

NOTICE TO A WRITTEN PROCEDURE

Denna kallelse till obligationsinnehavarna är endast utformad på engelska.

To the bondholders in:

ISIN: SE0010023770 CHR Bygga Bostäder Holding AB (publ) up to SEK 500,000,000 Senior Secured Bonds 2017/2021 (the "Bonds")

Stockholm, 6 July 2018

NOTICE TO A WRITTEN PROCEDURE - REQUEST TO AMEND THE TERMS AND CONDITIONS OF THE BONDS

This voting request for procedure in writing will be sent by regular mail on 6 July 2018 to Bondholders directly registered in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden AB. This voting request has also been published on the websites of the Issuer and the Agent (as defined below), in accordance with the terms and conditions of the Bonds (the "Terms and Conditions"). If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 5 C, (*Voting rights and authorisation*).

Intertrust (Sweden) AB (the "**Agent**") is under the Terms and Conditions appointed as Agent for the above mentioned issuance of Bonds of CHR Bygga Bostäder Holding AB (publ) (the "**Issuer**" or the "**Group**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Bondholders can vote for or against the Issuer's request to amend the Terms and Conditions.

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice to a Written Procedure**") shall have the meanings assigned thereto in the Terms and Conditions for the Bonds.

This voting request, and associated enclosed Schedules 1 and 2, have been construed in accordance with applicable regulations in the Terms and Conditions.

Bondholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, a power of attorney/authorisation, substantially in the form as attached hereto as Schedule 2 (the "**Power of Attorney**"), if the Bonds are held in custody other than with Euroclear Sweden AB, to the Agent. Please contact the securities firm you hold your Bonds

through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

The Agent must **receive the Voting Form no later than 12:00 (CET), 1 August 2018**, by regular mail, via courier or e-mail to the addresses indicated below under Section 5 F. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Bondholder on **9 July 2018** (the "**Record Date**"). This means that the person must be registered on a Securities Account with Euroclear Sweden AB, being the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

The information in this Notice to a Written Procedure regarding the Issuer and market conditions is provided by the Issuer, and the Agent expressly disclaims any liability whatsoever related to such information.

1. BACKGROUND

The Group has been able to attract third party financing by investors not falling within the definition of respectable banks, which is the requirement in order to incur Financial Indebtedness in the form of a Project Facility in order for such additional debt to constitute Permitted Debt. In relation to such financing, the third party financiers have requested the Issuer to grant a guarantee in relation to the obligations under the new financing. Moreover, the Group anticipates that it will not be able to comply with the Interest Coverage Ratio and therefore requests that the testing of the Interest Coverage Ratio under the Maintenance Test will be excluded under certain circumstances and that any default occurring as a result of non-compliance on the test date falling on 30 June 2018 is waived.

2. PROPOSAL

In order to achieve the above mentioned objectives, the Issuer proposes certain amendments of the Terms and Conditions which are regulating the incurrence of Financial Indebtedness of the Group and to make adjustments to the financial covenants. The proposed amendments include:

- i) to waive any default arising under the Terms and Conditions by reason of non-compliance by the Issuer of paragraph (a)(ii) of Clause 12.1.1 of the Terms and Conditions on the Reference Date 30 June 2018;
- ii) to amend the definition of Project Facility in the Terms and Conditions will be amended to allow for senior project financing incurred by a Project Entity from any third party;
- iii) that the test in paragraph (a)(ii) of Clause 12.1.1 of the Terms and Conditions is not tested for a certain period and, subject to certain conditions, removed; and

- iv) to amend the definition of Permitted Debt and add a new paragraph (q) to allow for guarantees to be granted by the Issuer under any Project Facility.

3. AMENDMENT AND WAIVER REQUEST

- (a) The Issuer hereby requests that the Bondholders approve the necessary resolutions to waive any default in respect of the Interest Coverage Ratio and to amend the Terms and Conditions as stated below:

Waiver in respect of the Interest Coverage Ratio

- i. the Bondholders waive any default arising under the Terms and Conditions by reason of non-compliance by the Issuer of paragraph (a)(ii) of Clause 12.1.1 of the Terms and Conditions on the Reference Date 30 June 2018, provided that the loan under the SEK 40,000,000 term loan facility agreement with Brf Kristallerna 1, reg. no. 769630-8118, as the borrower and Maderna Corporate Services AB, reg. no. 556761-7070, as the lender is disbursed to Brf Kristallerna 1.

Amendment of the definition of Project Facility

- ii. the definition of Project Facility in Clause 1.1 of the Terms and Conditions shall be replaced with the following wording:

"Project Facility" means any senior project financing incurred by a Project Entity from any third party for the purpose of financing or refinancing a Project or part of a Project.

Amendment of the testing of the Interest Coverage Ratio as Maintenance Test

- iii. a new paragraph (c) under Clause 12.1.1 shall be included with the following wording:

(c) Notwithstanding paragraph (b) above, the Maintenance Test in respect of the Interest Coverage Ratio shall not be tested:

(i) from and for as long as any amount is outstanding under the Brf Kristallerna Facility;

(ii) until (but excluding) the Reference Date falling on 30 June 2019 if an equity contribution is made to the Issuer in an aggregate amount of SEK 35,000,000; or

(iii) for as long as any Bonds are outstanding if an equity contribution (including any contribution pursuant to (ii) above) is made to the Issuer in an aggregate amount of SEK 43,000,000.

- iv. a new definition in Clause 1.1 of the Terms and Conditions shall be included with the following wording:

"Brf Kristallerna Facility" means the SEK 40,000,000 term loan facility agreement with Brf Kristallerna 1, reg. no. 769630-8118, as the borrower and Maderna Corporate Services AB, reg. no. 556761-7070, as the lender.

- v. the definition of Compliance Certificate in Clause 1.1. of the Terms and Conditions shall be replaced with the following wording:

"Compliance Certificate" means a certificate, in form and substance satisfactory to the Agent, signed by the Issuer including (i) calculations and figures in respect of the Equity Ratio, Early Phase Projects Ratio and Interest Coverage Ratio (if applicable) and (ii) certifying that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it. The Compliance Certificate shall include information on the numbers of Bonds held by the Group or any Affiliate (if any).

Amendment of the definition of Permitted Debt

- vi. the definition of Permitted Debt in Clause 1.1 of the Terms and Conditions shall be amended by including a new item (q) with the following wording:

any guarantee granted by the Issuer under any Project Facility;

The amendments in items i.-vi., and as evidenced by the mark-up in accordance with Schedule 3, are hereafter jointly referred to as the "**Amendment and Waiver Request**".

- (b) The amendments and the waiver of the Terms and Conditions in accordance with the Amendment and Waiver Request shall have immediate effect from (and including) the date when the Bondholders have approved the Amendment and Waiver Request.
- (c) The Agent shall in its own discretion be entitled to make amendments to the Terms and Conditions on behalf of the Bondholders and take such actions required in order to implement the Amendment and Waiver Request and waive any default occurring in relation thereto, provided such amendments and actions are consistent with the Amendment and Waiver Request or otherwise in accordance with Clause 19 (*Amendments and Waivers*) of the Terms and Conditions.
- (d) Provided that the Amendment and Waiver Request have been approved by the Bondholders, the Agent will notify the Bondholders that the Amendment and Waiver Request has become effective and the amended and restated Terms and Conditions will be published on the websites of the Issuer and the Agent.

4. NON-RELIANCE

The Amendment and Waiver Request is presented to the Bondholders without evaluation, advice or recommendations from the Agent. The Agent has not reviewed or assessed this Notice to a Written

Procedure or the Amendment and Waiver Request (and their effects, should it be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice to a Written Procedure or the Amendment and Waiver Request (and their effects, should it be adopted). The Bondholders must independently evaluate whether the above Amendment and Waiver Request (and its effects) is acceptable or not.

5. THE WRITTEN PROCEDURE

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

A. Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than **12:00 (CET), 1 August 2018**. Votes received thereafter may be disregarded.

B. Decision procedure

The Agent will, in accordance with this Notice to a Written Procedure, determine if received replies are eligible to participate under the Written Procedure as valid votes.

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

Information about the decision taken under the Written Procedure will: i) be sent by notice to the Bondholders and ii) be published on the websites of a) the Issuer and b) the Agent.

The minutes from the Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable. A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

C. Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (**9 July 2018**) in the debt register:

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

Bonds registered with a nominee

If you are not registered as a direct registered owner, but your Bonds are held through a registered authorised nominee or another intermediary, you may have two different options to influence the voting for the Bonds.

1. You can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you.

2. You can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as bondholder of the Securities Account, or from each intermediary in the chain of bondholders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

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

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

D. Quorum

In order to form a quorum for this Written Procedure, Bondholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must reply to the request under the Written Procedure.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

E. Majority

To approve the Amendment and Waiver Request, at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Amendment and Waiver Request.

F. Address for sending replies

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

(a) By regular mail:

Intertrust (Sweden) AB

Attn: Trustee

P.O. Box 16285

103 25 Stockholm

(b) By courier:

Intertrust (Sweden) AB

Attn: Trustee

Sveavägen 9

10th floor

111 57 Stockholm

(c) By e-mail:

E-mail: trustee@intertrustgroup.com

6. FURTHER INFORMATION

For further questions to the Agent, please contact the Agent at trustee@intertrustgroup.com or +46 8 402 72 00.

Stockholm, 6 July 2018

INTERTRUST (SWEDEN) AB

As Agent

Enclosed:

1. Voting Form
2. Power of Attorney/Authorisation
3. Changes to the Terms and Conditions

VOTING FORM

Schedule 1

For the procedure in writing in CHR Bygga Bostäder Holding AB (publ) up to SEK 500,000,000 Senior Secured Bonds 2017/2021, ISIN: SE0010023770.

The undersigned Bondholder or authorised person/entity (the "**Voting Person**"), votes either **For** or **Against** the Amendment and Waiver Request by marking the applicable box below.

NOTE: If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

For the Amendment and Waiver Request

Against the Amendment and Waiver Request

Name of the Voting Person: _____

Capacity of the Voting Person: Bondholder: ¹ authorised person: ²

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

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

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

Nominal Amount voted for (in SEK): _____

Day time telephone number, e-mail address and contact person:

Authorised signature and Name³

Place, date

¹ When voting in this capacity, no further evidence is required.

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

³ If the undersigned is not a Bondholder according the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the procedure in writing in CHR Bygga Bostäder Holding AB (publ) up to SEK 500,000,000 Senior Secured Bonds 2017/2021, ISIN: SE0010023770.

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

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

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

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

We hereby confirm that the person/entity specified above (Sw. *Befullmäktigad*) has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: SEK _____

We are:

Registered as Bondholder on the Securities Account

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

Place, date: _____

Name:

Authorised signature of Bondholder/other intermediary (Sw. *Fullmaktsgivaren*)

CHANGES TO THE TERMS AND CONDITIONS

Schedule 3

[Insertions are shown as double underlined text in blue and deletions are shown as strikethrough text in red]

1. Definitions and Construction

1.1 Definitions

[...]

"Brf Kristallerna Facility" means the SEK 40,000,000 term loan facility agreement with Brf Kristallerna 1, reg. no. 769630-8118, as the borrower and Maderna Corporate Services AB, reg. no. 556761-7070, as the lender.

[...]

"**Compliance Certificate**" means a certificate, in form and substance satisfactory to the Agent, signed by the Issuer including (i) calculations and figures in respect of the Equity Ratio, Early Phase Projects Ratio and Interest Coverage Ratio (if applicable) and (ii) certifying that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it. The Compliance Certificate shall include information on the numbers of Bonds held by the Group or any Affiliate (if any).

[...]

"**Permitted Debt**" means means any Financial Indebtedness:

- (a) incurred under the Bonds (other than Subsequent Bonds);
- (b) of the Group incurred pursuant to any financial leasing arrangements incurred in the ordinary course of the Group's business in a maximum amount of SEK 5,000,000;
- (c) incurred by the Issuer under a revolving credit facility in a maximum amount of SEK 15,000,000;
- (d) incurred by the Issuer under the Penser Loans;
- (e) incurred by the issuer under the Penser Brandholmen Loan;
- (f) incurred under a Mortgage Loan (or a guarantee provided for such loan) in a maximum amount of SEK 20,000,000, in aggregate;
- (g) incurred by a member of the Group from another member of the Group;
- (h) of the Group under any guarantee issued by a Group Company in the ordinary course of business;
- (i) arising under a foreign exchange transaction or commodity derivatives for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business

or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;

- (j) arising under any interest rate hedging transactions, but not any transaction for investment or speculative purposes;
- (k) related to any Shareholder Loans;
- (l) incurred under Advance Purchase Agreements;
- (m) incurred by a Project Entity under any Project Facility;
- (n) of any person acquired by a member of the Group after the First Issue Date which has been incurred under arrangements in existence at the date of acquisition, but not incurred, increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of six (6) months following the date of acquisition, provided that the Incurrence Test is met;
- (o) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested pro forma including such incurrence, and (i) is incurred as a result of a Subsequent Bond Issue by the Issuer under the Terms and Conditions, or (ii) ranks pari passu and is not secured by any member of the Group or with any assets of the Group or is subordinated to the obligations of the Issuer under the Finance Documents, and has a final maturity date or a final redemption date or, when applicable, early redemption dates or instalment dates which occur no earlier than thirty (30) days after the Final Redemption Date;
- (p) as a result of a refinance of the Bonds in full; ~~and~~
- (q) any guarantee granted by the Issuer under any Project Facility; and
- (r) ~~(q)~~ any other Financial Indebtedness not covered under (a)-(q) above in an aggregate maximum amount of SEK 5,000,000.

[...]

"**Project Facility**" means any senior project financing incurred by a Project Entity from ~~a respectable bank~~ any third party for the purpose of financing or refinancing a Project or part of a Project.

[...]

12.1.1 The Maintenance Test and testing date

- (a) The Maintenance Test is met if:
 - (i) the Equity Ratio at all times is at least 25.00 per cent.;
 - (ii) the Interest Coverage Ratio at all times exceeds 2.00:1;
 - (iii) the Early Phase Projects Ratio is equal to or less than 50 per cent.; and
 - (iv) the aggregate amount of Cash and Cash Equivalents at all times is at least SEK 15,000,000.

(b) The Maintenance Test shall be tested on each Reference Date with respect to the Reference Period ending on such Reference Date. The first test date shall be 31 December 2017.

(c) Notwithstanding paragraph (b) above, the Maintenance Test in respect of the Interest Coverage Ratio shall not be tested:

(i) from and for as long as any amount is outstanding under the Brf Kristallerna Facility;

(ii) until (but excluding) the Reference Date falling on 30 June 2019 if an equity contribution is made to the Issuer in an aggregate amount of SEK 35,000,000; or

(iii) for as long as any Bonds are outstanding if an equity contribution (including any contribution pursuant to (ii) above) is made to the Issuer in an aggregate amount of SEK 43,000,000.
