

This prospectus was approved by the Swedish Financial Supervisory Authority on 30 September 2020. The validity of this prospectus will expire within twelve (12) months after the date of its approval. The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this prospectus is no longer valid.

FASTIGHETS AKTIEBOLAGET TRIANON (PUBL)



PROSPECTUS REGARDING THE ADMISSION TO TRADING OF SEK 100,000,000

SUBORDINATED PERPETUAL FLOATING RATE CALLABLE CAPITAL SECURITIES

ISIN: SE0012453900

30 September 2020

Amounts payable under the Capital Securities (as defined herein) are calculated by reference to STIBOR, which is provided by the Swedish Bankers' Association (Sw. Svenska Bankföreningen). As at the date of this Prospectus (as defined herein), the Swedish Bankers' Association does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "BMR"). As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the Swedish Bankers' Association is not currently required to obtain authorisation or registration.

Important information

This prospectus (the “**Prospectus**”) has been prepared by Fastighets Aktiebolaget Trianon (publ) (“**Trianon**”, the “**Company**” or the “**Issuer**” and together with its direct and indirect subsidiaries, unless otherwise indicated by the context, the “**Group**”), registration number 556183-0281, in relation to the application for admission to trading of capital securities in the amount of SEK 100,000,000 issued under the Company’s maximum SEK 500,000,000 subordinated perpetual floating rate callable capital securities with ISIN SE0012453900 (the “**Capital Securities**”), of which SEK 400,000,000 was issued on 17 April 2019 (the “**First Issue Date**” which Capital Securities are referred to as “**Initial Capital Securities**”) and SEK 100,000,000 was issued on 1 September 2020 (“**Subsequent Issue Date**” which Capital Securities are referred to as “**Subsequent Capital Securities**”) in accordance with the terms and conditions for the Capital Securities (the “**Terms and Conditions**”), on the Sustainable Bond List at Nasdaq Stockholm AB (“**Nasdaq Stockholm**”). In this Prospectus, references to “**SEK**” refer to Swedish Kronor.

This Prospectus has been prepared as well as approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) pursuant to Chapter II and Article 20 in the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “**Prospectus Regulation**”). Furthermore, Annexes 7 and 15 of the Commission Delegated Regulation (EU) 2019/980 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, form the basis for the content of this Prospectus. Approval and registration in accordance with the Prospectus Regulation does not constitute any guarantee from the SFSA that the information in this Prospectus is accurate or complete.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Capital Securities in any jurisdiction. It has been prepared solely for the purpose of admitting the Capital Securities to trading on Nasdaq Stockholm. This Prospectus may not be distributed in any country 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 Capital Securities are therefore required to inform themselves about, and to observe, such restrictions. The Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and are subject to U.S. tax law requirements. The Capital Securities 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 (as defined in Rule 902 of Regulation S under the Securities Act). The Company has not undertaken to register the Capital Securities under the Securities Act or any U.S. state securities laws or to affect any exchange offer for the Capital Securities in the future. Furthermore, the Company has not registered the Capital Securities under any other country’s securities laws. It is the investor’s obligation to ensure that the offers and sales of Capital Securities comply with all applicable securities laws.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Company’s auditors. Certain financial information in this Prospectus may have 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. This Prospectus shall be read together with all documents that are incorporated by reference and possible supplements to this Prospectus.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company’s management or are assumptions based on information available to the Group. The words “*considers*”, “*intends*”, “*deems*”, “*expects*”, “*anticipates*”, “*plans*” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group’s operations. Such factors of a significant nature are mentioned in Section Risk factors below.

The Capital Securities may not be a suitable investment for all investors and each potential investor in the Capital Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should (i) have sufficient knowledge and experience to make a meaningful evaluation of the Capital Securities, the merits and risks of investing in the Capital Securities and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Capital Securities and the impact other Capital Securities will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Capital Securities; (iv) understand thoroughly the Terms and Conditions; and (v) be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

This Prospectus has been prepared in English only and is governed by Swedish law. Disputes concerning, or related to, the contents of this Prospectus shall be subject to the exclusive jurisdiction of the courts of Sweden. The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance. The Prospectus is available at the SFSA’s website (www.fi.se) and the Company’s website (www.trianon.se).

Table of Contents

Risk Factors.....	4
Responsible for the information in the Prospectus.....	18
The Capital Securities in brief.....	19
Description of the Company and the Group.....	27
Board of directors, senior management and auditors	35
Overview of financial reporting and documents incorporated by reference	37
Documents available for inspection	38
Terms and Conditions for the Capital Securities.....	39
Addresses	71

Risk Factors

The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Capital Securities in order to make an informed investment decision. The below risk factors are therefore limited to risks that, in the meaning of Regulation (EU) 2017/1129, are material and specific, to the Company, the Group and the Capital Securities.

The manner in which the Company and the Capital Securities are affected by each risk factor is illustrated by way of an evaluation of the materiality of the relevant risk factor based on the probability of it occurring and the expected magnitude of its negative impact, for the purpose of which the probability is estimated as “low”, “medium” or “high” and the magnitude of negative impact if it would occur as “low”, “medium” or “high”. The most material risk factor in a category is presented first under that category, whereas subsequent risk factors in the same category are not ranked in order of materiality.

RISK FACTORS SPECIFIC AND MATERIAL TO THE COMPANY AND THE GROUP

I. Risks related to the Group’s business activities and industry

Risks associated with the acquisition and divestment of properties

Acquisition of property forms an essential basis for the Company’s operations. The Company is therefore dependent on that the market supply meets the Company’s expectations and investment capacity, with, for example, regard to location and anticipated return on investment. Access to, and demand for, properties and construction rights, competition, planning, local regulations and access to financing may restrict the Company’s ability to complete acquisitions at favourable terms or at all.

Moreover, the Group’s acquisition of properties is associated with risks relating to the properties themselves, for example, erroneous assumptions regarding the acquired asset’s future return on investment, the risk of a decline in tenancy rates or unforeseen costs associated with meeting environmental requirements. Property transactions may also give rise to substantial transaction costs which cannot necessarily be compensated, for example, if a transaction is not completed or an acquisition being rescinded due to provisions in the contract or financing reservations. Gaps or shortcomings in due diligence may force the Company to procure unforeseen development and adaptation measures, or may even lead to long-term disputes. Furthermore, there is a risk the Company may not be reimbursed by a counterparty in relation to guarantee claims arising. Should any of the abovementioned risks materialise, it could have a negative impact on the Company’s financial position and earnings for instance by an increase of costs and liabilities.

The Company’s ability to divest properties at favourable terms depends on the development of the property market in the regions where the Group operates. There is a risk that the property market lack liquid funds or other means to complete acquisitions, which could negatively affect the Company’s ability to divest its properties. Should the Company be forced to divest one or more of its properties, for example, due to a decline in the Company’s financial condition, there is a risk that such divestment cannot be completed at terms favourable to the company, or at all, which could have a negative impact on the Company’s operations, financial position and earnings.

When divesting properties, there is also a risk that any defects will be identified by the new owner after the sale has been completed, which may entitle the owner to reimbursement or corrective

measures from the Company. Such claims could have a negative impact on the Company's reputation and financial position.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Risks relating to the Company's project development

The Company's operations include new-builds, as well as adapting its existing property portfolio to tenants' needs by way of renovation, extension and other adaptation measures. Extensive property-related projects are associated with substantial investments, and there is a risk that the costs for such investments cannot be compensated for by increased rents or the cutting of costs. Furthermore, the costs associated with investments and projects may be greater than anticipated, as a result of, for example, delays and unforeseen events, including changes to regulations or zoning plans, meaning that premises and/or residential housing cannot be utilised as intended. In the event the Company cannot receive compensation for such increased costs or income losses, the aforementioned risks, should they materialise, could have a negative impact on the Company's operations, financial position and earnings.

The capacity to carry out new-builds, renovation and extension work as well as tenant adaptations depends on a number of factors, such as the Company obtaining necessary approval from authorities in relation to, for example, zoning plans and construction permits, and engaging sufficiently competent personnel at acceptable terms. The Company's development projects are carried out by external construction firms, meaning that the Company is dependent on access to external suppliers and contractors and the current price level of such services. There is limited access to suppliers providing such services to an extent and level meeting the standards and requirements of the Company. Hence, there is a risk that the Company may be unable to engage external parties in the event any of its existing suppliers resign, or if additional parties are necessary in order to carry out the Company's operations. There is also a risk that one or several of the parties currently engaged by the Company is subject to restructuring, shut-down, acquisition, or similar, which could bring about delays and increased costs for the services provided to the Company. Furthermore, the Company's dependence on external suppliers is associated with certain project-related risks, such as delays, construction defects, hidden or other defects, damage and contamination, which could lead to that the relevant tenants, under certain circumstances, claim compensation from, or cancel their rental agreements with the Company. Delays in relation to development projects may also arise because of that construction permits are not granted or that administrative decisions relating to zoning plans are postponed, whereupon agreements with intended tenants may need to be cancelled. If one or a few of the aforementioned risks materialise, it could have a negative impact on the Company's operations and earnings.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Company is subject to risks relating to rental income and development

The Company's revenue primarily consist of rental income, which depend on occupancy rates with respect to properties and premises, rental rates, and the extent to which tenants fulfil their payment obligations towards the Company. Rental rates and occupancy rates are, among other factors, affected by economic growth and the rate at which new premises and housing are produced. Around

44 per cent. of the Company's revenue is attributable to commercial premises and around 56 per cent. to residential housing. In relation to commercial property and premises, certain tenants account for a large share of the Company's annual contracted revenue. As per 31 December 2019, ten of the tenants accounted for approximately 51 per. cent of the yearly income of the commercial premises. Should one or more of the Company's major tenants refrain from renewal or extension of their rental agreements at the relevant expiry date, or should simultaneously a large amount of residential tenants be unable to fulfil their payment obligations vis-à-vis the Company, it could negatively affect occupancy rates and rental income.

Certain of the Company's tenants' operations are tax-funded and are subject to political decisions or cost-saving initiatives which in turn could affect the eligibility of extended contracts at expiry, at terms which are favourable to the Company. Should such contracts not be extended, it could negatively affect occupancy rates, with rental revenue falling as a result.

Rental income is also affected by current rates of market rental rates. General market trends may impact rents in conjunction with the renegotiation of existing rental agreements, as well as during agreement of contracts with new tenants. Should the Company fail to enter into or extend rental agreements at favourable terms, or at all, this could lead to a drop in occupancy rates and rental revenues.

Should one or more of the aforementioned risks materialise, it could have a material negative impact on the Company's earnings due to decreased income.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Company is subject to geographical risk with respect to the Malmö region

The Company currently operates exclusively in the Malmö region, and is therefore particularly sensitive to various economic factors affecting that region. A major demographic transformation has taken in place in Malmö over the past decades, with the city's industrial profile being replaced by a modern, knowledge-based profile, which has contributed to the development of the property market in the city. This developmental trend may stagnate in the future, which could negatively affect rental income, vacancy rates, overall demand and property value.

Moreover, an economic downturn in relation to companies operating in sectors essential to the future development of the Malmö area, including technology-intensive and consumer-orientated firms, could entail an outcome similar to a general economic decline, bringing about lessened demand for commercial premises and housing, as well as a decline in employment rates and population levels. Should such a negative trend in Malmö's future development occur, it could have a material negative impact on the Company's operations, financial position and earnings due to decreased cash-flow and income as well as increased liabilities.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Company is subject to risks related to methods used to calculate rent

The calculation of rent differs substantially between commercial premises and residential properties. Levels of rent for commercial premises depend on the economic climate, and are primarily affected by factors such as general demand, the type of premises, design, standard, location and the allocation

of costs and ongoing management measures between the tenant and property owner. Unlike rental calculation for commercial premises, rental calculation in relation to the Swedish residential housing rental market is not subject to freedom of pricing. Calculation of rent for residential housing is partially regulated through the so-called utility value system (Sw. *bruksvärdesystemet*) which is a control system for societal rent calculation whereby landlords may not impose rents which exceed certain agreed levels for rents at equivalent locations and standards, and that are set in collective negotiations for housing. As a general rule, rental negotiations on the Swedish housing market involve property owners, or associations thereof, and the Swedish Union of Tenants (Sw. *Hyresgästföreningen*). With respect to Malmö, the so called Malmö model – which is a local form of the utility value system – is in effect, consisting of an agreement between the Swedish Union of Tenants (South Skåne Region) and Malmö's Municipal Housing Enterprise (Sw. *Malmö Kommunala Bostadsbolag (MKB)*). With respect to rental calculation, the standard and location of apartments are given greater importance than otherwise the case in other geographical areas. Hence, the Company is particularly sensitive to standard and location of its properties in the calculation of rental rates, which may affect the level of rental income with respect to residential housing.

The regulated rent calculation on the private rental housing market is associated with the risk that general cost increases may not be compensated by increases in rental income, or that such an effect is delayed. Moreover, due to the rental levels being regulated, the development of rental rates with respect to residential housing may develop in a direction less favourable to the property owner. Should the Company be unable to compensate for the increased costs of housing by increased rents, it could have a material negative impact on the Company's financial position and earnings in terms of lower equity and income.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

II. Market risk

Changes to macroeconomic factors may negatively impact the property sector

An overall decline or fluctuation in the market for commercial and residential property, both in general and in the Malmö area, could affect rents, occupancy rates, demand with respect to the Company's premises, the value of the Company's properties as well as availability and cost of financing. Should any or all of the aforementioned risk factors materialise, it could have a material negative impact on the Company's operations, financial position and earnings due to decreased cash-flow, equity and income as well as increased liabilities.

Inflation expectations affect the interest rate and therefore affect the Company's net income. The interest cost of debts to credit institutions and outstanding market loans constitute one of the Company's main cost items. In the long term, changes in the interest rate thus have a significant effect on the Company's result and cash flow. In addition, changes in the interest rate and the inflation also affect the yield requirements and thus the market value of the properties. The Company owns and manages property only in the Malmö region, and the Company's holdings are thus especially exposed towards macroeconomic risk factors that affect property in such geographic area. If one or several of these factors would develop negatively, it could have a material negative impact on the Company's financial position and earnings and adversely affect the investor's ability to receive payment under the Terms and Conditions.

Approximately 80 per cent. of the commercial property lease agreements entered into by the Group Companies are linked to the Swedish Consumer Price Index (*Sw. konsumentprisindex*), which means that such agreements are adjusted in accordance with the inflation. There is a risk that the Company and the Group will not be able to negotiate lease agreements that wholly or partially compensate the inflation. If the Company's costs due to inflation increase more than the compensation due to index adjustments, it could have a material negative impact on the Company's profit and financial position.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

III. Risks related to the Group's financial situation

The Company is subject to risks related to increased operational and maintenance costs

The Company's operational costs are mainly related to heat and electricity, but also, among other costs, include costs for maintenance, waste collection and water. As several of such goods and services only can be obtained from one, or a small number of suppliers, the Company may be forced to accept certain price levels less favourable to the Company. To the extent that costs increases in relation to such suppliers cannot be compensated for by corresponding increases in rent, the Company may incur additional costs, which could have a material negative impact on the Company's operations, financial position and earnings.

The Company is obliged to maintain a certain standard with regard to its buildings and residential housing in order to comply with the terms of rental agreements as well as with regulatory requirements. A large proportion of the Company's cost items are therefore attributable to maintenance. During the financial year 2019, such costs accounted for around 22 per cent. of the Company's total property expenditure. Such costs are recognised in the financial statements to the extent they constitute repair and maintenance for the purpose to maintain the original standard of the property. Other additional expenditures associated with maintenance is capitalised in the balance sheet to the extent such measures are deemed to increase the value of the property. Maintenance costs also include technical maintenance of the properties, leading to that structural defects, hidden faults and defects, damage (caused by, for example, power cuts, vermin, fire, asbestos or mould), contamination and severe weather conditions. As a result, unforeseen, extensive renovation work may lead to a substantial rise in maintenance costs.

Certain enterprises may require specific investment measures and specific tenant adaptations or may bring about general deterioration of the building. For example, several of the Company's properties have been utilised as, and adapted to the operations of schools, nurseries, residential care, libraries and sheltered housing. In order to satisfy the requirements of both the market and authorities, such adaptation related costs may be considerable, and there is a risk that any adaptations made may not meet the demands and expectations of future tenants, resulting in the Company potentially having to bear additional costly adaptations in the future.

Should any of the aforementioned risks materialise, it could have a material negative impact on the Company's financial position and earnings.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Company is subject to risks related to valuation of property

For the purpose of financial reporting, the Company's properties are all classified as investment properties and reported at their fair value in the balance sheet. The fair value is determined by an assessment of the market value for each property which is determined by a number of factors – some of which are property-specific, such as vacancy rates, rents, contract terms and operating costs, and some of which are market-specific, such as the required return on investment and imputed rate of interest derived from comparable transactions on the property market. As a result, a decline in property- and market-orientated conditions may lead to a decline in value of the Company's properties, which could have a material negative impact on the Company's operations, financial position and earnings.

As a property owning company, the company is dependent on an accurate valuation of its material property assets, for which purpose the Company consults external valuation expertise. There is a risk that the valuation carried out by such external expertise fails to reflect to accurate asset value of the Company or that any external expertise consulted terminates its agreements with the Company whereby other expertise will need to be sought. If the valuation does not accurately reflect the asset value or if external expertise cannot be retained on favourable terms or at all, it would result in that the Company incurs additional costs or must engage in time-consuming procedures, which in turn could have a material negative effect on the Company's financial position and earnings.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

Interest rate risks and risk related to use of interest rate derivatives

The Company finances its operations by, *inter alia*, loans from credit institutes, as bringing about long-term liabilities maintained at floating and fixed interest rates. Consequently, interest rate costs constitute one of the Company's largest cost items. Interest rate risk refers to the risk that changes to market interest rates could negatively affect the Group's earnings and cash flow. Interest costs are primarily affected by current market interest rates and the margins of credit institutes as well as any interest lock-in period chosen by the Company. As of 31 December 2019, the average interest rate for the Company's interest-bearing liabilities was 2.4 per cent., including interest rate swaps. As per 31 December 2019, the Group's interest bearing debt amounted to MSEK 4,565. Market interest rates are primarily affected by the anticipated rate of inflation, with short-term interest rates governed mainly by the Swedish Central Bank's (Sw. *Riksbanken*) base rate. Decreased as well as increased interest rates could have a negative impact on the Company's operations, financial position and earnings.

Market interest rates could also have an impact on the part of the Company's liabilities consisting of interest rate swaps. As of 31 December 2019, the Company held interest rate swaps for an amount of MSEK 2,060. Interest rate derivatives are reported at fair value. As market interest rates fluctuate, interest rate derivatives are subject to a theoretical increase or decrease in value, which does not impact on cash flow. A decrease in market interest rates would trigger a drop in the market value of the Company's interest rate derivatives, which could have a negative impact on earnings.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

Refinancing and liquidity risks

Liquidity and refinancing risks refer to the risk of increased cost and/or a limited scope for refinancing possibilities when loans are to be refinanced, and that the payment obligations cannot be fulfilled as a consequence of inadequate liquidity or difficulties in obtaining financing. Property companies often have significant levels of indebtedness and several creditors, meaning that borrowings fall due relatively frequently. The Company is financed by both equity and external loans. As regards the external financing, the financing primarily consist of bank loans with securities in property values and of a bond loan that was issued in February 2018 and the outstanding Capital Securities which were issued in April 2019 and September 2020. As announced by the Company in a press release as of 10 June 2020, the Company has refinanced SEK 2.6 billion in existing bank loans and has received new loans and credit decisions for the purpose of repurchasing outstanding bonds in the amount of MSEK 350.

There is a risk the Company may not be able to obtain additional financing, that existing financing will be cancelled and repayment requested immediately, or that new financing only may be obtained at terms less favourable to the Company. The Company, or other Group Companies, are at risk being default under existing financing agreements, which may entitle the lender to cancel the facility and demand immediate payment, while claiming the pledged collateral. In order to secure bank financing, the Group usually issues pledges over properties and shares in subsidiaries in form of a parent guarantee. Where a loan is cancelled and immediate repayment is requested, cross-default provisions may be triggered resulting in that further obligations fall due and that security is enforced. If, in future, the Company is unable to obtain the necessary financing or lacks the liquidity required in order to meet its obligations, is unable to refinance any obligations or may only be able to refinance obligations at significantly higher costs or fails to carry out a successful acquisition strategy bringing liquidity, this could have a negative impact on the Company's operations, financial position and earnings.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

Influence of major shareholders and change of control

As of 31 December 2019, the two largest shareholders combined held approximately 57 per cent. of the shares and 67 per cent. of the votes in the Company, and such shareholders are in turn either represented by or owned by certain founders, senior executives or members of the board of directors of the Company. The Company may, as a result of these shareholders' holdings in the Company, be controlled by certain majority shareholders whose interests may differ significantly from or compete with the Company's or the Group's interests or those of the holders and it is possible that such shareholders may exercise influence over the Company and the Group in a manner that is not in the best interests of the holders, particularly if the Company encounters difficulties or is unable to pay its debts as they fall due. Any majority shareholders have legal power to control a large amount of the matters to be decided by vote at a shareholder's meeting. For example, majority shareholders will have the ability to elect the board of directors, thus influencing its direction of the Group's operations and other affairs. Furthermore, majority shareholders may have an interest to pursue acquisitions, divestments, financings or other transactions that, in their judgment, could enhance their equity investments, although such transactions might involve undesired risks for the holders. There is nothing that prevents a shareholder or any of its affiliates from acquiring businesses that

directly compete with the Group. If such an event were to arise, it could have a material negative impact on the Group's earnings and financial position, due to decreased profits and increased indebtedness which in turn could affect the holders' recovery under the Capital Securities.

In addition, the concentration of share ownership could, depending on the circumstances, accelerate, delay, postpone or prevent a change of control in the Group and impact mergers, consolidations, acquisitions or other forms of combinations, as well as distributions of profit, which may or may not be desired by the holders or involve risks to the holders. Such conflict of interest could have a material adverse effect on the Group's operations, earnings and financial position and adversely affect the investor's ability to receive payment under the Terms and Conditions.

According to the Terms and Conditions, if a change of control event occurs, the Company may redeem the Capital Securities at par or at a premium. There is a risk that the redemption amount does not reflect the market price for the Capital Securities at the time of redemption.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *low*.

IV. Legal and regulatory risks

Exposure to changes in legislation and taxes

Changes in legislation relating to landlords and tenants, as well as legislation relating to acquisitions, taxes or the environment, or changes in the legal usage applicable to the Group's or its tenants' business, may have a negative effect on the Group's business.

The Group's operations may also be affected by changes in existing accounting standards which applies to the Group's operations, including, for example, IFRS and other international accounting standards. Such changes may also give rise to uncertainty regarding the Group's accounting, financial reporting and internal control, which may affect the Group's reported profit, balance sheet and equity.

Changes in tax legislation relating to companies and properties, as well as other government fees, may affect the conditions for the Group's operations, including the possibility of implementing property development projects, and may have negative effects on the Group's financial results.

On 1 January 2019, new Swedish tax legislation entered into force relating to, among other things, interest deduction limits for the business sector. The legislation is based on EU Directive 2016/1164 concerning the establishment of rules against tax avoidance practices that directly affect the functioning of the internal market and involve an overall limitation on interest deductions in the business sector. According to the legislations, a company's net interest expense, *i.e.* the difference between such company's taxable interest income and deductible interest expenses, will only be deductible up to 30 per cent. of the company's taxable EBITDA (*i.e.* earnings before interest, taxes, depreciation and amortisation). The legislation may cause the Group's final tax allowance, attributable to interest, to decrease as a result of the reduced allowance cap.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *low*.

V. Environmental and social risks

The Company is subject to environmental risks

Both the construction of buildings and the activities subsequently taking place at properties have an impact on the environment. Hence, companies engaged in property management are subject to legislation on health, safety and the environment, as well as regulations governing the acquisition, ownership and management of properties. According to the Swedish Environmental Code (Sw. *miljöbalken (1998:808)*), parties whose activities at a property give rise to contamination shall also be liable for decontamination. Where such a party is unable to perform decontamination or carry the cost of such decontamination, liability shall, in certain cases, fall upon the party who owns or has acquired the property, provided that this party was aware of, or ought to have detected, the contamination when the property was acquired. Accordingly, there is a risk of the Company being held liable for the decontamination of existing properties, or those acquired in future, irrespective of whether the contamination was caused by the Company itself.

Environmental risks associated with the Company's operations primarily entail the risk of contamination and hazardous substances occurring in properties and buildings. The Company is also subject to inspections by the Environmental Department (Sw. *Miljöförvaltningen*) on continuous basis, where there is an inherent risk of that the Company is ordered to take certain corrective measures. Inadequately adopted measures may result in the imposition of enforcement measures, fees or financial penalties and, in some cases, restrictions on the Company's activities.

If any of the aforementioned risks materialise, it could have a materially negative impact on the Company's operations, financial position and earnings through lower cash-flow and decreased equity and higher costs.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Risks relating to the Company's reputation

The Company's reputation affects the Group's operations and future earning capacity. The long-term profitability of the Company is dependent on the extent to which tenants, credit institutes and other participants on the property market associate the Company and its operations with positive values and high standards. Furthermore, as the Group has a strong position as a socially responsible and sustainable operator, the Company is dependent on the upholding of a strong reputation in relation to such issues in order to successfully pursue its business goals. Should the Company, or any of its board members, senior management or other companies or individuals with whom the Company is affiliated or may be associated, act in a manner which conflicts with the values it represents, the reputation of the Company may be impaired. Such deterioration of the Company's reputation could have a material negative impact on the Company's financial position and earnings since it can lead to increased costs and less income.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

RISK FACTORS SPECIFIC AND MATERIAL TO THE CAPITAL SECURITIES

I. Risks related to the nature of the Capital Securities

Credit risks

An investment in the Capital Securities carries a credit risk relating to the Company and the Group. The holders' ability to receive payment under the Terms and Conditions of the Capital Securities is therefore dependent upon the Company's and the Group's ability and willingness to meet its payment obligations, which in turn is dependent upon the performance of the Group's operations and its financial position.

An increased credit risk may cause the market to charge the Capital Securities a higher risk premium, which would affect the Capital Securities' value negatively. Another aspect of the credit risk is that any deterioration in the financial position of the Group may reduce the Group's possibility to receive debt financing at the time of the redemption of the Capital Securities.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Interest rate risks

The value of the Capital Securities is dependent on several factors, including the level of the general market interest rates over time, since the Capital Securities are perpetual. Potential investors in the Capital Securities are hence dependent on a favourable and stable general market interest rate over time in order to sustain profitability in respect of its investment. The Capital Securities carry interest at a floating rate of STIBOR (3 months) plus the applicable Margin. Hence, the interest rate is to a certain extent adjusted for changes in the level of the general interest rate. An increase of the general interest rate level could adversely affect the value of the Capital Securities. The interest rate level is to a high degree affected by the financial development at large and is outside the Group's control.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *low*.

Risks related to sustainable Capital Securities

The Company intends to use the Net Proceeds of the issue of the Initial Capital Securities and any Subsequent Capital Securities in accordance with the Company's sustainable bond framework (the "**Sustainable Bond Framework**") in force as at the relevant Issue Date. As there is currently no clear definition of what constitutes a "sustainable" or an equivalently-labelled project or what is precisely required for that a particular project may be defined as "sustainable" or equivalently labelled. Accordingly, there is a risk that any projects, asset or uses defined in the Sustainable Bond Framework will not meet current or future investor expectations regarding such "sustainable" or other equivalently-labelled performance objectives. Furthermore, future developments in the definitions of "sustainable" projects, towards which proceeds may be applied in accordance with the Sustainable Bond Framework, render the eligible projects for the Capital Securities Issue, as described in the Sustainable Bond Framework, obsolete. This could lead to present or future investor expectations or requirements as regards any investment criteria or guidelines whether according to

applicable law or regulations or by such investor's own by-laws, governing rules or investment portfolio mandates cannot be satisfied.

A failure by the Company to meet the Sustainable Bond Framework does not cause the Company to redeem the Capital Securities. Hence, there is a risk that the expectations of investors, insofar such expectations are related to the compliance with the Sustainable Bond Framework, are not met.

The Company has appointed CICERO Center for International Climate Research ("CICERO") for an independent, research-based evaluation of the Company's Sustainable Bond Framework to determine its environmental robustness. The evaluation has resulted in a second opinion dated on 31 March 2019 (the "**Second Opinion**"). CICERO is neither responsible for how the Sustainable Bond Framework is implemented and followed up by investors, authorities (as applicable) or other stakeholders, nor is CICERO responsible for the outcome of investments in projects described as eligible projects in the Sustainable Bond Framework. There is a risk that the suitability or reliability of any opinions issued by CICERO or any other third party, which may be made available in connection with the issue of Capital Securities or the issue of Subsequent Capital Securities, may be questioned by the Company, a potential investor, the holders or any third party. As any such opinion or certification only is current as of the date that opinion was initially issued, there is a risk that such opinion or certification may be deemed irrelevant at a later stage or by any investors in the Capital Securities. Furthermore, the providers of such opinions and certifications are currently not subject to any specific regulatory or other regime or oversight, and there is a risk that such providers will be deemed as not being reliable or objective in the future.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *low*.

II. Risks related to the Holders' rights and representation

Subordinated obligations of the Company

The Capital Securities represent deeply subordinated debt obligations of the Company. This means that if the Company is subject to any dissolution, winding-up, liquidation, restructuring (Sw. *företagsrekonstruktion*), administrative or other bankruptcy or insolvency proceedings, the holders normally receive payment after all other creditors have been paid in full. Hence, in relation to an Issuer Winding-up or an Issuer Re-construction (each as defined in the Terms and Conditions) holders' claims for the principal amount of their Capital Securities and any accrued and unpaid interest thereon will rank *pari passu* with any present or future claims in respect of obligations of the Company in respect of Parity Securities (as defined in the Terms and Conditions). Furthermore, claims will rank junior in right of payment to any present or future claims of all unsubordinated obligations of the Company and all Subordinated Indebtedness (as defined in the Terms and Conditions). In relation to an Issuer Winding-up (as defined in the Terms and Conditions), claims will however rank in priority to all present and future claims in respect of the ordinary shares of the Company and any other obligation of the Company expressed to rank junior to the Capital Securities or any Parity Securities. As the holders only will have an unsecured claim against the Company, the holders may not recover any or all of its investment.

Other than the remedies set out under the Section 15 (*Default and Enforcement*) of the Terms and Conditions shall be available to the holders, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Company of any of its other obligations

under or in respect of the Capital Securities. Such remedies are limited to certain proceedings and enforcement following a default under the Terms and Conditions.

Each investor should therefore be aware of that an investment in the Capital Securities entails a risk that the investor loses all or part of its investment if the Company becomes liquidated, bankrupt, insolvent, carries out a restructuring or is wound-up.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

Structural subordination and insolvency of subsidiaries

A significant part of the Group's assets and revenues relate to the Company's subsidiaries. The subsidiaries are legally separated from the Company and the subsidiaries' ability to make payments to the Company is restricted by, among other things, the availability of funds, corporate and legal restrictions. In the event of insolvency, liquidation or a similar event relating to one or several of the Company's subsidiaries, all creditors of such subsidiary would be entitled to payment in full out of the assets of such subsidiary before the Company, as a shareholder, would be entitled to any payments. Thus, the Capital Securities are structurally subordinated to the liabilities of such subsidiaries. Defaults by, or the insolvency of, certain subsidiaries may result in the obligation for the Company to make payments under financial or performance guarantees in respect of such subsidiaries' obligations or the occurrence of cross defaults on certain borrowings of the Group. There is a risk that the Company and its assets would not be protected from any actions by the creditors of a subsidiary, whether under bankruptcy law, by contract or otherwise.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

No limitation of issuing or guaranteeing debt

There is no restriction in the Terms and Conditions in relation to issuing or guaranteeing debt ranking senior to or *pari passu* with the capital securities. The Company and its subsidiaries may incur additional indebtedness or issue guarantees in respect of indebtedness or guarantees of third parties. Incurring such additional indebtedness may reduce the amount (if any) recoverable by holders if the Company is subject to any dissolution, winding-up, liquidation, restructuring (Sw. *företagsrekonstruktion*), administrative or other bankruptcy or insolvency proceedings and may increase the likelihood of that interest payments under the Terms and Conditions are deferred, at the potential detriment on a holder.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Holders of the Capital Securities have very limited rights in relation to the enforcement of payments on the Capital Securities

If a default is made by the Issuer for a period of 30 days or more in relation to the payment of any interest, principal or premium in respect of the Capital Securities which is due and payable, the rights of the holders in respect of the Capital Securities are limited to instigating proceedings for an Issuer Winding-up, and the holders may prove and/or claim in respect of the Capital Securities in an Issuer Winding-up. Whilst the claims of the holders in an Issuer Winding-up are for the principal amount of their Capital Securities together with any Deferred Interest and any other accrued and unpaid

interest, such claims will be subordinated as provided above under “*Subordinated obligations of the Company*”. Accordingly, claims in respect of the Capital Securities would rank junior to claims in respect of unsubordinated obligations of the Issuer in the event of an Issuer Winding-up. The holders are not entitled to accelerate payments of interest or principal under the Capital Securities in any circumstances outside an Issuer Winding-up.

Furthermore, whilst the holder may instigate other proceedings against the Issuer to enforce the terms of the Capital Securities, the Issuer shall not, by virtue of such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Accordingly, the holders’ rights of enforcement in respect of payments under the Capital Securities are very limited.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

The Capital Securities constitute perpetual obligations

The Capital Securities are perpetual meaning that the Capital Securities have no specified maturity date. The Company is not obliged to redeem the Capital Securities at any times and holders have no option to redeem the Capital Securities at any time. The Company may only redeem the Capital Securities in the circumstances described under Section 12 (*Redemption and repurchase of Capital Securities*) in the Terms and Conditions.

Any investor shall be aware of that it may be required to bear financial risks of the investment in the Capital Securities for a long period of time, in particular if no active trading on the secondary market occurs. Any investor shall also be aware of that it may not recover its investment in the Capital Securities before the Capital Securities are redeemed at the discretion of the Company. Any investor should therefore be aware that there is a risk that it may lose the whole or a part of its investment if the Company chooses not to redeem the Capital Securities.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

Deferral of interest payment

The Company may, at its sole discretion by giving notice to the Holders, the Agent and the Issuing Agent before the relevant Interest Payment Date, elect to defer any interest payment, in whole or in part, which would otherwise be due on any Interest Payment Date. If interest is deferred in accordance with the Terms and Conditions, the Company has no obligation to make such payment on the relevant Interest Payment Date (as defined in the Terms and Conditions) and any such non-payment of interest does not constitute a default or any other breach of obligations under the Capital Securities.

Deferral of interest payments may have an adverse effect on the market price for the Capital Securities. In addition, the availability to defer interest may result in that the market price for the Capital Securities is more volatile than otherwise would be the case for market prices of other securities in respect of which interest accrues over pre-determined interest periods. Furthermore, the

possibility to defer interest payments may expose the holders to fluctuations in the Company's financial position and may result in that the yields from the Capital Securities are less foreseeable.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Risks related to redemption and repurchase of Capital Securities

Upon the occurrence of an Accounting Event, a Substantial Repurchase Event, a Tax Event or a Withholding Tax Event, (each as defined in the Terms and Conditions) the Company may redeem the Capital Securities in whole, but not some only, at any time at together with any Deferred Interest and any accrued and unpaid interest (however, please note that the occurrence of any of these events do not entitle any of the holders to enforce and accelerate the Capital Securities). Furthermore, the Company may elect to redeem the Capital Securities in whole, but not some only, at par on the First Call Date or on any Interest Payment Date falling thereafter. The Company or any Group Company may, subject to applicable law, at any time and at any price purchase Capital Securities on the market or in any other way and Capital Securities held by a Group Company may at such Group Company's discretion be retained, sold or, if held by the Company, cancelled. In addition, upon the occurrence of a Change of Control (as defined in the Terms and Conditions) the Company may redeem the Capital Securities in whole to a certain redemption amount defined in the terms and Conditions.

If the Capital Securities are redeemed holders have the right to receive a redemption amount, which may exceed the nominal amount of the Capital Securities. There is a risk that the market value of the Capital Securities is higher than the amount received at redemption and that it may not be possible for holders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Capital Securities and may only be able to do so at a significantly lower rate.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Responsible for the information in the Prospectus

The Company has obtained all necessary resolutions, authorisations and approvals required in conjunction with the Capital Securities and the performance of its obligations relating thereto. The issuance of the Initial Capital Securities on 17 April 2019 was authorised by resolutions taken by the board of directors of the Company on 27 March 2019. The issuance of the Subsequent Capital Securities on 1 September 2020 was authorised by resolutions taken by the board of directors of the Company on 20 August 2020.

The board of directors of the Company is responsible for the information contained in this Prospectus. The board of directors confirms that, to the best of its knowledge and having taken all reasonable care to ensure that such is the case the information contained in the Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import. The board of directors of the Company is responsible for the information given in this Prospectus only under the conditions and to the extent set forth in Swedish law.

The information in the Prospectus and in the documents incorporated by reference which derive from third parties has been accurately reproduced and, as far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Prospectus has been approved by the SFSA as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA's approval should not be considered as an endorsement of the Company that is the subject of this Prospectus, nor should it be considered as an endorsement of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Malmö on 30 September 2020

FASTIGHETS AKTIEBOLAGET TRIANON (PUBL)

The board of directors

The Capital Securities in brief

This section contains a general and broad description of the Capital Securities. It does not claim to be comprehensive or cover all details of the Capital Securities. Potential investors should therefore carefully consider this Prospectus as a whole, including the documents incorporated by reference and the full Terms and Conditions for the Capital Securities before a decision is made to invest in the Capital Securities.

Concepts and terms defined in Section “*Terms and Conditions for the Capital Securities*” are used with the same meaning in this section unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus.

Summary of the Capital Securities

General

Issuer	Fastighets Aktiefbolaget Trianon (publ), a public limited liability company incorporated under the laws of Sweden with registration number 556183-0281.
Resolutions, authorisations and approvals	The Company’s board of directors resolved to issue the Initial Capital Securities on 27 March 2019 and the Subsequent Capital Securities on 20 August 2020.
The Capital Securities offered	Up to SEK 500,000,000 in an aggregate principal amount of subordinated perpetual floating rate capital securities. As at the date of this Prospectus, SEK 500,000,000 of the Capital Securities have been issued of which SEK 400,000,000 was issued on 17 April 2019 and SEK 100,000,000 was issued on 1 September 2020.
Nature of the Capital Securities	The Capital Securities constitute debt instruments (Sw. <i>skuldförbindelser</i>), each of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act.
Number of Capital Securities	Maximum 250. At the date of this Prospectus 250 Capital Securities have been issued, of which 200 Capital Securities were issued on 17 April 2019 and of which 50 Capital Securities were issued on 1 September 2020.
ISIN	SE0012453900.
Issue Date	17 April 2019 (First Issue Date) and 1 September 2020 (Subsequent Issue Date).
Price.....	All Capital Securities issued on the First Issue Date and the Subsequent Issue Date have been issued at an issue price of 100 per cent. of the Nominal Amount.

No maturity	The Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Capital Securities in the circumstances described in this Clause 12 (<i>Redemption and repurchase of the Capital Securities</i>) of the Terms and Conditions. The Capital Securities are not redeemable at the option of the Holders at any time.
Nominal Amount.....	The Capital Securities have a nominal amount of SEK 2,000,000, and full multiples thereof. The minimum permissible investment in connection with the Initial Capital Security Issue and the Subsequent Capital Security Issue were SEK 2,000,000.
Denomination.....	The Capital Securities are denominated in SEK.
Status of the Capital Securities	<p>The Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, unsecured and subordinated obligations of the Issuer. The rights and claims of the Holders in respect of the Capital Securities against the Issuer are subordinated as described below.</p> <p>In the event of a voluntary or involuntary liquidation (Sw. <i>likvidation</i>) or bankruptcy (Sw. <i>konkurs</i>) of the Issuer (each an “Issuer Winding-up”), the Holders shall have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank (i) <i>pari passu</i> without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities, (ii) in priority to all present and future claims in respect of the ordinary shares of the Issuer and any other obligation of the Issuer expressed by its terms as at its original issue date to rank junior to the Capital Securities or any Parity Securities, and (iii) junior in right of payment to any present or future claims of all unsubordinated obligations of the Issuer and all Subordinated Indebtedness.</p> <p>In the event of a company re-construction (Sw. <i>företagsrekonstruktion</i>) of the Issuer under the Swedish Company Reorganisation Act (Sw. <i>lag (1996:764) om företagsrekonstruktion</i>) the Holders shall have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest</p>

(including any Deferred Interest) thereon and such claims will rank (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities and (ii) junior in right of payment to any present or future claims of all unsubordinated obligations of the Issuer and all Subordinated Indebtedness.

Use of Proceeds..... The Net Proceeds of the Initial Capital Security Issue and the Net Proceeds of the issue of the Subsequent Capital Security Issue shall be applied by the Issuer in accordance with the Issuer's Sustainability Bond Framework.

Payments in respect of Capital Securities..... Any payment or repayment under the Terms and Conditions, or any amount due in respect of a repurchase of any Capital Securities, shall be made to such Person who is registered as a Holder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount. The Issuer is not liable to gross-up any payments under the Terms and Conditions by virtue of any withholding tax, public levy or similar.

Interest and Interest Rate

Interest Rate..... Interest on the Capital Securities is paid at a rate equal to the sum of (i) 3 months STIBOR plus (ii) the Margin. The Margin equals (subject to Clause 10.4 (*Step-up after a Change of Control Event*) of the Terms and Conditions):

- (i) in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 7.00 per cent. *per annum*;
- (ii) in respect of the period from (but excluding) the First Call Date to (and including) 17 April 2025, 9.00 *per annum*;
- (iii) in respect of the period from (but excluding) 17 April 2025 to (and including) 17 April 2027, 10.00 *per annum*;
- (iv) in respect of the period from (but excluding) 17 April 2027 to (and including) 17 April 2029, 11.00 *per annum*; and

- (v) from (but excluding) 17 April 2029 and thereafter, 12.00 *per annum*.

Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

Step-up after a Change of Control Event	Notwithstanding any other provision of Clause 10 in the Terms and Conditions, if the Issuer does not elect to redeem the Capital Securities in accordance with Clause 12.5 (<i>Voluntary redemption due to a Change of Control Event</i>) following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate otherwise determined in accordance with the provisions of Clause 10, on the Capital Securities shall be increased by five (5.00) per cent. <i>per annum</i> with effect from (but excluding) the Change of Control Step-up Date.
Default Interest.....	If the Issuer fails to pay any amount payable by it pursuant to certain provisions in the Terms and Conditions, on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate of two (2) per cent. <i>per annum</i> . See further Clause 10.5 (<i>Default Interest</i>) of the Terms and Conditions.
Interest Payment Dates.....	<p>Subject to any Optional interest deferral, Interest is to be paid quarterly in arrears on 17 January, 17 April, 17 July and 17 October each year, with the first Interest Payment Date being 17 July 2019 and the last Interest Payment Date being the relevant Redemption Date.</p> <p>Interest will accrue from (but excluding) the First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or, if the Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date) and, in respect of any Subsequent Capital Securities, each Interest Period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance (or the First Issue Date if there is no such Interest Payment Date) and ending on (and including) the next succeeding Interest Payment Date (or, if the Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date).</p>

Deferred Interest

<p>Deferral of Interest Payments</p>	<p>The Issuer may, at any time and at its sole discretion, elect to defer any Interest Payment, in whole or in part, which is otherwise scheduled to be paid on an Interest Payment Date by giving notice of such election to the Holders, the Issuing Agent and the Agent not less than seven (7) Business Days prior to the relevant Interest Payment Date. Such deferral shall not constitute a default according to the Terms and Conditions. See further Clause 11.1 (<i>Deferral of Interest Payments</i>) of the Terms and Conditions.</p>
<p>Optional settlement of deferred Interest.....</p>	<p>Deferred Interest may be paid, in whole or in part, at any time at the option of the Issuer following delivery of a notice to such effect given by the Issuer to the Holders, the Issuing Agent and the Agent not less than seven (7) Business Days prior to the date on which the Issuer will pay such Deferred Interest. See further Clause 11.2 (<i>Optional settlement of deferred Interest</i>) of the Terms and Conditions.</p>
<p>Mandatory settlement of deferred Interest.....</p>	<p>The Issuer shall pay any Deferred Interest, in whole but not in part, on the first date to occur of: (i) the tenth (10th) Business Day following the date on which a Deferred Interest Payment Event occurs, (ii) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period, and (iii) the date on which the Capital Securities are redeemed or repaid in accordance with Clause 12 of the Terms and Conditions. See further Clause 11.3 (<i>Mandatory settlement of deferred Interest</i>) of the Terms and Conditions.</p>

Redemption and re-purchase

<p>No maturity</p>	<p>The Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Capital Securities in the circumstances described in Clause 12.2 (<i>The Group Companies' purchase of Capital Securities</i>), Clause 12.3 (<i>Voluntary redemption by the Issuer (call option)</i>), 12.4 (<i>Voluntary redemption due to a Special Event</i>), 12.5 (<i>Voluntary redemption due to a Change of Control Event</i>), and 12.6 (<i>Cancellation</i></p>
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	<i>of Capital Securities</i>) under the Terms and Conditions of the Capital Securities.
The Group Companies' purchase of Capital Securities	The Issuer or any other Group Company may, subject to applicable law, at any time and at any price purchase Capital Securities in the market or in any other way. See further Clause 12.2 (<i>The Group Companies' purchase of Capital Securities</i>) of the Terms and Conditions.
Voluntary redemption by the Issuer (call option).....	The Issuer may redeem all, but not only some, of the Capital Securities in full on the First Call Date or on any Interest Payment Date falling thereafter at a price per Capital Security equal to one hundred (100.00) per cent. of the Nominal Amount together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date. See further Clause 12.3 (<i>Voluntary redemption by the Issuer (call option)</i>) of the Terms and Conditions.
Voluntary redemption due to a Special Event.....	Upon a Special Event (as defined in the Terms and Conditions) occurring, the Issuer may redeem all, but not some only, of its Capital Securities at any time at a price per Capital Security equal to (i) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount, and (ii) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount, in each case together with any Deferred Interest and any accrued interest. See further Clause 12.4 (<i>Voluntary redemption due to a Special Event</i>) of the Terms and Conditions.
Voluntary redemption due to a Change of Control Event.....	Upon a Change of Control Event occurring, the Issuer may redeem all, but not some only, of its Capital Securities at an amount equal to (i) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount, and (ii) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount, in each case together with any Deferred Interest and any accrued interest. See further Clause 12.5 (<i>Voluntary redemption due to a Change of Control Event</i>) of the Terms and Conditions.
Cancellation of Capital Securities	All Capital Securities which are redeemed pursuant to Clauses 12.3 to 12.5 and all Capital Securities purchased and elected to be cancelled pursuant to

Clause 12.2 (*The Group Companies' purchase of Capital Securities*) will be cancelled and may not be reissued or resold.

Holder's rights

Decisions by Holders	Any request made from the Issuer or a Holder (or Holders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount for a decision by the Holders on a matter relating to the Terms and Conditions shall be directed to the Agent and dealt with at a Holders' Meeting or by way of a Written Procedure, as determined by the Agent.
Holder's Meeting.....	The Agent shall convene a Holders' Meeting by sending a notice thereof to each Holder no later than five (5) Business Days after receipt of a request from the Issuer or the Holder(s).
Written Procedure	The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Holder(s) by sending a communication to each such Person who is registered as a Holder on the Business Day prior to the date on which the communication is sent.

Admission to trading

Admission to trading	<p>The Issuer has the intention and shall use its best efforts (without assuming any legal or contractual obligation) to ensure that (i) the Subsequent Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days after the issue date, and (ii) that the Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon.</p> <p>Application for admission to trading of the Subsequent Capital Securities on the sustainable bond list of Nasdaq Stockholm will be filed in connection with the SFSA's approval of this Prospectus. The earliest date for admitting the Subsequent Capital Securities to trading on Nasdaq Stockholm is on or about 1 October 2020. The total expenses of the admission to trading of the Subsequent Capital Securities are expected to estimate to SEK 100,000.</p>
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Miscellaneous

Transfer restrictions.....	The Capital Securities are freely transferable. All Capital Securities transfers are subject to the Terms and Conditions and the Terms and Conditions are automatically applicable in relation to all Capital Securities transferees upon completed transfer. Each Holder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Capital Securities, (due to, e.g., its nationality, its residency, its registered address or its place(s) of business). Each Holder must ensure compliance with such restrictions at its own cost and expense.
Agent.....	Nordic Trustee & Agency AB (publ), reg.no. 556882-1879, P.O. Box 7329, 103 90, Stockholm, Sweden.
CSD.....	The Capital Securities are connected to the account-based system of Euroclear Sweden AB, registration number 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden. This means that the Capital Securities are registered on behalf of the Holders on a securities account (Sw. <i>VP-konto</i>) in accordance with the Central Securities Depositories and Financial Instruments Accounts Act. No physical Capital Securities have been or will be issued and registration requests relating to the Capital Securities shall be directed to an Account Operator.
Governing law of the Capital Securities	Swedish law.
Time-bar	The right to receive repayment of the principal of the Capital Securities shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void three (3) years from the relevant due date for payment.
Risk factors.....	Investing in the Capital Securities involves substantial risks and prospective investors should refer to Section “ <i>Risk Factors</i> ” for a discussion of certain factors that they should carefully consider before deciding to invest in the Capital Securities.

Description of the Company and the Group

History and development of the Company

Fastighets Aktiebolaget Trianon (publ) was formed on 5 June 1973. The Company is a public limited liability company registered in Sweden and is governed by Swedish law including, but not limited to, the Swedish Companies Act and the Swedish Annual Accounts Act (Sw. *årsredovisningslagen (1995:1554)*).

Overview of the Company

<i>Legal form</i>	Public limited liability company
<i>Corporate registration number</i>	556183-0281
<i>LEI-code</i>	213800SWOEKEF29R3C35
<i>Incorporated</i>	15 August 1973
<i>Head office</i>	Municipality of Malmö
<i>Address</i>	Västra Kanalgatan 5, 211 41, Malmö, Sweden
<i>Visitors address</i>	Västra Kanalgatan 5, 211 41, Malmö, Sweden
<i>Phone number</i>	+(46) (0)40-611 34 00
<i>Website</i>	www.trianon.se (the information provided at the Issuer's website does not constitute part of this Prospectus unless explicitly incorporated by reference)
<i>Company/trade name</i>	Fastighets Aktiebolaget Trianon (registered on 7 September 1983)
<i>Operational objective</i>	The company shall manage, purchase, conduct and sell real property, along with activities related to such operations.

Overview of the Group

The Company is the parent company of the Group, consisting of several operating companies set out in the tables below. Table A exhibits the Company's, directly or indirectly, wholly owned subsidiaries. Table B exhibits the Company's subsidiaries, where the Company exercises controlling influence due to its holding of more than fifty (50.00) per cent. of the votes or by way of a controlling project plan influencing shareholders' agreements in relation to such subsidiaries or companies which in other ways are an associated company. As the revenues of the Group to a large part are derived from the subsidiaries and associated companies, the Company is dependent upon dividends from such subsidiaries and associated companies.

Table A: Wholly owned, directly or indirectly, subsidiaries		
Company	Share	Reg. no
Fastighets AB Trianon		556183-0281
Trianon Cineasten AB	100%	556050-4721
Trianon Vårsången AB	100%	556645-6819

Trianon Vårsången 2 AB	100%	556984-5646
Vårsången Invest AB	100%	559023-3788
Lärjungen Lägenheter 11 AB	100%	556875-5226
Trianon Vakteln AB	100%	556873-0104
Trianon Fjällrutan AB	100%	556758-4171
Trianon Invest AB	100%	556258-6239
Trianon Resursen AB	100%	556082-2610
Trianon Storgatan AB	100%	556749-3738
Trianon Lerstorken AB	100%	556734-9831
Trianon Antilopen AB	100%	556910-8987
Trianon Slussen AB	100%	556939-3910
Fastighets AB Örestrand	100%	556935-8038
Trianon Hermodsdal 4 AB	100%	556894-9589
Trianon Hermodsdal 5 AB	100%	556894-9571
Trianon Stacken AB	100%	556894-9563
Trianon Gåsen AB	100%	556997-3257
Trianon Hämplingen AB	100%	556997-3240
Trianon Kil AB	100%	556997-5096
Trianon Torna AB	100%	556997-2382
Trianon Notarien AB	100%	556997-3190
Trianon Omsorg AB	100%	556790-5814
Trianon Lerteglet 2 AB	100%	556935-0407
Fastighets AB Sockerbetan Holding AB	100%	556878-0562
Trianon Gunghästen AB	100%	556953-6344
Trianon Rosengård Centrum AB	100%	556730-3168
Trianon Concordia AB	100%	559066-5534
Trianon No 1 Holding AB	100%	556714-6286
Trianon Domicilium AB	100%	556731-6046
Trianon Sege Park AB	100%	559058-8348
Trianon Rolf AB - Hyllie	100%	559106-8795
Trianon Lerteglet 1 AB	100%	559015-0008
Trianon Murteglet AB	100%	559008-9842
Trianon Mozart I AB	100%	559133-5087
Trianon Mozart II AB	100%	559133-5079
Trianon Bunkeflostrand AB	100%	559150-9558
Trianon Jordlotten AB	100%	559155-0248
Trianon Seved AB	100%	559155-0271
Trianon Jordlotten KB	100%	969665-7080

Trianon Orten KB	100%	916837-4651
Trianon Sofielund KB	100%	969697-6191
Munkhättegatan Fastighets AB	100%	559165-1566
Fastighets AB Tablesong	100%	559165-1558
Trianon Vivaldi AB	100%	559165-1608
Trianon Docenten 8 AB	100%	556627-2026
Trianon Docenten 4 AB	100%	556989-3109
Sorgenfri Fastighets AB	100%	559193-9268
Mäster Johan Fastighets AB	100%	559191-4709
Trianon Almhög Fastighets AB	100%	559165-6938
Trianon Laboratorn Fastighets AB	100%	559194-2296
Trianon Professorn Fastighets AB	100%	559194-2288
Trianon Sorgenfri AB	100%	559212-7442
Trianon Bryggan 1 AB	100%	556928-0281
Trianon Bryggan 2 AB	100%	556998-3264
Trianon Tegelstenen 1 AB	100%	559221-3051
Trianon Tegelstenen 2 AB	100%	559221-3069
Trianon Smedjan AB	100%	559225-5284
Trianon Bojen AB	100%	559021-7468
Trianon Fendern AB	100%	559022-3243
Trianon Lektorn	100%	559207-2689
Trianon Siljan AB	100%	559195-1487
Trianon Tegelstenen 7 AB	100%	559254-3580
Trianon Tegelstenen 8 AB	100%	559254-3572
Trianon Tegelstenen 9 AB	100%	559254-3614
Trianon Tegelstenen 10 AB	100%	559254-3606
Trianon Östergård AB	100%	559250-4848
Trianon Björnen 6 AB	100%	559250-4855
Trianon Björnen 8 AB	100%	559250-4863
Trianon Tegelstenen 11 AB	100%	559254-3465
Trianon Tegelstenen 12 AB	100%	559254-3432
Trianon Tegelstenen 13 AB	100%	559254-3440
Trianon Tegelstenen 14 AB	100%	559257-0146
Trianon Tegelstenen 15 AB	100%	559257-0153
Trianon Tegelstenen 16 AB	100%	559257-0120
Trianon Tegelstenen 17 AB	100%	559257-0138
Trianon Tegelstenen 18 AB	100%	559257-0112
Trianon Tegelstenen 19 AB	100%	559258-4410

Trianon Tegelstenen 20 AB	100%	559258-4394
Table B: Subsidiaries where the Company exercises controlling influence or companies which in other ways are an associated company		
Company	Share	Reg. no
Malmö Häggen AB	67,5%	556670-4879
Malmö Mozart Fastighets AB	58%	559133-5186
Skattmäsen po Limhamn AB	50%	556696-8763
Skattmäsen po Limhamn KB	49,5%	969716-8814
Bazaar Food Market Malmö AB	75%	559225-5219
Trianon Tegelstenen 5 AB	60%	559225-5227
Trianon Tegelstenen 6 AB	75%	559254-3598
Five Tre Fastighets AB	50%	556680-8480
Svedala Livsmedel AB	25,5%	556977-2568
Söderfrö Fastighets AB	50%	556653-9960

Business operations

Business concept and operations

The Company is an entrepreneurial real estate company owning, managing, developing and building residential and commercial properties in Malmö. The object of the Company's business, as set out in its articles of association, is to build, acquire, manage and develop property and activities compatible therewith. The Company works toward a sustainable city development through local commitment and a strong focus on customers with a vision of being the most profitable and well-run real estate company in Malmö.

The Group's property portfolio mainly consists of residential, retail offices and community properties located in Malmö and the surrounding areas; City, Limhamn/Slottsstaden, Lindängen/Hermodsdal, Rosengård, Oxie and Skurup. Trianon consolidates 80 properties and is a joint owner of 1 property that is reported as an associated company. Total lettable area amounts to 382,000 square meter. The total property value amounts to SEK 8.7 billion.¹

Business strategy and sustainability

The Company aims to be the most profitable and well-maintained real estate company in Malmö. By innovation, commitment and long-term perspective, Trianon works for sustainable urban development. The Company is profoundly engaged in sustainability projects and works actively with the United Nations Sustainable Development Goals ("SDGs"), mapping its investment and operating activities against several of the SDGs (no. 3, 5, 7, 8, 10, 11 and 13). The Company works for sustainable housing, both socially and environmentally, and being profiled as a long-term owner, the Company works with sustainability as an integral part of the management. The Company has for example utilised state investment aid in order to facilitate housing with lower rents and uses social clauses in agreements with contractors, according to which the contractor is to employ unemployed persons, temporarily or permanently, in the areas where the project is carried

¹ The information is derived from the Company's unaudited interim report for the period ended 30 June 2020.

out. Furthermore, the Company partakes in several national and regional projects to spur sustainable development. Such projects include the Government cooperation programme Smart Cities (Sw. *Regeringens samverkansgrupp Smarta städer*) and the working party Housing for all – new financing solutions (Sw. *arbetsgruppen Bostad för alla – nya finansieringsmodeller*). The project is carried out in a collaboration between Malmö stad, Malmö Universitet, PEAB, Carnegie, SEB and Grenspecialisten Förvaltning AB and is funded by Vinnova. Other projects involve the building of a hub for sharing solutions (“Sharing cities Sweden”), new models for measuring social investments (Sw. *Hållbar Avkastning av Investeringar*) funded by Vinnova, project to integrate newly arrived migrants into employment (Sw. *Oskarshamnsmodellen*) and a platform for discussion and testing environment for urban and sustainable solutions based on 2030 Agenda (M21).

The Company pursues five main sustainability goals:

- Building more rental housing and cost efficient renovation measures.
- Reduce unemployment in the areas where the Company operates.
- Reduce homelessness in the Malmö region.
- Employees – at least 25 per cent. of the Company’s employees shall reside in the Company’s properties and increase workforce health to 97 per cent.
- Environment – reduce electricity consumption by 2 per cent., heat consumption by one per cent. and strive to install solar energy facilities corresponding to 100,000 kWh/year.

In its Sustainability Bond Framework issued in April 2019, the Company has identified ten sustainability targets to implement in a five year period, which concretises the implementation work with the SDGs. The Company’s Sustainability Bond Framework is based on the 2018 Sustainability Bond Guidelines, as well as, in relevant aspects, the 2018 Green Bond Principles and the Social Bond Principles.

Share capital, shares, ownership structure and governance

According to its articles of association, the Company’s share capital shall be no less than SEK 70,000,000 and not more than SEK 180,000,000 divided into no less than 28,000,000 shares and not more than 112,000,000 shares. The Company’s current share capital amounts to SEK 93,663,750 divided among 1,521,118 ordinary shares of series A (Sw. *stamaktier av serie A*) and 35,944,382 ordinary shares of series B (Sw. *stamaktier av serie B*). Ordinary shares of series A entitles the holder to one (1) vote, and ordinary shares of series B entitles the holder to one tenth of a (1/10) vote. The shares are denominated in SEK.

Since 21 June 2017, the Company’s ordinary shares of series B are traded on Nasdaq First North Premier, with trading symbol TRIAN B and ISIN SE0009921471.

The largest shareholders of the Company are: Brihan Invest AB² with 28.27 per cent. of the share capital and 33.52 per cent. of the votes; Olof Andersson³ with 28.23 per cent. of the share capital and 33.49 per cent. of the votes; Länsförsäkringar Fastighetsfond with 11.95 per cent. of the share capital and 8.69 per cent. of the votes AB Grenspecialisten with 10.02 per cent. of the share capital

² Brihan Invest AB is wholly owned by Jan Barchan.

³ Olof Andersson holds shares in the Company both directly and through his subsidiary Olof Andersson Förvaltnings Aktiefbolag. Olof Andersson is a board member and the CEO of the Company.

and 7.28 per cent. of the votes; Mats Cederholm⁴ with 3.19 per cent. of the share capital and 3.68 per cent. of the votes; Fosielund Holding AB with 2.47 per cent. of the share capital and 1.79 per cent. of the votes, Future Pension Försäkringsaktiebolag with 1.63 per cent. of the share capital and 1.19 per cent. of the votes, SEB Nanocap with 1.29 per cent. of the share capital and 0.94 per cent. of the votes, Idoffs Fastighets AB with 1.12 per cent. of the share capital and 0.82 per cent. of the votes, Areim Investment 4-5 AB with 1.10 per cent. of the share capital and 0.80 per cent. of the votes.

To ensure that the control over the Company is not abused, the Company complies with the Swedish Companies Act. The Swedish Code of Corporate Governance (Sw. *svensk kod för bolagsstyrning*) (the “**Code**”) is not applicable to companies with shares listed on Nasdaq First North Premier and the Group is, therefore, not obliged to comply with the Code. However, the Group’s strives to comply with the Code in relevant parts. In the opinion of the Company, the only current deviation in relation to the Code is that two closely related deputy members have been appointed to the board of directors of the Company (Ebba Leijonhufvud and Sofie Karlsryd, daughters of Jan Barchan (Briban Invest AB) and Olof Andersson (Olof Andersson Förvaltnings AB)). The deviation is deemed by the main shareholders to efficiently serve the purpose of preparing the succession in the Company’s board of directors as well as ensuring long-term continuity in the board work. Ebba Leijonhufvud and Sofie Karlsryd hold no operative functions in the Company. In addition, the Company acts in accordance with the rules of procedure of the board of directors and the instructions for the CEO adopted by the Company.

Litigation

The Company has not, during the previous twelve months, been and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) which may have, or have had in the recent past, significant effects on the Company’s and/or the Group’s financial position or profitability.

Material agreements

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

Credit rating

Neither the Company nor the Capital Securities have a credit rating from an international credit rating institute.

Significant adverse changes and recent events

There has been no material adverse change in the prospects of the Company since the date of publication of its last audited financial report and, other than the issuance of the Capital Securities on 1 September 2020 and as set forth below, no significant change in the financial or market position of the Group has occurred since the end of the last financial period for the annual report has been published.

⁴ Mats Cederholm holds shares in the Company both directly and through his company Cedelma AB. Mats Cederholm is the chairman of the Company’s board of directors.

As announced by way of a press release on 24 August 2020 the Group has entered into an agreement with Lernacken Fastigheter AB to sell 50 percent in a residential project in Limhamn. The agreement applies to the development of two project properties with an agreed property value of SEK 75 million. The agreement entails equal ownership between the parties. The agreement is conditional on financing. Access is expected to take place at the end of 2020.

As announced by way of a press release on 9 July 2020 the board of directors of the Company has, based on the authorisation from Annual General Meeting on 17 June 2020, decided on a directed new issue of one million shares of series B at a price of SEK 115 per share. Through the new share issue, Trianon receives SEK 115 million before issue costs.

As announced by way of a press release on 8 July 2020 the Company has mandated ABG Sundal Collier and Carnegie Investment Bank to investigate the conditions for carrying out a new share issue aimed at Swedish and international institutional investors of up to approximately SEK 100 million through a so-called accelerated book building procedure. The purpose of the new issue is to increase the financial preparedness for financing of continued expansion through value-creating investments in new production and existing portfolios and to make further acquisitions.

As announced by way of a press release on 26 June 2020 the Group has signed an agreement for the acquisition of residential properties in central Malmö and Arlöv comprising 19,700 square meter divided into 211 apartments with associated commercial premises. The agreed property value is SEK 400 million.

As announced by way of a press release on 10 June 2020 the Company has during the second quarter of 2020 refinanced SEK 2.6 billion in existing bank loans and received new loans and credit decisions with the aim to repurchasing bonds of SEK 350 million.

As announced by way of a press release on 2 June 2020 the Company has repurchased outstanding bonds in an amount of SEK 22 million.

As announced by way of a press release on 28 May 2020 the Company has signed an agreement for the acquisition of residences in central Skurup comprising of approximately 22,200 square meter distributed over 293 apartments. The agreed property value is SEK 247 million.

As announced by way of a press release on 29 April 2020 the Company has signed a fifteen year lease agreement with Malmö city of a total of 2,000 square meter in the property at Rosengård Centrum. Rent per year during the rental period is SEK 4.6 million with estimated occupancy at the beginning of year 2022.

As announced by way of a press release on 21 April 2020 the Company has signed a lease agreement with an additional company for moving into the Multihuset in Limhamn.

As announced by way of a press release on 20 March 2020 the Company has signed another agreement for the lease of office and business premises in Multihuset in Limhamn, a ten-year agreement with an annual rent of SEK 2.9 million.

As announced by way of a press release on 16 March 2020 the Company has signed a three-year agreement to lease office space in Multihuset in Limhamn.

As announced by way of a press release on 13 January 2020 the Company has signed an agreement for the acquisition of a residential property at Nydala in Malmö comprising of approximately 2,700 square meter distributed over 44 apartments. The underlying property value is SEK 33 million.

Except for the issuance of the Capital Securities and as set forth above, there have been no recent events particular to the Company that to a material extent are relevant to the evaluation of the Company's solvency.

Shareholders' agreements

As far as the Company is aware, there are no shareholders' agreements or other agreements which could result in a change of control of the Company.

Board of directors, senior management and auditors

The business address for all members of the board of directors and the senior management is: Fastighets AB Trianon (publ), Västra Kanalгатan 5, SE-211 41 Malmö, Sweden. The board of directors of the Company currently consists of seven members and two deputy members. Information on the members of the board of directors and the senior management, including significant assignments outside the Company which are relevant for the Company, is set forth below.

Board of directors (including deputy members)

Mats Cederholm

Born 1945 and of Swedish nationality. Member and chairman of the Company's board of directors since 2010. Current assignments outside the Group include, Anbace Invest AB (chairman of the board), Cepesa Invest AB (chairman of the board), Åsele Skogar AB (chairman of the board), Eurocorp AB (chairman of the board), Cedelma AB (member of the board), Finans IA Fakturatjänst AB (member of the board) and Wallfast AB (member of the board).

Olof Andersson

Born 1965 and of Swedish nationality. Member of the Company's board of directors since 2006. Olof Andersson is also the CEO of the Company. Current assignments outside the Group include Olof Andersson Förvaltnings Aktiebolag (member of the board and CEO), Copenhagen Malmö Port Aktiebolag (member of the board), Malmö Citysamverkan Service AB (member of the board), Förvaltnings AB Norra Vallgatan (member of the board), Anbace Invest AB (member of the board) and Frukthandlarn På Limhamn AB (deputy member of the board).

Axel Barchan

Born 1993 and of Swedish nationality. Member of the Company's board of directors since 2020. Current assignments outside the Group include Briban Invest AB (member of the board), Utvecklings AB Laburnum (member of the board) and Nok9 AB (member of the board).

Viktoria Bergman

Born 1965 and of Swedish nationality. Member of the Company's board of directors since 2017. Current assignments outside the Group include Galber AB (chairman of the board), Vattenfall AB (member of the board), WaterAid Sverige (member of the board) and Fastighets AB Malmö Nötskrikan (deputy member of the board).

Boris Lennerhov

Born 1955 and of Swedish nationality. Member of the Company's board of directors since 2017. Current assignments outside the Group include Casmé AB (chairman of the board), Vesterhavsgruppen AB (chairman of the board), HLM frukt & grönt AB (chairman of the board), Gekås AB (member of the board and CEO), Boris L Konsult AB (member of the board) and Ideella föreningen Hallands Travsällskap (member of the board).

Elin Thott

Born 1972 and of Swedish nationality. Member of the Company's board of directors since 2017. Current assignments outside the Group include Advokatbyrå Sigeman & Co AB (member of the board and partner), FPTK Arena AB (member of the board) and the non-profit association Fair Play Tennisklubb (member of the board).

Jens Ismunden

Born 1976 and of Swedish nationality. Member of the Company's board of directors since 2020. Current assignments outside the Group include Lendify AB (member of the board), AB Grenspecialisten (Senior Advisor) and RoosGruppen AB (Senior Advisor).

Sofie Karlsryd

Born 1986 and of Swedish nationality. Deputy member of the Company's board of directors since 2010. Current assignments outside the Group include Olof Andersson Förvaltnings Aktiebolag (member of the board), Fastighetsägarna Syd, Malmödistriktet (member of the board) and Wihlborgs Fastigheter (chief property officer).

Ebba Leijonhufvud

Born 1979 and of Swedish nationality. Deputy member of the Company's board of directors since 2017. Current assignments outside the Group include Brihan Invest Aktiebolag (member of the board).

Senior management*Olof Andersson*

Olof Andersson is CEO of the Company. For information regarding assignments outside the Group's business, please refer to the Section "*Board of directors*" above.

Mari-Louise Hedbys

Mari-Louise Hedbys is CFO of the Company since 2012. Current assignments outside the Group include Mahema Invest AB (member of the board).

Auditors

Mazars SET Revisionsbyrå AB, with Tomas Ahlgren as the auditor in charge, has been the Company's auditor for the period covered by the historical financial information incorporated into this Prospectus by reference. Tomas Ahlgren is a member of FAR. The business address to Tomas Ahlgren and Mazars SET Revisionsbyrå AB is P.O. Box 4211, SE-203 13, Malmö, Sweden.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Company's auditors.

Conflicts of interests

Save for what is mentioned below, there are no conflicts of interest between the private interests of the board members or the senior management and the Company's interests.

Financial interests

Several members of the board of directors and the senior management have a financial interest in the Company through their, direct and indirect, holdings of shares in the Company.

Overview of financial reporting and documents incorporated by reference

The accounting principles applied in the preparation of the Company's financial statements presented below are set out in the following and have been consistently applied to all the years presented, unless otherwise stated.

The financial information for the financial year ending 31 December 2018 and 31 December 2019 have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) as well as interpretative notices from IFRS Interpretation Committee (IFRIC) as adopted by the European Union. Furthermore, the Group applies the Swedish Financial Reporting Board's recommendation RFR 1 (Sw. *Kompletterande redovisningsregler för koncerner*), specifying the amendments of the IFRS information required by the Swedish Annual Accounts Act (Sw. *Årsredovisningslagen*). In addition, the Company applies the Swedish Financial Reporting Board's recommendation RFR 2 Reporting for Legal Entities (Sw. *Redovisning för juridiska personer*).

The Company's consolidated annual reports for the financial years that ended 31 December 2018 and 31 December 2019, have been incorporated in this Prospectus by reference. The consolidated annual reports have been audited by the Company's auditor and the auditor's report has been incorporated in this Prospectus through the consolidated annual reports for the financial years ended 31 December 2018 and 31 December 2019 by reference.

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

Reference	Document	Page
Financial information regarding the Group and its business for the financial year ended 31 December 2018.	Fastighets Aktiebolaget Trianon (publ)'s consolidated annual report for the financial year ended 31 December 2018.	- 68 (Consolidated income statements), - 69 (Consolidated balance Sheets), - 70 (Consolidated changes in equity), - 71 (Consolidated cash flow Statements), - 72 (Parent income statements), - 73–74 (Parent balance sheets), - 75 (Parent changes in equity), - 76 (Parent cash Flow statements), and - 77–101 (Notes).
Auditor's report for the financial year ended 31 December 2018.	Fastighets Aktiebolaget Trianon (publ)'s consolidated annual report for the financial year ended 31 December 2018.	- 103–107 (Audit Report).
Financial information regarding the Group and its business for the	Fastighets Aktiebolaget Trianon (publ)'s consolidated annual report	- 78 (Consolidated income Statements), - 79 (Consolidated balance sheets),

financial year ended for the financial year 31 December 2019.	ended 31 December 2019	- 80 (Consolidated changes in equity) - 81 (Consolidated cash flow Statements), - 82 (Parent income statements), - 83-84 (Parent balance sheets), - 85 (Parent changes in equity), - 86 (Parent cash Flow statements), and - 87–114 (Notes).
Auditor’s report for the financial year ended 31 December 2019.	Fastighets Aktiebolaget Trianon (publ)’s consolidated annual report for the financial year ended 31 December 2019.	- 116-120 (Audit Report).

The abovementioned reports are available in electronic form on the Company’s web page <https://trianon.se/investor-relations/finansiella-rapporter/> and can also be obtained from the Company in paper format in accordance with Section “*Documents available for inspection*” below.

Investors should read all information which is incorporated in the Prospectus by reference. Information in the above documents which is not incorporated by reference is either deemed by the Company not to be relevant for investors in the Capital Securities or is covered elsewhere in the Prospectus.

Documents available for inspection

Copies of the following documents can be obtained from the Company in paper format upon request during the validity period of this Prospectus at the Company’s head office and in electronic form on the Company’s web page <https://ir.trianon.se/>.

- The articles of association of the Company
- All documents which by reference are a part of this Prospectus.

Where such reports have been prepared, the Company’s subsidiaries’ audited annual reports for the financial years 2018 and 2019.

Interest of natural and legal persons involved in the bond issue

The Issuing Agent and the Sole Bookrunner and/or their affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Company and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Issuing Agent and the Sole Bookrunner and/or their affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Terms and Conditions for the Capital Securities

**TERMS AND CONDITIONS FOR
FASTIGHETS AKTIEBOLAGET TRIANON (PUBL)
MAXIMUM SEK 500,000,000
SUBORDINATED PERPETUAL FLOATING RATE
CALLABLE CAPITAL SECURITIES
ISIN: SE0012453900**

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Central Securities Depositories and Financial Instruments Accounts Act and through which a Holder has opened a Securities Account in respect of its Capital Securities.

“**Accounting Event**” means the receipt by the Issuer of an opinion of an authorised accountant (Sw. *auktoriserad revisor*) in Sweden (experienced in such matters) to the effect that, as a result of a change in the Accounting Principles or interpretation thereof, the equity treatment of the Capital Securities as “equity” in full in the Issuer’s consolidated financial statements has or will cease.

“**Accounting Principles**” means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Adjusted Nominal Amount**” means the Total Nominal Amount of the Capital Securities less the Nominal Amount of all Capital Securities owned by a Group Company or an Affiliate thereof, irrespective of whether such person is directly registered as owner of such Capital Securities.

“**Affiliate**” means, in respect of any Person, any other 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 agreement entered into on or before the First Issue Date between the Issuer and the Agent, or any replacement agent agreement entered into after the First Issue Date between the Issuer and an Agent.

“**Agent**” means the Holders’ agent under these Terms and Conditions from time to time; initially Nordic Trustee & Agency AB (publ) reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden.

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. 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.

“**Business Day Convention**” means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

“**Capital Security**” means debt instruments (Sw. *skuldförbindelser*), each representing the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act, issued by the Issuer under these Terms and Conditions, including the Initial Capital Securities and any Subsequent Capital Securities.

“**Central Securities Depositories and Financial Instruments Accounts Act**” means the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

“**Change of Control Event**” means an event or series of events whereby one or more Persons (other than any Main Shareholder) acting together, acquire control over the Issuer and where “control” means:

- (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer; or
- (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“**Change of Control Step-up Date**” means the date falling six (6) months after the date on which a Change of Control Event has occurred.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Capital Securities from time to time; initially Euroclear Sweden AB reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden.

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

“**Deferred Interest**” has the meaning ascribed to it in Clause 11 (*Optional interest deferral*).

“**Deferred Interest Payment Event**” means any one or more of the following events:

- (a) declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital or any other obligation of the Issuer which ranks or is expressed by its terms to rank junior to the Capital Securities or any Parity Securities;
- (b) declaration or payment of any distribution or dividend or any other payment made by the Issuer or any Subsidiary of the Issuer, as the case may be, on any Parity Securities;
- (c) redemption, repurchase, repayment, cancellation, reduction or other acquisition by the Issuer or any Subsidiary of the Issuer of any shares of the Issuer or any other obligation of the Issuer which ranks or is expressed by its terms to rank junior to the Capital Securities or any Parity Securities; and/or
- (d) redemption, repurchase, repayment, cancellation, reduction or other acquisition by the Issuer or any Subsidiary of the Issuer of any Parity Securities,

save for:

- (i) in each case, any compulsory distribution, dividend, other payment, redemption, repurchase, repayment, cancellation, reduction or other acquisition required by the terms of such securities or by mandatory operation of applicable law;
- (ii) in each case, any declaration or payment of any distribution or dividend or any other payment made by the Issuer on its share capital, which is made by reason of a claim (in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*) by shareholder(s) owning not less than ten (10.00) per cent. of the shares in the Issuer; and
- (iii) in the case of paragraph (c) above only, any redemption, repurchase, repayment, cancellation, reduction or other acquisition that is executed in connection with, or for the purpose of:
 - (A) any reduction of the quota value of the share capital of the Issuer without a corresponding return of cash, capital or assets to shareholders of the Issuer; or
 - (B) any share buyback programme then in force and duly approved by the shareholders' general meeting of the Issuer or the relevant Subsidiary of the Issuer (as applicable) or any existing or future stock option plan or free share allocation plan or other incentive plan, in all cases, reserved for directors, officers and/or employees of the Issuer or the relevant Subsidiary of the Issuer or any associated hedging transaction.

“First Call Date” means the date falling four (4) years after the First Issue Date or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“First Issue Date” means 17 April 2019.

“**Force Majeure Event**” has the meaning ascribed to it in Clause 26.1.

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

“**Holder**” means the Person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Capital Security.

“**Holders’ Meeting**” means a meeting among the Holders held in accordance with Clause 17 (*Holders’ Meeting*).

“**Initial Capital Security Issue**” means the issuance of Capital Securities on the First Issue Date.

“**Initial Capital Securities**” means the Capital Securities issued on the First Issue Date.

“**Interest**” means the interest on the Capital Securities calculated in accordance with Clause 10 (*Interest*).

“**Interest Payment**” means, in respect the payment of Interest on an Interest Payment Date, the amount of Interest payable for the relevant Interest Period in accordance with Clause 10 (*Interest*).

“**Interest Payment Date**” means, subject to Clause 11 (*Optional interest deferral*), 17 January, 17 April, 17 July and 17 October in each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention, with the first Interest Payment Date for the Capital Securities being 17 July 2019 and the last Interest Payment Date being the relevant Redemption Date.

“**Interest Period**” means each period beginning on (but excluding) the First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or, if the Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date) and, in respect of any Subsequent Capital Securities, each Interest Period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance (or the First Issue Date if there is no such Interest Payment Date) and ending on (and including) the next succeeding Interest Payment Date (or, if the Capital Securities are redeemed prior to such Interest Payment Date, the relevant Redemption Date).

“**Interest Rate**” means a floating rate of STIBOR (three (3) months) plus the applicable Margin.

“**Issue Date**” means the First Issue Date or any subsequent date when Subsequent Capital Securities are issued.

“**Issuer**” means Fastighets Aktiebolaget Trianon (publ), a public limited liability company incorporated under the laws of Sweden with reg. no. 556183-0281 and registered address Västra Kanalgatan 5, 211 41 Malmö, Sweden.

“**Issuer Re-construction**” has the meaning ascribed to it in paragraph (b) of Clause 3.2.

“**Issuer Winding-up**” has the meaning ascribed to it in paragraph (a) of Clause 3.2.

“**Issuing Agent**” means Nordea Bank Abp, filial i Sverige, reg. no. 516411-1683, Smålandsgatan 17, SE-105 71 Stockholm, Sweden, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Main Shareholder**” means each of Jan Barchan, personal identification no. 460117-3992, and Olof Andersson, personal identification no. 650708-4397, by way of direct or indirect ownership of shares, and their Affiliates.

“**Margin**” means, subject to Clause 10.4 (*Step-up after a Change of Control Event*):

- (a) in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 7.00 per cent. *per annum*;
- (b) in respect of the period from (but excluding) the First Call Date to (and including) 17 April 2025, 9.00 per cent. *per annum*;
- (c) in respect of the period from (but excluding) 17 April 2025 to (and including) 17 April 2027, 10.00 per cent. *per annum*;
- (d) in respect of the period from (but excluding) 17 April 2027 to (and including) 17 April 2029, 11.00 per cent. *per annum*; and
- (e) from (but excluding) 17 April 2029 and thereafter, 12.00 per cent. *per annum*.

“**Nasdaq Stockholm**” means the Regulated Market of Nasdaq Stockholm Aktiebolag, reg. no. 556420-8394, SE-105 78 Stockholm, Sweden.

“**Net Proceeds**” means the proceeds from the issuance of any Capital Securities after deduction has been made for all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer in connection with the issuance and listing of such Capital Securities.

“**Nominal Amount**” has the meaning ascribed to it in Clause 2.1.

“**Parity Securities**” means any obligations of:

- (a) the Issuer, issued directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Capital Securities; and
- (b) any Subsidiary of the Issuer having the benefit of a guarantee or support agreement from the Issuer which ranks or is expressed to rank *pari passu* with the Capital Securities.

“**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.

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

“**Record Date**” means the fifth (5th) Business Day prior to:

- (a) an Interest Payment Date;

- (b) a Redemption Date; or
- (c) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“**Redemption Date**” means the date on which the relevant Capital Securities are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Capital Securities*).

“**Reference Banks**” means Nordea Bank Abp, filial i Sverige, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) (or such other banks as may be appointed by the Issuing Agent in consultation with the Issuer).

“**Regulated Market**” means any regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

“**Securities Account**” means the account for dematerialised securities maintained by the CSD pursuant to the Central Securities Depositories and Financial Instruments Accounts Act in which:

- (a) an owner of such security is directly registered; or
- (b) an owner’s holding of securities is registered in the name of a nominee.

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

“**Special Event**” means any of an Accounting Event, a Substantial Repurchase Event, a Tax Event, a Withholding Tax Event or any combination of the foregoing.

“**STIBOR**” means:

- (a) the applicable percentage rate *per annum* displayed on Nasdaq Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no such rate as set out in paragraph (a) above is available for the relevant Interest Period, the rate calculated by the Issuing Agent (rounded upwards to four decimal places) which results from interpolating on a linear basis between:
 - (i) the applicable screen rate for the longest period (for which that screen rate is available) which is less than the Interest Period; and
 - (ii) the applicable screen rate for the shortest period (for which that screen rate is available) which exceeds that Interest Period, as of or around 11.00 a.m. on the relevant Quotation Day;
- (c) if no rate is available for the relevant Interest Period pursuant to paragraph (a) or (b) above, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks, for deposits of SEK 100,000,000 for the relevant period; or

- (d) if no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period.

“**Subordinated Indebtedness**” means any obligation of the Issuer, whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of an Issuer Winding-up to the claims of all unsubordinated creditors of the Issuer but senior to the Capital Securities or to the obligations of the Issuer in respect of any Parity Securities.

“**Subsequent Capital Securities**” means any Capital Security issued in a Subsequent Capital Security Issue.

“**Subsequent Capital Security Issue**” has the meaning set forth in Clause 2.5.

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

“**Substantial Repurchase Event**” shall be deemed to occur if the Issuer and/or any of its Subsidiaries repurchases and cancels or has at any time repurchased and cancelled, a principal amount of Capital Securities equal to or greater than eighty (80.00) per cent. of the aggregate principal amount of the Capital Securities initially issued (which shall include, for these purposes any Subsequent Capital Securities).

“**Sustainability Bond Framework**” means the Issuer’s sustainability bond framework, as it is worded on the Issue Date of the relevant Capital Securities.

“**Tax Event**” means the receipt by the Issuer of an opinion of counsel in Sweden (experienced in such matters) to the effect that, as a result of a Tax Law Change, any interest payments under the Capital Securities were, but are no longer, tax-deductible by the Issuer for Swedish tax purposes to the same extent as any unsubordinated obligations of the Issuer.

“**Tax Law Change**” means:

- (a) any amendment to, clarification of, or change in, the laws or treaties (or any regulations thereunder) of Sweden, or any political subdivision or any authority thereof or therein having the power to tax, affecting taxation;
- (b) any governmental action; or
- (c) any amendment to, clarification of, or change in the application, official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position,

in each case, by any legislative body, court, governmental authority or regulatory body in Sweden, irrespective of the manner in which such amendment, clarification, change, action,

pronouncement, interpretation or decision is made known, which amendment, clarification or change is effective or such governmental action, pronouncement, interpretation or decision is announced on or after the First Issue Date.

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

“**Withholding Tax Event**” shall be deemed to occur if, as a result of any Tax Law Change, in making any payments on the Capital Securities, the Issuer has paid or will or would on the next Interest Payment Date be required to pay additional amounts on the Capital Securities and the Issuer cannot avoid the foregoing by taking reasonable measures available to it.

“**Written Procedure**” means the written or electronic procedure for decision making among the Holders in accordance with Clause 18 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department or regulatory, self-regulatory or other authority or organisation;
- (d) a provision of law is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

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

1.2.3 No delay or omission of the Agent or of any Holder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

2 THE AMOUNT OF THE CAPITAL SECURITIES

2.1 The aggregate amount of the Capital Securities will be an amount of up to SEK 500,000,000 which will be represented by Capital Securities, each of a nominal amount of SEK 2,000,000 (the “**Nominal Amount**”) or full multiples thereof. The total nominal amount of the Initial Capital Securities issued is SEK 400,000,000.

2.2 The ISIN for the Capital Securities is SE0012453900.

- 2.3 The Initial Capital Securities are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.
- 2.4 The minimum permissible investment in connection with the Initial Capital Security Issue is SEK 2,000,000.
- 2.5 The Issuer may, at one or more occasions after the First Issue Date, issue Subsequent Capital Securities under these Terms and Conditions (each such issue, a “**Subsequent Capital Security Issue**”), provided that the Total Nominal Amount of the Capital Securities under such Subsequent Capital Security Issue(s) and the Initial Capital Security Issue may not exceed SEK 500,000,000 unless consent is obtained from the Holders in accordance with paragraph (a) of Clause 16.5.
- 2.6 Subsequent Capital Securities shall be issued subject to the Terms and Conditions and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount and the Maturity Date applicable to the Capital Securities issued in the Initial Capital Security Issue shall also apply to Subsequent Capital Securities. The price of Subsequent Capital Securities may be set at the Nominal Amount, at a discount or at a higher price than the Nominal Amount.
- 2.7 The Capital Securities are denominated in SEK and each Capital Security is constituted by these Terms and Conditions.
- 2.8 By subscribing for Capital Securities, each initial Holder agrees that the Capital Securities shall benefit from and be subject to the Terms and Conditions and by acquiring Capital Securities each subsequent Holder confirms the Terms and Conditions.

3 STATUS OF THE CAPITAL SECURITIES

- 3.1 The Capital Securities, including the obligation to pay interest thereon, constitute direct, general, unconditional, unsecured and subordinated obligations of the Issuer. The rights and claims of the Holders in respect of the Capital Securities against the Issuer are subordinated as described under Clause 3.2.
- 3.2 In the event of:
- (a) a voluntary or involuntary liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer (each an “**Issuer Winding-up**”), the Holders shall, in respect of their Capital Securities, have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:
 - (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities;
 - (ii) in priority to all present and future claims in respect of:
 - (A) the ordinary shares of the Issuer; and

- (B) any other obligation of the Issuer expressed by its terms as at its original issue date to rank junior to the Capital Securities or any Parity Securities; and
- (iii) junior in right of payment to any present or future claims of:
 - (A) all unsubordinated obligations of the Issuer; and
 - (B) all Subordinated Indebtedness; or
- (b) a company re-construction (Sw. *företagsrekonstruktion*) of the Issuer under the Swedish Company Reorganisation Act (Sw. *lag (1996:764) om företagsrekonstruktion*) (an “**Issuer Re-construction**”), the Holders shall, in respect of their Capital Securities, have a claim for the principal amount of their Capital Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claims will rank:
 - (i) *pari passu* without any preference among themselves and with any present or future claims in respect of obligations of the Issuer in respect of Parity Securities; and
 - (ii) junior in right of payment to any present or future claims of:
 - (A) all unsubordinated obligations of the Issuer; and
 - (B) all Subordinated Indebtedness.

Claims in respect of the share capital of the Issuer are not subject to loss absorbing measures under a company re-construction of the Issuer.

- 3.3 Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Capital Securities and each Holder shall, by virtue of its holding of any Capital Security, be deemed to have waived all such rights of set-off, compensation or retention.

4 USE OF PROCEEDS

The Net Proceeds of the Initial Capital Security Issue and the Net Proceeds of the issue of any Subsequent Capital Security Issue shall be applied by the Issuer in accordance with the Issuer’s Sustainability Bond Framework.

5 CONDITIONS PRECEDENT

5.1 Conditions precedent in respect of the Initial Capital Securities

- 5.1.1 The Issuing Agent shall pay the Net Proceeds from the Initial Capital Security Issue to Issuer on the later of:

- (a) the First Issue Date; and

- (b) the date on which the Agent notifies the Issuing Agent that it has received the following, in form and substance satisfactory to the Agent (acting reasonably):
 - (i) copies of the articles of association and certificate of registration of the Issuer;
 - (ii) a copy of a resolution from the board of directors of the Issuer:
 - (A) approving the issue of the Initial Capital Securities and resolving that it execute and perform the Terms and Conditions and Agency Agreement; and
 - (B) authorising a specified person or persons to execute the Terms and Conditions and Agency Agreement on its behalf;
 - (iii) a copy of the Terms and Conditions and the Agency Agreement duly executed by the Issuer;
 - (iv) a copy of the Issuer's Sustainability Bond Framework and the second opinion relating to the Issuer's Sustainability Bond Framework; and
 - (v) evidence that the Capital Securities has been or will be registered with the CSD.

5.1.2 The Agent shall confirm to the Issuing Agent when the conditions set out in paragraph (b) of Clause 5.1.1 have been satisfied.

5.2 Conditions precedent in respect of any Subsequent Capital Securities

5.2.1 The Issuing Agent shall pay the Net Proceeds from any Subsequent Capital Security Issue to Issuer on the later of:

- (a) the relevant Issue Date; and
- (b) the date on which the Agent notifies the Issuing Agent that it has received, in form and substance satisfactory to the Agent (acting reasonably), a copy of a resolution from the board of directors of the Issuer approving the issue such Subsequent Capital Securities and resolving to that it execute and perform any documents necessary in connection therewith.

5.2.2 The Agent shall confirm to the Issuing Agent when the conditions set out in paragraph (b) of Clause 5.2.1 have been satisfied.

5.3 No responsibility for documentation

The Agent may assume that the documentation and evidence delivered to it pursuant to this Clause 5 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 or evidence. The Agent does not have any obligation to review the documentation and evidence set out in this Clause 5 from a legal or commercial perspective of the Holders.

6 THE CAPITAL SECURITIES AND TRANSFERABILITY

- 6.1 Each Holder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.
- 6.2 The Capital Securities are freely transferable. All Capital Securities transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Capital Securities transferees upon completed transfer.
- 6.3 Upon a transfer of Capital Securities, any rights and obligations under the Terms and Conditions relating to such Capital Securities are automatically transferred to the transferee.
- 6.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Capital Securities or the possession, circulation or distribution of any document or other material relating to the Issuer or the Capital Securities in any jurisdiction other than Sweden, where action for that purpose is required. Each Holder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Capital Securities, (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) of business). Each Holder must ensure compliance with such restrictions at its own cost and expense.
- 6.5 For the avoidance of doubt and notwithstanding the above, a Holder which allegedly has purchased Capital Securities in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Holder hereunder in each case until such allegations have been resolved.

7 CAPITAL SECURITIES IN BOOK-ENTRY FORM

- 7.1 The Capital Securities will be registered for the Holders on their respective Securities Accounts and no physical Capital Securities will be issued. Accordingly, the Capital Securities will be registered in accordance with the Central Securities Depositories and Financial Instruments Accounts Act. Registration requests relating to the Capital Securities shall be directed to an Account Operator.
- 7.2 Those who according to assignment, security, 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 Capital Security shall register their entitlements to receive payment in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.
- 7.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Capital Securities. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 7.4 For the purpose of or in connection with any Holders' Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in

respect of the Capital Securities If the Agent does not otherwise obtain information from such debt register as contemplated under the Terms and Conditions, the Issuing Agent shall at the request of the Agent obtain information from the debt register and provide it to the Agent.

- 7.5 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Capital Securities. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Holders.
- 7.6 At the request of the Agent, the Issuer shall promptly instruct the Issuing Agent to obtain information from the debt register kept by the CSD in respect of the Capital Securities and provide it to the Agent.
- 7.7 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 7.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Terms and Conditions and shall not disclose such information to any Holder or third party unless necessary for such purposes.

8 RIGHT TO ACT ON BEHALF OF A HOLDER

- 8.1 If any Person other than a Holder wishes to exercise any rights under the Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.
- 8.2 A Holder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Capital Securities held by it. Any such representative may act independently under the Terms and Conditions in relation to the Capital Securities for which such representative is entitled to represent the Holder.
- 8.3 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clauses 8.1 and 8.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

9 PAYMENTS IN RESPECT OF THE CAPITAL SECURITIES

- 9.1 Any payment or repayment under the Terms and Conditions, or any amount due in respect of a repurchase of any Capital Securities, shall be made to such Person who is registered as a Holder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 If a Holder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account, such deposits will be effectuated by the CSD on the relevant payment date. In

other cases, payments will be transferred by the CSD to the Holder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Holders on the relevant Record Date as soon as possible after such obstacle has been removed.

9.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed.

9.4 If payment or repayment is made in accordance with this Clause 9, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount, unless the Issuer or the CSD (as applicable) was aware of that the payment was being made to a Person not entitled to receive such amount.

9.5 The Issuer is not liable to gross-up any payments under the Terms and Conditions by virtue of any withholding tax, public levy or similar.

10 INTEREST

10.1 Interest accrual

Subject to Clause 11 (*Optional interest deferral*), the Capital Securities (and any unpaid amounts thereon) will carry Interest from, but excluding, the First Issue Date up to and including the relevant Redemption Date. Any Subsequent Capital Security will, however, carry Interest at the Interest Rate from, but excluding, the Interest Payment Date falling immediately prior to its issuance up to and including the relevant Redemption Date.

10.2 Interest Rate

10.2.1 Subject to Clause 10.4 (*Step-up after a Change of Control Event*), the Interest Rate in respect of each Interest Period shall be the aggregate of the applicable:

- (a) Margin; and
- (b) STIBOR.

10.2.2 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis)

10.3 Interest Payment Dates

10.3.1 Subject to Clause 11 (*Optional interest deferral*) and the Business Day Convention, payment of interest in respect of the Capital Securities shall be made quarterly in arrears to the Holders on each Interest Payment Date for the preceding Interest Period.

10.3.2 The Interest Payment in respect of each Interest Period may be deferred in accordance with Clause 11 (*Optional interest deferral*).

10.4 Step-up after a Change of Control Event

Notwithstanding any other provision of this Clause 10, if the Issuer does not elect to redeem the Capital Securities in accordance with Clause 12.5 (*Voluntary redemption due to a Change of Control Event*) following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate otherwise determined in accordance with the provisions of this Clause 10, on the Capital Securities shall be increased by five (5.00) per cent. *per annum* with effect from (but excluding) the Change of Control Step-up Date.

10.5 Default Interest

If the Issuer fails to pay any amount payable by it pursuant to Clause 11.3 (*Mandatory settlement of Deferred Interest*) or Clause 12 (*Redemption and repurchase of the Capital Securities*) (except for Clause 12.1 (*No maturity*), Clause 12.2 (*The Group Companies' purchase of Capital Securities*) and Clause 12.6 (*Cancellation of Capital Securities*)) on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate of two (2) per cent. *per annum*. 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.

11 OPTIONAL INTEREST DEFERRAL

11.1 Deferral of Interest Payments

- 11.1.1 The Issuer may, at any time and at its sole discretion, elect to defer any Interest Payment, in whole or in part, which is otherwise scheduled to be paid on an Interest Payment Date (except on any Interest Payment Date on which the Capital Securities are to be redeemed) by giving notice of such election to the Holders in accordance with Clause 25 (*Notices*), the Issuing Agent and the Agent not less than seven (7) Business Days prior to the relevant Interest Payment Date. Notwithstanding the foregoing, failure to give such notice shall not prejudice the right of the Issuer to defer any Interest Payment as described above.
- 11.1.2 If the Issuer makes a partial Interest Payment, such Interest Payment shall be applied *pro rata* to each Capital Security.
- 11.1.3 Any Interest Payment so deferred pursuant to this Clause 11 shall, from (but excluding) the Interest Payment Date on which such Interest Payment would (but for its deferral) have been payable to (and including) the date on which it is paid in full, itself bear interest at the Interest Rate prevailing from time to time (which interest shall compound on each Interest Payment Date) and, for so long as the same remains unpaid, such deferred interest (together with the interest accrued thereon) shall constitute “**Deferred Interest**”.
- 11.1.4 The deferral of an Interest Payment in accordance with this Clause 11 shall not constitute a default pursuant to Clause 15 (*Default and Enforcement*) by the Issuer under the Capital Securities or for any other purpose.

11.2 Optional settlement of Deferred Interest

Deferred Interest may be paid, in whole or in part, at any time at the option of the Issuer following delivery of a notice to such effect given by the Issuer to the Holders in accordance with Clause 25 (*Notices*), the Issuing Agent and the Agent not less than seven (7) Business Days prior to the date (to be specified in such notice) on which the Issuer will pay such Deferred Interest. Any such notice shall state the date fixed for the payment and the relevant Record Date and is irrevocable.

11.3 Mandatory settlement of Deferred Interest

11.3.1 The Issuer shall pay any Deferred Interest, in whole but not in part, on the first to occur of the following dates:

- (a) the tenth (10th) Business Day following the date on which a Deferred Interest Payment Event occurs;
- (b) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period; and
- (c) the date on which the Capital Securities are redeemed or repaid in accordance with Clause 12 (*Redemption and repurchase of the Capital Securities*) or Clause 15 (*Default and Enforcement*).

11.3.2 Notice of any Deferred Interest Payment Event shall be given by the Issuer to the Holders in accordance with Clause 25 (*Notices*), the Issuing Agent and the Agent within three (3) Business Days of such event.

12 REDEMPTION AND REPURCHASE OF THE CAPITAL SECURITIES

12.1 No maturity

The Capital Securities are perpetual and have no specified maturity date. The Issuer may only redeem the Capital Securities in the circumstances described in this Clause 12 (*Redemption and repurchase of the Capital Securities*). The Capital Securities are not redeemable at the option of the Holders at any time.

12.2 The Group Companies' purchase of Capital Securities

The Issuer or any other Group Company may, subject to applicable law, at any time and at any price purchase Capital Securities in the market or in any other way. Capital Securities held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with (i) a full redemption of the Capital Securities or (ii) a Substantial Repurchase Event.

12.3 Voluntary redemption by the Issuer (call option)

12.3.1 The Issuer may redeem all, but not only some, of the Capital Securities in full on the First Call Date or on any Interest Payment Date falling thereafter at a price per Capital Security equal to one hundred (100.00) per cent. of the Nominal Amount together with any Deferred Interest and

any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date.

- 12.3.2 Redemption in accordance with Clause 12.3.1 shall be made by the Issuer giving at least thirty (30) but not more than sixty (60) Business Days' notice, prior to the proposed Redemption Date, to the Holders, the Issuing Agent and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable. Upon expiry of such notice, the Issuer is bound to redeem the Capital Securities in full at the applicable amounts.

12.4 Voluntary redemption due to a Special Event

- 12.4.1 Upon a Special Event occurring, the Issuer may redeem all, but not some only, of its Capital Securities at any time at a price per Capital Security equal to:

- (a) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount; and
- (b) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount,

in each case together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date.

- 12.4.2 Redemption in accordance with Clause 12.4.1 shall be made by the Issuer giving at least thirty (30) but not more than sixty (60) Business Days' notice, prior to the proposed Redemption Date, to the Holders, the Issuing Agent and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable. Upon expiry of such notice, the Issuer is bound to redeem the Capital Securities in full at the applicable amounts.

12.5 Voluntary redemption due to a Change of Control Event

- 12.5.1 Upon a Change of Control Event occurring, the Issuer may, no later than the Change of Control Step-up Date, redeem all, but not some only, of its Capital Securities at an amount equal to:

- (a) if the Redemption Date falls prior to the First Call Date, one hundred and one (101.00) per cent. of the Nominal Amount; and
- (b) if the Redemption Date falls on or after the First Call Date, one hundred (100.00) per cent. of the Nominal Amount,

in each together with any Deferred Interest and any interest accrued from (but excluding) the immediately preceding Interest Payment Date to (and including) the Redemption Date.

- 12.5.2 Redemption in accordance with Clause 12.5.1 shall be made by the Issuer giving at least thirty (30) but not more than sixty (60) Business Days' notice, prior to the proposed Redemption Date, to the Holders, the Issuing Agent and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable. Upon expiry of such notice, the Issuer is bound to redeem the Capital Securities in full at the applicable amounts.

- 12.5.3 Immediately upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Agent and the Holders in accordance with Clause 25 (*Notices*), specifying the nature of the Change of Control Event.

12.6 Cancellation of Capital Securities

All Capital Securities which are redeemed pursuant to this Clause 12 and all Capital Securities purchased and elected to be cancelled pursuant to Clause 12.2 (*The Group Companies' purchase of Capital Securities*) will be cancelled and may not be reissued or resold. The Issuer shall promptly inform the Holders in accordance with Clause 25 (*Notices*), the Agent and the Issuing Agent of any such cancellation and for so long as the Capital Securities are admitted to trading on Nasdaq Stockholm and the rules of such exchange so require, the Issuer shall promptly inform Nasdaq Stockholm (or any other relevant Regulated Market on which the Capital Securities are admitted to trading) of the cancellation of any Capital Securities under this Clause 12.6.

13 PRECONDITIONS TO SPECIAL EVENT REDEMPTION OR CHANGE OF CONTROL REDEMPTION

- 13.1 Prior to the publication of any notice of redemption pursuant to Clause 12 (*Redemption and repurchase of the Capital Securities*) (other than redemption pursuant to Clause 12.3 (*Voluntary redemption by the Issuer (call option)*)), the Issuer shall:
- (a) obtain consent from the general meeting of the shareholders of the Issuer for such redemption; and
 - (b) deliver to the Agent a certificate signed by two authorised signatories of the Issuer stating:
 - (i) that the relevant requirement or circumstance giving rise to the right to redeem the Capital Securities is satisfied; and
 - (ii) in the case of a Withholding Tax Event, that the Issuer is unable to avoid paying additional amounts by taking measures reasonably available to it.
- 13.2 In addition, in the case of a Special Event (other than a Substantial Repurchase Event), the Issuer shall deliver to the Agent and the Issuing Agent an opinion of independent legal, accounting or other tax advisers to the effect that the relevant requirement or circumstance giving rise to the right to redeem is satisfied (save, in the case of a Withholding Tax Event, as to whether reasonable measures to avoid paying additional amounts are available to the Issuer). Such certificate and, if applicable, opinion, shall be conclusive and binding on the Holders.
- 13.3 Any redemption of the Capital Securities in accordance with Clause 12 (*Redemption and repurchase of the Capital Securities*) shall be conditional on all Deferred Interest being paid in full in accordance with the provisions of Clause 11.3 (*Mandatory settlement of Deferred Interest*) on or prior to the date of such redemption.

14 ADMISSION TO TRADING

The Issuer has the intention and shall use its best efforts (without assuming any legal or contractual obligation) to ensure that:

- (a) that the Initial Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days after the First Issue Date;
- (b) that any Subsequent Capital Securities are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days following the relevant subsequent issue date; and
- (c) that the Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Capital Securities in close connection to the redemption of the Capital Securities).

15 DEFAULT AND ENFORCEMENT

15.1 Proceedings

15.1.1 Without prejudice to the Issuer's right to defer the payment of interest under Clause 11 (*Optional interest deferral*), if a default is made by the Issuer for a period of thirty (30) days or more in relation to the payment of any interest, principal or premium in respect of the Capital Securities which is due and payable, then the Issuer shall be deemed to be in default under the Capital Securities and the Agent (acting on instructions of the Holders in accordance with these Terms and Conditions) or (subject to Clause 23.2) any Holder may institute proceedings for an Issuer Winding-up provided that such default is still continuing.

15.1.2 In the event of an Issuer Winding-up, a Holder may, provided such Holder does not contravene a previously adopted resolution (if any), either independently or through the Agent prove and/or claim in such Issuer Winding-up in respect of the Capital Securities, such claim being for such amount, and being subordinated in such manner, as is provided under Clause 3.2.

15.2 Enforcement

The Agent (acting on the instructions of the Holders in accordance with these Terms and Conditions) may institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Capital Securities but in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

15.3 Extent of Holders' Remedy

No remedy against the Issuer, other than as referred to in this Clause 15, shall be available to the Agent and the Holders, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Capital Securities.

16 DECISIONS BY HOLDERS

16.1 A request by the Agent for a decision by the Holders on a matter relating to the Terms and Conditions shall (at the option of the Agent) be dealt with at a Holders' Meeting or by way of a Written Procedure.

16.2 Any request from the Issuer or a Holder (or Holders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Holder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Holders, be made by them jointly) for a decision by the Holders on a matter relating to the Terms and Conditions shall be directed to the Agent and dealt with at a Holders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Holders' Meeting than by way of a Written Procedure, it shall be dealt with at a Holders' Meeting.

16.3 The Agent may refrain from convening a Holders' Meeting or instigating a Written Procedure if:

- (a) the suggested decision must be approved by any Person in addition to the Holders and such Person has informed the Agent that an approval will not be given; or
- (b) the suggested decision is not in accordance with applicable laws.

16.4 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 8 (*Right to act on behalf of a Holder*) from a Person who is, registered as a Holder:

- (a) on the Business Day specified in the notice pursuant to Clause 17.3, in respect of a Holders' Meeting; or
- (b) on the Business Day specified in the communication pursuant to Clause 18.3, in respect of a Written Procedure,

may exercise voting rights as a Holder at such Holders' Meeting or in such Written Procedure, provided that the relevant Capital Securities are included in the definition of Adjusted Nominal Amount.

16.5 The following matters shall require consent of Holders representing at least two thirds (2/3) of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3:

- (a) the issue of any Subsequent Capital Securities, if the Total Nominal Amount of the Capital Securities exceeds, or if such would cause the Total Nominal Amount of the Capital Securities to at any time exceed, SEK 500,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Capital Securities are issued);
 - (b) a change to the currency, denomination, status or transferability of the Capital Securities;
 - (c) a change to the Nominal Amount or the Interest Rate (including, for the avoidance of doubt, changes to the Margin or STIBOR);
 - (d) a change of Issuer or any delay of the due date for payment of any interest on the Capital Securities other than as permitted pursuant to Clause 11 (*Optional interest deferral*);
 - (e) a mandatory exchange of Capital Securities for other securities;
 - (f) early redemption of the Capital Securities, other than as otherwise permitted or required by the Terms and Conditions; and
 - (g) amend the provisions in this Clause 16.5 or in Clause 16.6.
- 16.6 Any matter not covered by Clause 16.5, including for the avoidance of doubt the initiation of an Issuer Winding-up, shall require the consent of Holders representing more than fifty (50.00) per cent. of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3. This includes, but is not limited to, any amendment to or waiver of the terms of the Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) or (b) of Clause 19.1).
- 16.7 Quorum at a Holders' Meeting or in respect of a Written Procedure only exists if a Holders (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.5 and otherwise twenty (20.00) per cent of the Adjusted Nominal Amount:
- (a) if at a Holders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 16.8 If a quorum does not exist at a Holders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Holders' Meeting (in accordance with Clause 17.1) or initiate a second Written Procedure (in accordance with Clause 18.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Holders' consent. The quorum requirement in Clause 16.7 shall not apply to such second Holders' Meeting or Written Procedure.

- 16.9 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.10 A Holder holding more than one Capital Security need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.11 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Holders that consent at the relevant Holders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 16.12 A matter decided at a duly convened and held Holders' Meeting or by way of Written Procedure is binding on all Holders, irrespective of them being present or represented at the Holders' Meeting or responding in the Written Procedure. The Holders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Holders.
- 16.13 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Holders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.14 If a decision shall be taken by the Holders on a matter relating to the Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Capital Securities owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Capital Securities. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Capital Security is owned by a Group Company or an Affiliate of a Group Company.
- 16.15 Information about decisions taken at a Holders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Holders and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Holders' Meeting or Written Procedure shall at the request of a Holders be sent to it by the Issuer or the Agent, as applicable.

17 HOLDERS' MEETING

- 17.1 The Agent shall convene a Holders' Meeting no later than five (5) Business Days after receipt of a request from the Issuer or the Holder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice to each such Person who is registered as a Holder on the Business Day prior to the date on which the notice is sent. If the Holders' Meeting has been requested by the Holder(s), the Agent shall send a copy of the notice to the Issuer.
- 17.2 Should the Issuer want to replace the Agent, it may convene a Holders' Meeting by sending a notice to each Holder in accordance with Clause 17.1 with a copy to the Agent. Before such

notice is sent the Issuer shall inform the Agent of its request to replace the Agent and, on the request of the Agent, append a statement from the Agent together with the notice. After a request from the Holders pursuant to Clause 20.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Holders' Meeting in accordance with Clause 17.1.

17.3 The notice pursuant to Clause 17.1 shall include:

- (a) time for the meeting;
- (b) place for the meeting,
- (c) a specification of the Business Day on which a Person must be registered as a Holder in order to be entitled to exercise voting rights (such Business Day not to fall earlier than the effective date of the notice pursuant to Clause 17.1),
- (d) agenda for the meeting (including each request for a decision by the Holders) and
- (e) a form of power of attorney.

Only matters that have been included in the notice may be resolved upon at the Holders' Meeting. Should prior notification by the Holders be required in order to attend the Holders' Meeting, such requirement shall be included in the notice.

17.4 The Holders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.

17.5 If the Agent, in breach of these Terms and Conditions, has not convened a Holders' Meeting within five (5) Business Days after having received such notice, the requesting Person may convene the Holders' Meeting itself. If the requesting Person is a Holder, the Issuer shall upon request from such Holder provide the Holder with necessary information from the register kept by the CSD and, if no Person to open the Holders' Meeting has been appointed by the Agent, the meeting shall be opened by a Person appointed by the requesting Person.

17.6 At a Holders' Meeting, the Issuer, the Holders (or the Holders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Holders' Meeting. The Holders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Holders' Meeting instead of the Holder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Holder.

17.7 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Holders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Holders to vote without attending the meeting in person.

18 WRITTEN PROCEDURE

- 18.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Holder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such Person who is registered as a Holder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Holder(s), the Agent shall send a copy of the communication to the Issuer.
- 18.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 18.1 to each Holder with a copy to the Agent.
- 18.3 A communication pursuant to Clause 18.1 shall include:
- (a) each request for a decision by the Holders;
 - (b) a description of the reasons for each request;
 - (c) a specification of the Business Day on which a Person must be registered as a Holder in order to be entitled to exercise voting rights (such Business Day not to fall earlier than the effective date of the communication pursuant to Clause 18.1);
 - (d) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;
 - (e) the stipulated time period within which the Holder must reply to the request (such time period to last at least ten (10) Business Days but not more than twenty (20) Business Days from the communication pursuant to Clause 18.1); and
 - (f) if the voting shall be made electronically, instructions for such voting.
- 18.4 If the Agent, in breach of these Terms and Conditions, has not instigated a Written Procedure within five (5) Business Days after having received such notice, the requesting Person may instigate a Written Procedure itself. If the requesting Person is a Holder, the Issuer shall upon request from such Holder provide the Holder with necessary information from the register kept by the CSD.
- 18.5 When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 16.5 and 16.6 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.5 or 16.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

19 AMENDMENTS AND WAIVERS

- 19.1 The Issuer and the Agent (acting on behalf of the Holders) may agree to amend the Terms and Conditions or waive any provision in the Terms and Conditions, provided that:
- (a) such amendment or waiver is not detrimental to the interest of the Holders, or is made solely for the purpose of rectifying obvious errors and mistakes;

- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (c) such amendment or waiver has been duly approved by the Holders in accordance with Clause 16 (*Decisions by Holders*).
- 19.2 The consent of the Holders is not necessary to approve the particular form of any amendment or waiver to the Terms and Conditions. It is sufficient if such consent approves the substance of the amendment or waiver.
- 19.3 The Agent shall promptly notify the Holders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Terms and Conditions are available on the website of the Agent and the Issuer shall ensure that such amendments to the Terms and Conditions are available on the website of the Issuer. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD.
- 19.4 An amendment or waiver to the Terms and Conditions shall take effect on the date determined by the Holders' Meeting, in the Written Procedure or by the Agent, as the case may be.

20 APPOINTMENT AND REPLACEMENT OF THE AGENT

20.1 Appointment of Agent

- 20.1.1 By subscribing for Capital Securities, each initial Holder appoints the Agent to act as its agent and security agent in all matters relating to the Capital Securities and the Terms and Conditions, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Capital Securities held by such Holder, including the winding-up, dissolution, liquidation, company reorganisation (*Sw. företagsrekonstruktion*), or bankruptcy (*Sw. konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Capital Securities, each subsequent Holder confirms such appointment and authorisation for the Agent to act on its behalf.
- 20.1.2 Each Holder shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), as the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Terms and Conditions. The Agent is under no obligation to represent a Holder which does not comply with such request.
- 20.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Terms and Conditions.
- 20.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Terms and Conditions and the Agent's obligations as agent and security agent under the Terms and Conditions are conditioned upon the due payment of such fees and indemnifications.

20.1.5 The Agent may act as agent and/or security agent for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 Duties of the Agent

20.2.1 The Agent shall represent the Holders in accordance with the Terms and Conditions. However, the Agent is not responsible for the execution, validity or enforceability of the Terms and Conditions.

20.2.2 The Agent shall keep the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) available on the website of the Agent. The latest versions of the Terms and Conditions shall be available to the Holders at the office of the Agent during normal business hours.

20.2.3 Upon request by a Holder, the Agent may distribute to the Holders any information from such Holder which relates to the Capital Securities (at the discretion of the Agent). The Agent may require that the requesting Holder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed. The Agent may upon request by a Holder disclose the identity of any other Holder who has consented to the Agent in doing so.

20.2.4 When acting in accordance with the Terms and Conditions, the Agent is always acting with binding effect on behalf of the Holders. The Agent shall carry out its duties under the Terms and Conditions in a reasonable, proficient and professional manner, with reasonable care and skill.

20.2.5 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Terms and Conditions.

20.2.6 The Agent shall treat all Holders equally and, when acting pursuant to the Terms and Conditions, act with regard only to the interests of the Holders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Terms and Conditions.

20.2.7 The Agent shall be entitled to disclose to the Holders any event or circumstance directly or indirectly relating to the Issuer or the Capital Securities. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Holders delay disclosure or refrain from disclosing certain information.

20.2.8 The Agent is entitled to engage external experts when carrying out its duties under the Terms and Conditions. The Issuer shall on demand by the Agent pay all costs for external experts engaged for the purpose of investigating or considering a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Holders under the Terms and Conditions.

20.2.9 The Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Terms and Conditions.

- 20.2.10 Notwithstanding any other provision of the Terms and Conditions to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 20.2.11 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Holders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.
- 20.2.12 The Agent shall give a notice to the Holders (i) before it ceases to perform its obligations under the Terms and Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Terms and Conditions, or (ii) if it refrains from acting for any reason described in Clause 20.2.11.
- 20.2.13 Unless it has actual knowledge to the contrary, the Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.

20.3 Limited liability for the Agent

- 20.3.1 The Agent will not be liable to the Holders for damage or loss caused by any action taken or omitted by it under or in connection with the Terms and Conditions, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts addressed to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Holders to delay the action in order to first obtain instructions from the Holders.
- 20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Terms and Conditions to be paid by the Agent to the Holders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.4 The Agent shall have no liability to the Holders for damage caused by the Agent acting in accordance with instructions of the Holders given in accordance with Clause 16 (*Decisions by Holders*) or a demand given by Holders in accordance with the Terms and Conditions.
- 20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Terms and Conditions shall not be subject to set-off against the obligations of the Issuer to the Holders under the Terms and Conditions.
- 20.3.6 The Agent is not liable for information provided to the Holders by or on behalf of the Issuer or by any other Person.

20.4 Replacement of the Agent

- 20.4.1 Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Holders, in which case the Holders shall appoint a successor Agent at a Holders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2 Subject to Clause 20.4.6, if the Agent is insolvent or becomes subject to bankruptcy proceedings, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.3 A Holder (or Holders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Holder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Holders, be given by them jointly), require that a Holders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Holders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Holders that the Agent be dismissed and a new Agent appointed.
- 20.4.4 If the Holders have not appointed a successor Agent within ninety (90) calendar days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Holders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Terms and Conditions.
- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Terms and Conditions but shall remain entitled to the benefit of the Terms and Conditions and remain liable under the Terms and Conditions in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Holders shall have the same rights and obligations amongst themselves under the Terms and Conditions as they would have had if such successor had been the original Agent.
- 20.4.8 In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Terms and Conditions. Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

21 APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

- 21.1 The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Capital Securities.
- 21.2 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

22 APPOINTMENT AND REPLACEMENT OF THE CSD

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to the CSD.
- 22.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Holder or the listing of the Capital Securities listed on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*).

23 NO DIRECT ACTIONS BY HOLDERS

- 23.1 A Holder may not take any action or take any legal steps whatsoever against the Issuer or a Subsidiary to enforce or recover any amount due or owing to it pursuant to the Terms and Conditions, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (*Sw. företagsrekonstruktion*) or bankruptcy (*Sw. konkurs*) (or its equivalent in any other jurisdiction) of the Group Companies in relation to any of the liabilities of the Issuer or a Subsidiary under the Terms and Conditions. Such steps may only be taken by the Agent.
- 23.2 Clause 23.1 shall not apply if the Agent has been instructed by the Holders in accordance with the Terms and Conditions to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Holder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Terms and Conditions or by any reason described in Clause 20.2.11, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.12 before a Holder may take any action referred to in Clause 23.1.

24 TIME-BAR

- 24.1 The right to receive repayment of the principal of the Capital Securities shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Holders' right to receive payment has been time-barred and has become void.
- 24.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new time-bar period of ten (10) years with respect to the right to receive repayment of the principal of the Capital Securities, and of three (3) years with respect to the right to receive payment of Interest (excluding capitalised Interest) will commence, in both cases calculated from the date of interruption of the time-bar period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

25 NOTICES

- 25.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time, and, if sent by email by the Issuer, to such email address as notified by the Agent to the Issuer from time to time;
 - (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or such address as notified by the Issuer to the Agent from time to time or, if sent by email by the Agent, to such email address as notified by the Issuer to the Agent from time to time; and
 - (c) if to the Holders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery (if practicable possible) or letter for all Holders, provided that the same means of communication shall be used for all Holders. A notice to the Holders shall also be published on the websites of the Issuer and the Agent.
- 25.2 Any notice or other communication made by one Person to another under or in connection with these Terms and Conditions shall be sent by way of courier, personal delivery or letter (and, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause 25.1.

- 25.3 Failure to send a notice or other communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

26 FORCE MAJEURE AND LIMITATION OF LIABILITY

- 26.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 26.2 The Issuing Agent shall have no liability to the Holders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 26.3 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with the Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 26.4 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Central Securities Depositories and Financial Instruments Accounts Act which provisions shall take precedence.

27 GOVERNING LAW AND JURISDICTION

- 27.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 27.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 27.3, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
- 27.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Holders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

We hereby certify that the above Terms and Conditions are binding upon ourselves.

Place:

FASTIGHETS AKTIEBOLAGET TRIANON (publ)
as Issuer

Name:

Name:

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

Place:

NORDIC TRUSTEE & AGENCY AB (publ)
as Agent

Name:

Addresses**Company and Issuer**

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