedure in writing. The Agent may refrain from convening a Bondholders' meeting or initiate a written procedure if, in the opinion of the Agent, (i) the proposal must be approved by the Company and the Company informs the Agent that it will not give such approval, (ii) the proposal is not in accordance with applicable laws or (iii) it appears highly unlikely that the meeting will consent to the proposal in view of previous Bondholders' meetings or procedures in writing.
- 11.2 Notice shall be given to the Bondholders and the Agent or, as the case may be, the Company in accordance with Condition 18 (*Notices*) below not later than ten (10) Business Days and not earlier than thirty (30) Business Days prior to the meeting or the last day for replies in the case of a procedure in writing. The notice shall include information regarding (i) the time for the meeting or the last day for replies in the case of a procedure in writing, (ii) place for the meeting or address for replies in the case of a procedure in writing, (iii) agenda for the meeting, (iv) information regarding on which day a Bondholder shall be registered as owner to vote or, in case of nominee registration and such possibility is provided by the CSD, on which day a Bondholder shall be registered as entitled to vote, in the register of the CSD and (v) what is otherwise required by a Bondholder in order to attend the meeting. The Company or, if the Agent is convening, the Agent, shall determine the contents in the notice and provide, in writing or electronically, a proxy form or, in case of a procedure in writing, a decision form with the relevant alternatives for resolution.
- 11.3 A resolution is passed through voting at a meeting (or, in case of a procedure in writing, through calculation), at which each Bondholder entitled to vote shall have one vote per Bond at the Nominal Amount that such Bondholder holds. A Bondholder that holds more than one (1) Bond must vote in the same manner for all Bonds held. However, a representative who represents different Bondholders may vote differently for different Bondholders. Bonds held by the Company, a Group Company or by a direct or indirect shareholder of the Company shall not be entitled to any voting right and shall not be considered when calculating whether necessary majority has been achieved in accordance with these Terms and Conditions. The resolution of the Bondholders shall be the opinion represented by the majority of the votes cast or the answers received (as

applicable) (“**Majority**”). In respect of the below issues the following qualified majority is required among the votes cast or the answers received (as applicable) in order to deem a resolution passed (“**Qualified Majority**”):

- (w) two thirds (2/3) when (i) one of the conditions in Condition 10 (*Undertakings by the Company*) is waived; or (ii) a condition in Condition 10 (*Undertakings by the Company*) or Condition 11 (*Acceleration of the Bonds*) is amended, subject to paragraph (b) below;
- (x) three quarters (3/4) when (i) principal amount, interest rate or interest amount which shall be paid by the Company is reduced; (ii) an amendment of any redemption day for principal or interest amount is made; (iii) an amendment of any redemption premium is made; (iv) an amendment of the conditions in this Condition 12.3 is made; or (v) an amendment of the conditions of Condition 15 (*Amendments of the Terms and Conditions*) is made.

If the number of votes are equal upon calculating the Majority the opinion which is most beneficial for the Bondholders, according to the chairman of the meeting (or, in case of a procedure in writing, the Agent) will prevail.

- 11.4 Quorum exists only where (i) Bondholders representing at least one fifth (1/5) of the Adjusted Nominal Amount attend the meeting in due order (or, in case of a procedure in writing, provide answers), or (ii) where any decision requiring a Qualified Majority is at issue, Bondholders representing at least one-half of the Adjusted Nominal Amount attend the meeting (or, in the case of a procedure in writing, provide answers). If quorum is not achieved within fifteen (15) minutes from the fixed time (or, in case of a procedure in writing, through received answers at the end of the time for replies), the meeting shall be adjourned (or, in case of a procedure in writing, the time for replies shall be extended) to the day which falls on the fifth (5th) Business Day thereafter. Notice containing information regarding time and place for a continued meeting (or, in case of a procedure in writing, information regarding extended time for replies) shall promptly be provided to the Bondholders in accordance with Condition 18 (*Notices*). At a continued meeting (or, in case of a procedure in writing, at a new calculation) a resolution can be passed through an ordinary resolution (or, if required in accordance with Condition 12.3 above, through Qualified Majority) by Bondholders entitled to vote irrespective of the share of Bonds represented.
- 11.5 At the meeting the Company, the Bondholders and the Agent may attend along with their representatives, counsels and assistants. The meeting can decide that further individuals may attend. The meeting is opened by a present person appointed by the Company (or, if such person does not exist, a present person appointed by the Agent) and the meeting is chaired by that person until present and represented Bondholders have appointed a chairman for the meeting. The chairman shall arrange for minutes to be kept at the meeting which shall include a list of Bondholders entitled to vote, which other persons have been attending, what has been discussed, the result of the voting and which resolutions that have been passed. The minutes shall be signed by the chairman and by at least one (1) person appointed to verify the minutes. In case of a procedure in writing, the Agent shall provide for the calculation of votes and draw up minutes in respect of the calculation. The Agent may request complements and clarifications but is not obliged to do so and may disregard unclear or illegible answers. The Agent shall disregard answers which do not follow listed alternatives or answers where voting right does not appear in the material provided by the Bondholder or the CSD. The Company may attend the calculation. The minutes shall be completed promptly and be held available for the Bondholders at the offices of the Company and the Agent.
- 11.6 If the Company and the Agent deem it appropriate a meeting may be combined with a possibility for Bondholders to provide answers in accordance with a written resolution form as an alternative to being present or being represented at a meeting.
- 11.7 If a procedure in writing is held among the Bondholders, the Bondholders can provide answers and vote electronically by sending an email to the Agent at the address notified by the Agent in the notice sent to the Bondholders in accordance with Condition 18 (*Notices*). The Agent may disregard electronic answers which are unclear or illegible and shall disregard electronic answers which do not follow listed alternatives or answers where voting right does not appear in the material provided by the Bondholder or the CSD.
- 11.8 A resolution that has been passed at a duly convened and held meeting or procedure in writing is binding on all Bondholders irrespective of whether they have been present or represented at the meeting or if they have participated in the procedure in writing and irrespective of how and if they have voted. No Bondholder shall be

liable for any damages caused to any other Bondholder due to a resolution passed, or due to that no resolution was passed, at a Bondholders' meeting or procedure in writing.

- 11.9 If the Agent, in breach of these Terms and Conditions, has not convened a Bondholders' meeting within twenty (20) Business Days from receipt of a request, the requesting person may convene the Bondholders' meeting itself. If the requesting person is a Bondholder, the Company shall upon request from such Bondholder provide the Bondholder with necessary information from the register of Bondholders kept by the CSD in respect of the Bonds (Sw. *skuldbok*). The meeting shall be opened in accordance with the procedures described in Condition 12.5. If no person as referred to in Condition 12.5 is available to open the meeting, the meeting shall be opened by a person appointed by the requesting Bondholder.
- 11.10 When applying this Condition 12, holders of Bonds registered with authorised nominees (Sw. *förvaltare*) in accordance with Condition 19 (*Nominee Registration*) shall be considered Bondholders instead of the authorised nominee if the holder presents a certificate from the authorised nominee, or other sufficient evidence, showing that as of the fifth (5th) Business Day prior to the Bondholders' meeting, the person in question was the holder of Bonds and stating the size of such person's holding. In respect of Bonds registered with authorised nominees, the authorised nominee shall be regarded as present at the Bondholders' meeting with the number of Bonds that the nominee represents according to this Condition 12.10 and to Condition 19 (*Nominee Registration*).
- 11.11 The Company shall bear all of the Agent's costs in connection with a meeting or a procedure in writing irrespective of who has initiated the meeting or the procedure.

12 The Agent

12.1 General

- 12.1.1 Each Bondholder appoints, by its acquisition of a Bond, the Agent (or a person duly appointed by the Agent) to (with or without separate authorisation from such Bondholder) represent it in all matters relating to the Bonds and the Pledge Agreement and in relation to the Company and the Agent, is empowered to represent each Bondholder against the Company in accordance with these provisions in every matter concerning the Bonds and the Pledge Agreement, whether or not in court or before an executive authority (including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Bonds). Each Bondholder shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance to the Agent's satisfaction), which the Agent deems necessary for the purpose of carrying out its duties under these Terms and Conditions. The Agent is under no obligation to represent a Bondholder which does not comply with such request of the Agent. Even though the Agent is entitled to represent the Bondholders, the Agent is not obliged to take action unless explicitly expressed in these Terms and Conditions or the Pledge Agreement. Any actions conducted by the Agent hereunder or otherwise in relation to the Bonds shall be construed as the Agent having acted on behalf of the Bondholders.
- 12.1.2 The Agent's obligations towards the Bondholders are exhaustively regulated herein and the Agent shall have those duties which are specified in these Terms and Conditions and the Agency Agreement. The Agent's duties under the Terms and Conditions, the Pledge Agreement and the Agency Agreement are solely mechanical and administrative in nature.
- 12.1.3 For the avoidance of any doubt, the Agent has no obligation to monitor the Company's financial standing or its fulfilment of obligations and liabilities, other than as expressly set forth herein.
- 12.1.4 The Agent shall hold amounts recovered on behalf of the Bondholders, net of costs (including legal costs) and expenses incurred in connection with the recovery, separated for the account of the Bondholders and distribute such amounts recovered promptly to the Bondholders in accordance with the terms of these Terms and Conditions. The Agent shall not be bound to account to any Bondholder for any sum received by it for its own account.
- 12.1.5 The Agent shall as soon as possible forward information obtained by it hereunder to the Bondholders through the agency of the CSD.

- 12.1.6 For the avoidance of any doubt, 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 or a breach of a fiduciary duty or duty of confidentiality.
- 12.1.7 The Agent may rely on any representation, notice or document believed by it to be genuine, correct and appropriately authorized and any statement made by a director, authorized signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- 12.1.8 In relation to these Terms and Conditions and the Pledge Agreement, the Agent may act through its personnel and agents. The Agent may further engage, pay for and rely on the advice or services of any lawyers, accountants or other experts. The reasonable, evidenced and proper costs for such third party advice shall be borne by the Company. In acting as Agent for the Bondholders, the Agent shall, if applicable, be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments. If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent may reasonably not be deemed to have received it.

12.2 Limitations on Bondholders' Actions

- 12.2.1 A Bondholder may not take any legal steps whatsoever to recover any amount due or owing to it pursuant to these Terms and Conditions or the Pledge Agreement, or file an application for, or otherwise take any legal steps in respect of, the winding-up, bankruptcy, or liquidation of the Company or the making of an administration order in relation to the Company or the service of a notice of intention to appoint an administrator in relation to the Company in respect of any of the liabilities of the Company whatsoever, other than to the extent expressly permitted under these Terms and Conditions.
- 12.2.2 Notwithstanding Condition 13.2.1 above, if the Agent does not have the legal right (Sw. *talerätt*) to bring an action or initiate a proceeding under or in connection with these Terms and Conditions and the Pledge Agreement before the courts or other authority (the "**Relevant Action**"), the Bondholders shall be entitled to take the Relevant Action against the Company to enforce their rights under these Terms and Conditions or the Pledge Agreement, subject to first following the procedures set out in Condition 13.2.3 below.
- 12.2.3 Before the Bondholders may take the Relevant Action pursuant to Condition 13.2.2 above, the Bondholders shall notify the Agent of their intention to take the Relevant Action and shall request the Agent to convene a meeting of Bondholders in accordance with the procedures set forth in Condition 12 (*Bondholders' Meeting and Procedure in Writing*) for the purpose of determining whether the Bondholders should take the Relevant Action jointly against the Company, which resolution shall, for the avoidance of doubt, be passed by a Majority.

12.3 Replacement of Agent

- 12.3.1 The Agent may resign from its assignment according to these Terms and Conditions and the Agency Agreement provided that (i) notice thereof is given to the Company and the Bondholders, and (ii) the Company has appointed a leading Swedish or international business bank or securities institution or another reputable agency firm to accede as new Agent at the same time as the present Agent retires. If the Company has not appointed a new Agent within thirty (30) days after the Agent has given the Company notice of its resignation, the Agent has the right to appoint a new Agent.
- 12.3.2 If the Agent becomes subject to company reorganisation (Sw. *företagsrekonstruktion*), insolvency (Sw. *insolvens*) or bankruptcy (Sw. *konkurs*) the Agent's assignment pursuant to these Terms and Conditions, the Pledge Agreement and the Agency Agreement shall be automatically and terminated as soon as the Company has appointed a new Agent. The Company shall notify the Agent of such termination, including information regarding the date on which the prior Agent's assignment was transferred to a new Agent.
- 12.3.3 The Bondholders may resolve to change the Agent pursuant to the procedures set forth in Condition 12 (*Bondholders' Meeting and Procedure in Writing*). Any new Agent shall have the qualifications that are necessary in order to conduct the duties of the Agent pursuant to these Terms and Conditions and the Pledge Agreement. The Company and the resigning Agent shall make sure that the new Agent shall without undue delay, but no later than thirty (30) days after the Bondholders' resolution to appoint the new Agent, enter into an Agency Agreement with the Company on the same terms as the existing Agency Agreement, to the extent

possible, by way of transfer the resigning Agent's rights and obligations pursuant to the then existing Agency Agreement between the Company and the resigning Agent. Upon the entering into of such agreement, the resigning Agent's duty as agent pursuant to these Terms and Conditions, the Pledge Agreement and the then existing Agency Agreement shall be terminated.

- 12.3.4 Upon a change of the Agent in accordance with this Condition 13.3 the Company, the resigning Agent and the new Agent shall immediately take all actions necessary in order to effect such change. When a new Agent has been appointed, the resigning Agent shall bear no responsibility for acts or omissions during the time after the replacement of the Agent but shall continue to enjoy the rights under these Terms and Conditions (other than rights in accordance with Condition 13.4). The Agent's successor, the Company and the Bondholders shall have the same rights and obligations among themselves as they would have had if such successor would have been the original Agent.

12.4 Remuneration to the Agent

The Agent is entitled to receive remuneration from the Company for acting as Agent in accordance with these Terms and Conditions and the Pledge Agreement as set out in the Agency Agreement. If the Agent has reasonable cause to believe that the Company is or will become insolvent, the Agent is entitled to reserve reasonable remuneration from Bondholders for its continued work in accordance with these Terms and Conditions, save that the Agent shall make the arrangements stated in Condition 11.6 without having received remuneration or being indemnified by the Bondholders. If the Agent notifies the Bondholders that it will not take further actions each Bondholder may independently represent its holding of Bonds against the Company without having to observe the provisions in Conditions 11 (*Acceleration of the Bonds*), 12 (*Bondholders' Meeting and Procedure in Writing*) and 13 (*The Agent*).

13 Replacement of the Issuing Agent

- 13.1 The Issuing Agent may retire from its assignment according to the Issuing Agency Agreement and the Terms and Conditions provided that (i) notice is given to the Company and the Bondholders, and (ii) the Company has appointed a reputable institution to accede as new Issuing Agent at the same time as the present Issuing Agent retires. If the Company has not appointed a new Issuing Agent within thirty (30) days after the Issuing Agent has given the Company notice of its resignation, the Issuing Agent has the right to appoint a new Issuing Agent.
- 13.2 If (i) the Issuing Agent is subject to company reorganisation, insolvency or bankruptcy or (ii) if a decision is made by the Company or (iii) if a resolution is passed by the Bondholders to replace the Issuing Agent, the Company shall immediately appoint a new Issuing Agent which shall immediately replace the present Issuing Agent as Issuing Agent in accordance with these Terms and Conditions. No resignation by the Issuing Agent shall however take effect until a new Issuing Agent has been appointed by the Company.
- 13.3 When a new Issuing Agent has been appointed, the resigning Issuing Agent shall bear no responsibility for acts or omissions during the time after the replacement of the Issuing Agent. The Issuing Agent's successor, the Company and the Bondholders shall have the same rights and obligations among themselves as they would have had if such successor would have been the original Issuing Agent.

14 Amendments of the Terms and Conditions

- 14.1 The Company and the Agent, acting on behalf of the Bondholders, may agree to amend these Terms and Conditions provided that:
- (y) such amendment, in the opinion of the Agent, does not adversely affect the rights and interests of the Bondholders under these Terms and Conditions in any material respect;
 - (z) such amendment is of a formal, minor or technical nature or is made to correct a clear and manifest error;
 - (aa) such amendment is required by applicable law, court rulings or decisions by relevant authorities or, when the Bonds have been listed on NASDAQ OMX, and as long as such amendments do not materially adversely affect the interests of the Bondholders, such amendments are made to ensure that the Terms and Conditions comply with any requirements for listing; or

- (bb) such amendment has been duly approved by a Majority or a Qualified Majority if required as set out in Condition 12.3.
- 14.2 Amendments of these Terms and Conditions shall be notified without delay by the Company in accordance with Condition 18 (*Notices*), setting out the date from which the amendments will be effective.
- 15 Prescription**
- 15.1 The right to receive payment of the Nominal Amount shall be statute-barred and become void ten (10) years from the Redemption Date. The right to receive payment of interest shall be statute-barred and become void three (3) years from the relevant due date for payment. The Company is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been statute-barred and has become void.
- 15.2 If such term of limitation periods are duly interrupted, in accordance with the Swedish Limitations Act (*Sw. Preskriptionslagen (1981:130)*), a new limitation period of ten (10) years with respect to the Nominal Amount, and of three (3) years with respect to interest payments will commence, in both cases calculated from the date of interruption of the limitation period as such date is determined pursuant with the provisions of the Swedish Limitations Act.
- 16 Allocation of Payments**
- If both the Nominal Amount and interest are due for payment and if the available funds are insufficient to discharge all the amounts due and payable, the available funds shall first be applied towards payment of interest and secondly towards payment of the Nominal Amount.
- 17 Notices**
- 17.1 Notices from the Company or the Agent shall be given to the Bondholders at their addresses as registered with the CSD. In addition to this, notice may be given by advertisement in a nation-wide Swedish newspaper (being any of *Dagens Industri*, *Dagens Nyheter* or *Svenska Dagbladet*) with the notice in its entirety or with reference to where the notice in its entirety is available.
- 17.2 Notices from the Bondholders to the Company shall be given to the Company with a copy to the Agent at the addresses set forth in Condition 1 (*Definitions*).
- 18 Nominee Registration**
- In respect of Bonds registered with authorised nominees (*Sw. förvaltare*) in accordance with the Financial Instruments Accounts Act the authorised nominee shall be deemed to be the Bondholder for the purpose of applying these Terms and Conditions (subject to the provisions about the voting right of the Bondholders in Condition 12 (*Bondholders' Meeting and Procedure in Writing*)).
- 19 Limitation of Liability etc**
- 19.1 The Company, the Agent, the Issuing Agent and the CSD shall have no liability for damage caused by Swedish or foreign enactment, action taken by a Swedish or foreign authority, war, strike, blockade, boycott, lockout or other similar circumstance. This limitation of liability in the case of a strike, blockade, boycott or lockout also applies if the Company, the Agent, the Issuing Agent or the CSD would itself initiate or become subject to such conflict.
- 19.2 The Agent shall have no liability for damage caused by the Agent acting as a representative for the Bondholders, aligned with the decisions made in accordance with Condition 12 (*Bondholders' Meeting and Procedure in Writing*), or for any action taken by it under these Terms and Conditions, unless directly caused by its gross negligence or wilful misconduct. This shall also apply to the Agent or affiliate to the Agent acting in another manner in relation to the Company within the scope of other dealings with the Company.
- 19.3 Damage caused in any other event will not be indemnified by the Agent, the Issuing Agent and the CSD unless the damage is caused by negligence. In no event will indemnification be made for indirect damage.

19.4 Should the Company, Agent, the Issuing Agent or the CSD be prevented from performing their obligations due to the circumstances mentioned in Condition 20.1 above, performance may be postponed until fulfilment is no longer prevented by such events.

19.5 The provisions in this Condition 20 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

20 Governing law and Jurisdiction

20.1 These Terms and Conditions shall be governed by and construed in accordance with Swedish law.

20.2 Subject to Condition 21.3, the courts of Sweden shall have exclusive jurisdiction over matters arising in connection with these Terms and Conditions. The City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.

20.3 The submission to the jurisdiction of Swedish Courts shall not limit the right of the Agent or a Bondholder to take proceedings against the Company in any court which may otherwise exercise jurisdiction of the Company or any of its assets. The Bondholders may initiate legal proceedings in multiple jurisdictions at the same time to the extent permitted by law.

FORM OF COMPLIANCE CERTIFICATE

To: Swedish Trustee AB (publ)

From: Kvalitena AB (publ)

Date:

Dear Sirs,

**TERMS AND CONDITIONS FOR KVALITENA AB (PUBL) UP TO SEK 350,000,000 STIBOR PLUS 5.75 % BONDS
2013/2016 SERIES NO. 1, ISIN SE0004868727**

We refer to the Term and Conditions under which a compliance certificate shall be issued. This letter constitutes the compliance certificate for the period [PERIOD].

Capitalised words and expressions are used herein as defined in the Terms and Conditions.

We hereby certify that:

1. the covenants set out in Condition 10 (*Undertakings by the Company*) are satisfied;
2. in accordance with Condition 10.3.1, the Loan to Value is []; and
3. in accordance with Condition 10.3.2, the Interest Coverage Ratio is []:1.

Copies of our latest consolidated [annual audited/quarterly unaudited] accounts are enclosed.

Yours faithfully,

KVALITENA AB (publ)

Name:

Name:

Authorised signatory of the Company

Authorised signatory of the Company