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STRICTLY PRIVATE AND CONFIDENTIAL

Term Sheet for Subsequent Bonds

NCP NORDIC AB (publ)

SEK BONDS – ISIN: SE0011166586

NOK BONDS - ISIN: NO0010821788

EUR BONDS – ISIN: SE0011166594

Maximum of SEK 500 million (or its equivalent in EUR and NOK)

Senior Secured Fixed Rate Bonds 2018/2023

(the "Bonds")

The following overview included in this term sheet does not purport to be complete, and is qualified in its entirety by the final Terms and Conditions for the Bonds and related documents. The issue of the Bonds is subject to approval by the board of directors of the Issuer, as well as any other approvals as may be required by applicable company law.

Unless otherwise defined in this term sheet, terms defined in the Schedule (Definitions) hereto shall have the same meanings when used in this term sheet.

Structure

- Issuer:** NCP NORDIC AB (publ), a public limited liability company incorporated in Sweden with reg. no. 559149-5790.
- Group:** The Issuer and each of its Subsidiaries from time to time and a "**Group Company**" means any of them.
- Guarantor:** The indirect parent company of the Issuer, Nordisk Fastighetsmanagement AB, a limited liability company incorporated in Sweden with reg. no. 556772-7770.

Quantum and pricing

- Currency:** SEK, EUR and NOK, respectively the "**SEK Bonds**", the "**EUR Bonds**" and the "**NOK Bonds**".

- Investments in NOK Bonds:** In the event that an issuing agent for NOK Bonds cannot be appointed for NOK Bonds to be issued on the Second Subsequent Issue Date, all investors that have subscribed for NOK Bonds in the Second Subsequent Bond Issue shall instead be offered to invest an amount equivalent to its subscription in NOK in SEK Bonds or EUR Bonds (a "**NOK Investor**"). A separate subscription list with NOK Investors shall be established on the Second Subsequent Issue Date and be kept by the Issuer. The NOK Investors' holdings shall for all purposes be treated as SEK Bond or EUR Bonds (as applicable), other than in connection with a final redemption and/or a disposal of the NOK Investor's holdings on the secondary market, upon which the Issuer shall compensate the NOK Investor for the potential FX loss between the SEK/NOK or EUR/NOK exchange rate on the Second Subsequent Issue Date and the date of repayment or the sale of the holdings on the secondary market. For the avoidance of doubt, a NOK Investor shall only be compensated if the repaid amount on its investment is lower than the nominal amount of its original investment in NOK and this is a result of variations in the FX rates and not for any other reason.

- Initial Bond Issue:** The initial Bond Issue amounted to approximately SEK 130,000,000 in the following currencies:

SEK: 84,000,000

NOK: 18,000,000

EUR: 2,600,000

- First Subsequent Bond Issue:** The subsequent Bond Issue amounted to approximately SEK 150,000,000 in the following currencies:

SEK: 72,910,000

NOK: 47,640,000

EUR: 2,579,000

Second Subsequent Bond Issue:	<p>The subsequent Bond Issue will amount to approximately a minimum of SEK 70,000,000 and a maximum of approximately SEK 90,000,000 (subject to adjustment) in the following currencies:</p> <p>SEK: 25 400 000</p> <p>NOK: 23 500 000</p> <p>EUR: 3 750 000</p>
Subsequent Bond Issues:	<p>The Issuer may at one or more occasion(s) issue additional Bonds (each a "Subsequent Bond") amounting to SEK 370,000,000 (or its equivalent in EUR and NOK) in aggregate (together with the Initial Bond Issue, in total SEK 500,000,000 (or its equivalent in EUR and NOK) (each a "Subsequent Bond Issue"), provided that the Incurrence Test (calculated pro forma including such issue) is met. Minimum amount of each Subsequent Bond Issue is SEK 30,000,000 (or its equivalent in EUR and NOK).</p>
Interest Rate:	<p>The Bonds shall carry fixed interest at 7.75 per cent. per annum, payable quarterly in arrear.</p>
First Issue Date:	<p>3 May 2018. Notice is expected to be given to subscribers at least two (2) Business Days prior to the First Issue Date.</p>
First Subsequent Issue Date:	<p>12 September 2018. Notice is expected to be given to subscribers at least two (2) Business Days prior to the First Subsequent Issue Date.</p>
Second Subsequent Issue Date:	<p>11 June 2019. Notice is expected to be given to subscribers at least two (2) Business Days prior to the Second Subsequent Issue Date.</p>
Final Maturity Date:	<p>The date falling five (5) years after the First Issue Date.</p>
Interest Payment Dates:	<p>3 August, 3 November, 3 February and 3 May each year.</p> <p>The first Interest Payment Date shall be 3 August 2018.</p> <p>The last Interest Payment Date shall be the Final Maturity Date (or such earlier date on which the Bonds are redeemed in full).</p> <p>To the extent any of the above dates is not a Business Day, the first following day that is a Business Day.</p>
Interest Periods:	<p>Interest on the Initial Bonds will accrue from, but excluding (in case of the SEK Bonds and the EUR Bonds) and including (in case of the NOK Bonds), the First Issue Date to, and including (in case of the SEK Bonds and the EUR Bonds), but excluding (in case of the NOK Bonds), the first Interest Payment Date.</p> <p>Any subsequent interest periods will be the period from, but excluding (in case of the SEK Bonds and the EUR Bonds) and including (in case of the NOK Bonds), an Interest Payment Date to, and including (in case of the SEK Bonds and the EUR Bonds),</p>

but excluding (in case of the NOK Bonds) the next succeeding Interest Payment Date (or a shorter period if relevant).

Any Subsequent Bonds will carry interest at the Interest Rate from, but excluding (in case of the SEK Bonds and the EUR Bonds) and including (in case of the NOK Bonds), the Interest Payment Date falling immediately prior to their issuance to, and including (in case of the SEK Bonds and the EUR Bonds), but excluding (in case of the NOK Bonds) the next succeeding Interest Payment Date (or a shorter period if relevant).

- Interest Payment:** Interest shall be payable quarterly in arrears on the Interest Payment Dates each year.
- Calculation of interest:** Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).
- Default Interest:** Five (5) per cent. higher than the Interest Rate.
- Accrued Default Interest shall not be capitalised. No Default Interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.
- Price Initial Bond Issue:** 100.00 per cent. of the Initial Nominal Amount for Bonds issued on the First Issue Date, provided that Initial Bonds may also be sold at a price below par to any investor subscribing for at least SEK 20,000,000 (or its equivalent in EUR and NOK) in the Initial Bond Issue, in which case any difference shall be reduced from the Arranger's arrangement fee.
- Subsequent Bonds may be issued at, above or below par.
- Price First Subsequent Bond Issue:** 100.5 per cent. of the Initial Nominal Amount for Bonds issued on the First Subsequent Issue Date, provided that First Subsequent Bonds may also be sold at a price below par to any investor subscribing for at least SEK 20,000,000 (or its equivalent in EUR and NOK) in the First Subsequent Bond Issue, in which case any difference shall be reduced from the Arranger's arrangement fee.
- Price Second Subsequent Bond Issue:** 100.00 per cent. of the Initial Nominal Amount for Bonds issued on the Second Subsequent Issue Date plus any additional amount to compensate for accrued but unpaid Interest since the last Interest Payment Date before the Second Subsequent Issue Date, provided that Second Subsequent Bonds may also be sold at a price below par to large subscribers in the Second Subsequent Bond Issue, in which case any difference shall be reduced from the Arranger's arrangement fee.

Nominal Amount: The nominal amount of each SEK Bond will be SEK 10,000, of each EUR Bond will be EUR 1,000 and on each NOK Bond will be NOK 10,000.

Minimum Investment: The minimum permissible investment upon issuance of the Bonds is SEK 1,100,000, EUR 100,000 and NOK 1,000,000.

Purpose and status

Purpose of the Bond Issue: The proceeds from the Initial Bond Issue shall be used to:

- (i) finance Transaction Costs;
- (ii) finance the Initial Payments;
- (iii) repayment of the Existing Debt;
- (iv) finance general corporate purposes of the Group.

The proceeds from any Subsequent Bond Issue shall be used to:

- (i) finance Transaction Costs;
- (ii) finance development and construction costs relating to the Property and any properties acquired by the Group;
- (iii) finance the Issuer's acquisition of New Properties, including refinancing of existing debt therein; and
- (iv) finance general corporate purposes of the Group.

Purpose of the First Subsequent Bond Issue: The proceeds from the First Subsequent Bond Issue shall be used to:

- (i) finance Transaction Costs;
- (ii) finance development and construction costs relating to the Property of up to approximately SEK 39,500,000;
- (iii) repay the Collector Debt;
- (iv) finance development and construction costs relating to the VSQ Property of up to SEK approximately SEK 35,000,000;
- (v) finance the acquisition of VSQ Property AB, org. no. 556913-3050, owner of the VSQ Property with approximately SEK 30,000,000; and
- (vi) the remainder to finance general corporate purposes of the Group.

Purpose of the Second Subsequent Bond Issue: The proceeds from the Second Subsequent Bond Issue shall be used (on a pro rata basis depending on the raised amount) to:

- (i) finance Transaction Costs of approximately SEK 10,000,000;
- (ii) finance development and construction costs relating to the Property of up to approximately SEK 50,000,000;

- (iii) finance development and construction costs relating to the VSQ Property of up to SEK approximately SEK 15,000,000; and
- (iv) the remainder to finance general corporate purposes of the Group.

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

Subordination Agreement: Any claims under any Subordinated Loans (if any) shall be fully subordinated to the Bonds, including with respect to payments (maturity and instalments), tenure and enforcement proceeds under a subordination agreement in form and substance acceptable to the Agent.

Guarantees and Security

Guarantee: The Guarantor will irrevocably and unconditionally, as principal obligor, guarantee to the Bondholders and the Agent the punctual performance by the Issuer of all the Issuer's obligations under the Finance Documents (to the fullest extent permitted under applicable laws).

Transaction Security: All amounts outstanding under the Finance Documents, including but not limited to the Bonds, plus accrued interests and expenses shall be secured by the following Security on the terms set out in the relevant security agreements:

- (a) a pledge over all the shares in the Issuer granted by Nordic City Properties AB;
- (b) a pledge over all the shares in the Property Company granted by the Issuer; and
- (c) a pledge over all downstream loans from the Issuer to its Subsidiaries from time to time.

The shares in any property company acquired with the proceeds from a Subsequent Bond Issue shall be pledged as Transaction Security.

Transaction Security in connection with the First Subsequent Bond Issue: In connection with the First Subsequent Bond Issue the following Security shall be provided on the terms set out in the relevant security agreement:

- (a) a pledge over all the shares in the newly acquired company VSQ Property AB;

- (b) a pledge over mortgage certificates in the total amount of SEK 31,000,000 in the VSQ Property securing any downstream loans from the Issuer to VSQ Property AB; and
- (c) a pledge over any downstream loans from the Issuer to VSQ Property AB.

For the avoidance of doubt any Transaction Security provided in connection with the Initial Bond Issue and the First Subsequent Bond Issue shall secure the full amount of the Bonds issued from time to time.

Transaction Security in connection with the Second Subsequent Bond Issue:

In connection with the Second Subsequent Bond Issue a pledge over the Blocked Account shall be provided on the terms set out in the relevant security agreement.

For the avoidance of doubt any Transaction Security provided in connection with the Initial Bond Issue, the First Subsequent Bond Issue and the Second Subsequent Bond Issue shall secure the full amount of the Bonds issued from time to time.

Redemption and call structure

Redemption at Final Maturity Date:

On the Final Maturity Date, the Issuer shall redeem all, but not only some, of the outstanding Bonds in full with an amount per Bond equal to the Nominal Amount together with accrued but unpaid interest.

Purchase of Bonds by the Issuer:

The Issuer may at any time and at any price purchase any Bonds on the market or in any other way. Bonds held by the Issuer may at the Issuer's discretion be retained, sold or cancelled.

Early redemption due to illegality (call option):

The Issuer may redeem all, but not only some, of the outstanding Bonds at an amount per Bond equal to the Nominal Amount together with accrued but unpaid interest on a date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

Mandatory repurchase due to a Change of Control (put option):

Upon the occurrence of a Change of Control Event each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid interest, during a period of 20 Business Days following a notice from the Issuer of the Change of Control Event (after which time period such rights lapse). The Redemption Date must fall no later than 40 Business Days after the end of the period of 20 Business Days referred to above.

Voluntary total redemption- Call Option (American):

The Issuer may redeem all, but not only some, of the Bonds early on any Business Day before the Final Maturity Date. The Bonds shall be redeemed at the Call Option Amount together with accrued but unpaid interest.

- Call Option Amount:**
- (a) if the Call Option is exercised on or after the First Issue Date to, but not including, the date falling 12 months after the First Issue Date at an amount per Bond equal to 104.00 per cent. of the Nominal Amount;
 - (b) if the Call Option is exercised on or after the date falling 12 months after the First Issue Date to, but not including, the date falling 24 months after the First Issue Date at an amount per Bond equal to 103.00 per cent. of the Nominal Amount;
 - (c) if the Call Option is exercised on or after the date falling 24 months after the First Issue Date to, but not including, the date falling 36 months after the First Issue Date at an amount per Bond equal to 102.00 per cent. of the Nominal Amount;
 - (d) if the Call Option is exercised on or after the date falling 36 months after the First Issue Date to, but not including, the date falling 48 months after the First Issue Date at an amount per Bond equal to 101.00 per cent. of the Nominal Amount; and
 - (e) if the Call Option is exercised on or after the date falling 48 months after the First Issue Date to, but not including, the Final Maturity Date at an amount per Bond equal to 100.00 per cent. of the Nominal Amount.

Escrow Accounts and distribution of Net Proceeds

Escrow Accounts: The Net Proceeds from the Bond Issue shall be held by the Arranger on the Escrow Accounts and shall be released when the Conditions Precedent for Disbursement have been fulfilled.

Conditions Precedent for Disbursement: The Agent's approval of the disbursement of the Net Proceeds from the Escrow Accounts is subject to the following documents being received by the Agent:

- (a) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for the Issuer and each other party to a Finance Document (other than the Agent), together constituting evidence that the Finance Documents have been duly executed;
- (b) copies of the Finance Documents, duly executed; and
- (c) evidence that the Transaction Security either has been or will be perfected in accordance with the terms of the Finance Documents.

The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary and the Agent does not have to verify or assess the contents of any

such documentation. The conditions precedent are not reviewed by the Agent from a legal or commercial perspective of the Bondholders.

If the Conditions Precedent for Disbursement have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Bonds at a price equal to 100 per cent. of the Initial Nominal Amount together with any accrued Interest. The funds on the Escrow Accounts shall in such case be applied to redeem the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer.

Conditions Precedent for Disbursement in connection with Subsequent Bond Issues:

The Agent's approval of the disbursement of the Net Proceeds from any Subsequent Bond Issue from the Escrow Accounts is subject to the following documents being received by the Agent:

- (a) corporate resolutions (approving the Subsequent Bond Issue and any Transaction Security Documents to be entered into for the Issuer and each other party to a Finance Document (other than the Agent);
- (b) if the Net Proceeds from any Subsequent Bond Issue is to be used to finance development and construction costs, reasonable evidence and documentation showing how such proceeds shall be applied;
- (c) if the Net Proceeds from any Subsequent Bond Issue is to be used to finance acquisitions of New Properties, copies of relevant acquisition agreements and all other documentation reasonably required by the Agent to evidence the acquisition will be completed and that the Transaction Security (if applicable) either has been or will be perfected in close connection with the disbursement of the Net Proceeds; and
- (d) a Compliance Certificate evidencing that the Incurrence Test is met in connection with the Subsequent Bond Issue.

Information Undertakings

Financial Reporting:

The Issuer shall make the following information available in the English language by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within five (5) months after the end of each financial year, the annual audited financial statements of each Group Company including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors; and
- (b) as soon as the same become available, but in any event within two months after the end of each quarter of its financial year, the quarterly unaudited reports or the year-

end report (Sw. *bokslutskommuniké*) (as applicable) of each Group Company including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the such Group Company's board of directors.

Delivery of Compliance Certificate: The Issuer shall issue a Compliance Certificate to the Agent in connection with the testing of the Incurrence Test.

Notice of Change of Control and Event of Default: The Issuer shall promptly notify the Agent (and, as regards a Change of Control Event, the Bondholders) when the Issuer is or becomes aware of (i) the occurrence of a Change of Control Event, or (ii) that an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing) constitute an Event of Default has occurred, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.

Publication and availability of Finance Documents: The latest version of the Finance Documents shall be available to the Bondholders at the office of the Agent during the Agent's normal business hours.

Financial Undertakings

Incurrence Test: The Incurrence Test is met if:

- (a) the Interest Coverage Ratio is at least 1.4.
- (b) the Loan to Value is not greater than 85 per cent.; and
- (c) no Event of Default is continuing or would occur upon the incurrence, distribution or acquisition (as applicable).

Equity Injection: The Issuer may prior to any Incurrence Test (made solely for the purpose of incurring additional debt) receive equity injections in form of unconditional shareholder contributions (Sw. *ovillkorade aktieägartillskott*) in an amount sufficient to meet the relevant Incurrence Test prior to such test being made (the "**Cure Amount**"). For the avoidance of doubt, the Cure Amount may not be considered for any other purpose than for an Incurrence Test made for incurring additional debt.

Adjustment to Interest Coverage Ratio

The calculation of the Interest Coverage Ratio shall be adjusted so that the Net Finance Charges for the Reference Period is reduced with an amount equal to the Cure Amount multiplied with the average interest rate paid by the Group under its debts.

Adjustment to Loan to Value

The calculation of Loan to Value shall be adjusted so that the Loan for the Reference Period is reduced with an amount equal to the Cure Amount.

Calculation of Incurrence Test:

Calculation of the Interest Coverage Ratio

The calculation of Interest Coverage Ratio shall be made for a Reference Period ending on the last day of the period covered by the Financial Report as of the most recent Reference Date for which a Financial Report has been published.

Calculation adjustments:

Adjustments to EBITDA

The figures for EBITDA, Finance Charges and Net Finance Charges for the Reference Period ending on the last day of the period covered by the most recent Financial Report shall be used for the the Incurrence Test, but adjusted so that:

- (a) entities acquired or disposed of by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date, shall be included or excluded (as applicable), *pro forma*, for the entire Reference Period; and
- (b) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Reference Period.

Adjustments to Net Finance Charges

The figures for Net Finance Charges set out in the Financial Report as of the most recent quarter date (including when necessary, financial statements published before the First Issue Date), shall be used, but adjusted so that Net Finance Charges for such Reference Period shall be:

- (a) reduced to reflect any Net Finance Charges attributable to a disposed entity or which has been repaid, repurchased, defeased or otherwise discharged as a result of or in connection with a disposal of an entity (to the extent such Net Finance Charges is included in the relevant Financial Report);
- (b) increased on a *pro forma* basis by an amount equal to the Net Finance Charges directly attributable to (i) any Financial Indebtedness owed by acquired entities and (ii) any Financial Indebtedness incurred to finance the acquisition of entities, in each case calculated as if all such debt had been incurred at the beginning of the relevant Reference Period; and
- (c) increased on a *pro forma* basis by an amount equal to the Net Finance Charges directly attributable to any Financial Indebtedness permitted pursuant to paragraph (l) of the definition of "Permitted Debt", calculated as if such debt had

been incurred at the beginning of the relevant Reference Period.

Adjustment to Loan to Value

The figures for Value shall be adjusted so to include the value of any New Property acquired with the Net Proceeds from a Subsequent Bond Issue.

General Undertakings

The Terms and Conditions shall include the following undertakings by the Issuer.

Distributions:

The Issuer shall not and shall procure that none of its Subsidiaries will:

- (a) pay any dividend in respect of its shares;
- (b) repurchase or redeem any of its own shares;
- (c) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to its shareholders;
- (d) repay any Subordinated Loans or pay any interest thereon;
- (e) make any prepayments or repayments under any long-term debt ranking junior or *pari passu* with the Bonds;
- (f) grant any loans except in the ordinary course of business; or
- (g) make any other similar distribution or transfers of value to any Person,

(items (a)-(g) above are together and individually referred to as a "**Restricted Payment**").

Notwithstanding the above, a Restricted Payment may be made:

- (a) if made to the Issuer or a wholly-owned Subsidiary of the Issuer or, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a pro rata basis;
- (b) if it constitutes the Initial Payments; and/or
- (c) if:
 - (i) the Incurrence Test is met (calculated on a pro forma basis including the relevant Restricted Payment); and
 - (ii) if, at the time of the payment, the aggregate amount of all Restricted Payments of the Group (other than payments permitted under paragraph (a) above) in any fiscal year (including the Restricted Payment in question) does not exceed the lower of SEK 19,000,000 or 50 per cent. of the Group's consolidated net profit for the previous financial year.

- Nature of business:** The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the First Issue Date if such substantial change would have a Material Adverse Effect.
- Financial Indebtedness:** The Issuer shall not, and shall procure that none of its Subsidiaries will, incur any Financial Indebtedness, other than Permitted Debt.
- Disposals of assets:** The Issuer shall not and shall procure that no Subsidiary, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction (i) is carried out at fair market value and on arm's length terms, (ii) does not have a Material Adverse Effect, (iii) is not a disposal to any entity controlled by, directly or indirectly, or affiliates with the Guarantor, (iv) is not a sale of the shares in the Property Company and (v) the net disposal proceeds are deposited on the Blocked Account, following which such deposited funds may, with the approval of the Agent, be used for the purpose of the Second Subsequent Bond Issue or partial redemption of the Bonds.
- The Property may be wholly or partially disposed of, provided that the proceeds from such disposal(s) shall be reinvested in the Property, used as construction and development financing on the Property or be used as repayment of existing debt in the Property Company.
- Negative pledge:** The Issuer shall not and shall procure that none of its Subsidiaries will, provide, prolong or renew any security over any of its/their assets (present or future), other than any Permitted Security.
- Loans out:** The Issuer shall not and shall procure that none of its Subsidiaries will, extend any loans in any form to any other party, other than any loans existing on the First Issue Date granted by the Property Company to NFF Nordic AB.
- Mergers and demergers:** The Issuer shall procure that none of its Subsidiaries will enter into a merger or demerger, other than solvent mergers where the Issuer is the surviving entity or any mergers where a Subsidiary subject to a share pledge is the surviving entity, provided that the Issuer may not be merged into any other company.
- Acquisitions:** Any acquisitions made with the proceeds from a Subsequent Bond Issue shall be made on arm's length and market terms and if any company is acquired, may only be made by the Issuer.

Dealings at arm's length terms:	The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with any person (other than Group Companies) at arm's length terms.
Compliance with laws and authorisations:	The Issuer shall, and shall make sure that its Subsidiaries will, (i) comply with all laws and regulations applicable from time to time and (ii), obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.
Insurance:	The Issuer shall, and shall procure that its Subsidiaries will maintain insurances with one or more reputable insurers on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.
Environmental:	The Issuer shall, and shall ensure that its Subsidiaries will, comply with all environmental laws and obtain, maintain and ensure compliance with all requisite environmental permits, if failure to do so has or is reasonably likely to have a Material Adverse Effect.
Lease Agreement:	The Issuer shall ensure that the lease agreement entered into between the Property Company and Farsta Strand Hotel & Conference AB is not amended in any material way, until such agreement is terminated due to the commencement of the construction on the Property.

Events of Default

- (a) **Non-payment:** The Issuer or the Guarantor fails to pay an amount on the date it is due in accordance with the Finance Documents unless:
- (i) its failure to pay is caused by administrative or technical error and
 - (ii) payment is made within five (5) Business Days of the due date.
- (b) **Other obligations:** A party (other than the Agent) fails to comply with the Finance Documents, in any other way than as set out under (a) or (b) above, provided that the Agent has requested the Issuer in writing to remedy such failure and the Issuer has not remedied the failure within fifteen (15) Business Days from such request (if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written request).
- (c) **Cross payment default and Cross-acceleration:** Any Financial Indebtedness of a Group Company is

- (i) not paid when due as extended by any originally applicable grace period (if there is one); or
- (ii) is declared to be due and payable prior to its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur under this paragraph (d) if (i) the aggregate amount of Financial Indebtedness that has fallen due is less than SEK 5,000,000 or (ii) it is owed to a Group Company.

(d) **Insolvency:**

- (i) Any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (except for Bondholders) with a view to rescheduling its Financial Indebtedness; or
- (ii) a moratorium is declared in respect of the Financial Indebtedness of any Group Company.

(e) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 60 days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to Subsidiaries, solvent liquidations) in relation to:

- (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Group Company; and
- (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets or any analogous procedure or step is taken in any jurisdiction.

(f) **Creditors' process:** Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value of an amount equal to or exceeding SEK 5,000,000 and is not discharged within 60 days.

- (g) **Mergers and demergers:** A decision is made that the Issuer shall enter into a merger where it is not the surviving entity or that it shall enter into a demerger.
- (h) **Impossibility or illegality:** It is or becomes impossible or unlawful for the Issuer to fulfill or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.
- (i) **Continuation of the business:** The Issuer or any other Group Company ceases to carry on its business if such discontinuation is likely to have a Material Adverse Effect.

Allocation of Proceeds: All payments by the Issuer relating to the Bonds and proceeds received from an enforcement shall (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the below) be made and/or distributed in the following order of priority:

- (a) *first*, in or towards payment of the Agent under the Finance Documents, including all costs and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents;
- (b) *secondly*, towards payment of accrued interest unpaid under the Bonds;
- (c) *thirdly*, towards payment of principal under the Bonds; and
- (d) *fourthly*, in or towards payment of any other costs or outstanding amounts under and in respect of the Bonds.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer (or the Guarantors, as applicable).

Acceleration amount: In the event of an acceleration of the Bonds, the Issuer shall redeem all Bonds with an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period.

Agents and other parties

Arranger: JOOL Markets AS, Grundingen 2, 0250 Oslo, Norway.

Agent and Security Agent: The Bondholders' agent and security agent under the Terms and Conditions and, if relevant, the Finance Documents, from time to time; initially Intertrust (Sweden) AB, reg. no. 556625-5476, P.O. Box 16285, SE-103 25 Stockholm, Sweden.

CSD: With respect to NOK Bonds, the Issuer's central securities depository and registrar from time to time, initially Verdipapirsentralen ASA (org. nr. 985 140 421, Fred Olsens gate 1, 0152 Oslo).

With respect to SEK Bonds and the EUR Bonds, the Issuer's central securities depository and registrar from time to time, initially Euroclear Sweden AB, reg. nr. 556112-8074

Miscellaneous

Quorum and majority requirements: Quorum at a Bondholders' meeting exists only if Bondholders representing at least 20 per cent. in case of a majority decision and 50 per cent. in case of a decision requiring qualified majority, of the aggregate Nominal Amount attend the Bondholders' meeting in due order.

Bonds held by the Issuer or its Affiliates shall not be considered when calculating if necessary majority has been achieved and shall not carry any voting right.

The resolution of the Bondholders shall be in accordance with the opinion held by the majority of the Nominal Amount of the Bonds represented at the meeting.

In respect of the certain matters, a qualified majority of at least two thirds (2/3) of the Bonds represented at the meeting is required for a resolution to be passed.

If the quorum requirement has not been met, no quorum requirement applies in the second meeting.

Voting: Notwithstanding anything to the contrary above, at a bondholders' meeting or by way of a written procedure, the calculations of whether a quorum exist and if the relevant consent has been obtained, shall be made in SEK. Each Bond shall always entitle to one vote at a bondholders' meeting or by way of a written procedure. The value of the vote of each SEK Bond shall be the Nominal Amount and the value of the vote of each EUR Bond and NOK Bond shall be the Nominal Amount of the EUR Bond and the NOK Bond converted into SEK at the Initial Exchange Ratio. For the avoidance of doubt, the Adjusted Nominal Amount shall at all times be calculated based on the Initial Exchange Ratio.

No action clause: No Bondholder may take any action against the Issuer in matters relating to the Bonds or the Terms and Conditions.

Terms and Conditions: The Terms and Conditions will regulate the rights and obligations with respect to the Bonds. In the event of any discrepancy between this term sheet and the Terms and Conditions, the Terms and Conditions shall prevail.

By investing in the Bonds, each investor accepts to be bound by the Terms and Conditions. Further, by investing in the Bonds each investor accepts that certain adjustments to the structure and terms described in this term sheet may occur and that they are bound by the final terms of the Terms and Conditions.

The Terms and Conditions shall include provisions on the Agent's right to represent the Bondholders, as well as other provisions customary for a Nordic bond offering.

Governing law and disputes:

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

Any dispute or claim arising in relation to the Terms and Conditions shall be determined by Swedish courts.

Stockholm, [...] May 2019

NCP NORDIC AB (publ)

as Issuer

JOOL MARKETS AS

as Arranger

DEFINITIONS

"Advance Purchase Agreements" means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts, or (b) any other trade credit incurred in the ordinary course of business.

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

"Agency Agreement" means the fee agreement entered into between the Agent and the Issuer on or about the First Issue Date regarding, *inter alia*, the remuneration payable to the Agent.

"Blocked Account" means an account in the name of the Issuer which has been pledged in favour of the Security Agent and on which the Net Proceeds from the Subsequent Bond Issue shall be deposited pending application in accordance with the purpose of the Second Subsequent Bond Issue.

"Bondholder" means the person who is registered on a Securities Account as direct registered owner (*ägare*) or nominee (*förvaltare*) with respect to a Bond.

"Bond Issue" means the Initial Bond Issue and any Subsequent Bond Issue.

"Business Day" means a Business Day Sweden and a Business Day Norway.

"Business Day Norway" means a day other than a Saturday, Sunday or a public holiday in Norway on which the Norwegian Central Bank's and the Norwegian CSD's settlement systems are open and commercial banks in Norway are open for business.

"Business Day Sweden" means a day in Sweden other than a Sunday or other public holiday and on which day the Swedish CSD settlement system is open. Saturdays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year's Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

"Change of Control Event" means the occurrence of an event or series of events whereby the Guarantor and NFF Nordic AB, ceases to own, directly or indirectly, (a) 100 per cent of the shares and votes in the Issuer or (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

"Collector Debt" means the approximately SEK 30,000,000 loan plus accrued interest granted to VSQ Property AB by Collector Bank AB.

"Completion Date" means the date of disbursements of the proceeds from the Proceeds Account.

"Compliance Certificate" means a certificate to the Agent, in the agreed form between the Agent and the Issuer, signed by the Issuer certifying (as applicable):

- (a) that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it;

- (b) if the Compliance Certificate is provided in connection with an Incurrence Test, that the Incurrence Test is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated);

"Construction Facility" means any construction facilities (Sw. *byggkreditiv*) incurred by a Subsidiary to finance the development and construction of any properties owned by such Subsidiary.

"EBITDA" means, in respect of the Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Report(s):

- (a) before deducting any amount of tax on profits, gains or income paid or payable by any member of the Group;
- (b) before deducting any Net Finance Charges;
- (c) before taking into account any extraordinary items which are not in line with the ordinary course of business provided that such items are not in excess of an amount equal to ten (10) per cent. of EBITDA in the Reference Period;
- (d) before taking into account any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;
- (e) not including any accrued interest owing to any Group Company;
- (f) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (g) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (h) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;
- (i) plus or minus the Group's share of the profits or losses of entities which are not part of the Group;
- (j) after adding back any losses to the extent covered by any insurance and in respect of which insurance proceeds have been received by the Group; and
- (k) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.

"Escrow Accounts" means a SEK bank account and/or EUR bank account and/or a NOK bank account opened by the Arranger with a reputable bank on which the proceeds from the Bond Issue will be held until the Conditions Precedent for Disbursement have been fulfilled.

"Existing Debt" means the approximately SEK 8,100,000 loan granted to the Property Company by Ålandsbanken and the approximately SEK 16,000,000 loan granted to the Property Company by GCC Capital AB.

"Existing Facilities" means the existing approximately SEK 264,000,000 credit facilities incurred by the Property Company and provided by Danske Bank.

"Finance Charges" means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group according to the latest Financial Report(s) (calculated on a consolidated

basis) other than Transaction Costs, capitalised interest in respect of any loan owing to any member of the Group or any Subordinated Loans (if any) and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.

"Financial Indebtedness" means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any Finance Leases;
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

"Finance Documents" means:

- (a) the Terms and Conditions;
- (b) the Agency Agreement;
- (c) the Security Documents;
- (d) the Subordination Agreement (if any); and
- (e) any other document designated to be a Finance Document by the Issuer and the Agent.

"Financial Report" means the Group's annual audited financial statements or quarterly interim unaudited reports, which shall be prepared and made available according to (a) and (b) under Section "Financial Reporting".

"Initial Exchange Ratio" means the SEK/NOK and SEK/EUR exchange rate quoted on the Swedish Central Bank's website (www.riksbank.se) at 12:00 Swedish time on the First Issue Date.

"Initial Payments" means initial payments made out of the Net Proceeds (i) to repay the approximately SEK 36,000,000 loan from Nordiska Kreditmarknads AB to NFF Nordic AB (which may be made by way of a downstream loan to the Property Company which in turn shall repay its debt to Nordic City Properties AB) and (ii) approximately SEK 38,000,000 for payment of accrued and unpaid costs of the Property Company relating to *inter alia* project and property management, consultancy fees and various investments and payable to companies directly or indirectly controlled by Johan Lundberg.

"Interest Coverage Ratio" means the ratio of EBITDA to Net Finance Charges.

"Loan to Value" means the ratio of Net Interest Bearing Debt to the Value in accordance with the most recent Valuation.

"Market Loan" means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on Nasdaq Stockholm or any other regulated or unregulated recognised market place.

"Material Adverse Effect" means a material adverse effect on:

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

"MTF" means any multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments).

"Net Finance Charges" means, for the Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Reference Period to any member of the Group and any interest income relating to cash or cash equivalent investment (and excluding any interest capitalised on Subordinated Loans).

"Net Interest Bearing Debt" means the aggregate interest bearing debt less cash and cash equivalents of the Issuer and the Property Company (excluding any Construction Facilities) in accordance with the applicable accounting principles of the Issuer from time to time (for the avoidance of doubt, excluding guarantees, bank guarantees, Subordinated Loans, any claims subordinated pursuant to a subordination agreement on terms and conditions satisfactory to the Agent and interest bearing debt borrowed from any Group Company).

"Net Proceeds" means the proceeds from a Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer to the Arranger and its advisors for the services provided in relation to the placement and issuance of the Bonds.

"New Property" means any property or property owning company acquired by the Issuer with the proceeds from a Subsequent Bond Issue.

"Permitted Debt" means any Financial Indebtedness:

- (a) incurred under the Bonds (other than Subsequent Bonds);
- (b) incurred by a Group Company from another Group Company (including any cash pool arrangements);
- (c) incurred under any Subordinated Loans;
- (d) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test, tested pro forma including such incurrence and is incurred as a result of a Subsequent Bond Issue;

- (e) incurred or existing in a Subsidiary that is being acquired by the Issuer (other than the Property Company), provided that in addition to any Construction Facilities incurred by such Subsidiary, there may only be one additional senior lender in each Subsidiary;
- (f) incurred by the Property Company under (i) the Existing Facilities, including any refinancing thereof, (ii) any Construction Facilities and (iii) the originally approximately SEK 65,700,000 loan from Nordic City Properties AB;
- (g) incurred under Advance Purchase Agreements;
- (h) incurred under any pension and tax liabilities in the ordinary course of business by any Group Company;
- (i) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds;
- (j) until the first distributement day, the Existing Debt; and
- (k) not covered under paragraphs (a)-(i) above in an aggregate maximum amount of SEK 5,000,000.

"Permitted Security" means any security:

- (a) provided under the Finance Documents;
- (b) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (c) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including any group cash pool arrangements;
- (d) provided in relation to any lease agreement entered into by a Group Company in the ordinary course of business and on normal commercial terms;
- (e) any Security created for the benefit of the financing providers in relation to a refinancing of the Bonds in full, however provided always that any perfection requirements in relation thereto are satisfied after repayment of the Bonds in full (other than with respect to an escrow account (if applicable) which may be perfected in connection with the incurrence of such debt); and
- (f) provided for items (e) and (f) in the definition of "Permitted Debt".

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"Property" means the real property Stockholm Sillö 5.

"Property Company" means Farsta Sillö 5 AB, org. nr. 556956-1508.

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

"Reference Period" means each period of 12 consecutive calendar months.

"Security Documents" means the security documents pursuant to which the Transaction Security is created and any other document designated as a Security Document by the Issuer and the Agent.

"Subordinated Loans" means any shareholder loan made to the Issuer as debtor, if such loan:

- (a) according to the Subordination Agreement is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Maturity Date.

"Subsidiary" means, in respect of which such person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners; or
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

"Transaction Costs" means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with a Bond Issue.

"Valuation" means a valuation of the Property and/or a New Property prepared and issued by an independent and reputable appraiser.

"Value" means (i) the aggregate of the market or construction rights (*Sw. byggrättsvärdering*) value of the the Property and any New Property pursuant to the most recent Valuation, or (ii) if so requested by the Agent, the average value of two Valuations.

"VSQ Property" means the real property Lidingö Söderåsen 1, owned by VSQ Property AB, org. no. 556913-3050.