

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

Stockholm, 19 April 2023

To the bondholders in:

ISIN SE0014555298 and SE0014555306: Initially issued by T. Andréasson Fastighetsaktiebolag (publ) (the "Issuer") on 9 July 2020 (the "Bonds").

## NOTICE OF WRITTEN PROCEDURE – REQUEST FOR A WAIVER AND CONSENT TO CONVERT THE BONDS INTO PREFERENCE SHARES IN THE ISSUER

This voting request for procedure in writing has been sent on 19 April 2023 to Bondholders (as defined below) directly registered in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden AB (the "CSD"). If you are an authorised nominee under the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 3.3 (*Voting rights and authorisation*).

### Key information:

Record Date for being eligible to vote:	24 April 2023
Deadline for voting:	12:00 (CET) on 16 May 2023
Quorum requirement:	More than 50 per cent.
Majority requirement:	At least 66 2/3 per cent.

Intertrust (Sweden) AB acts as agent (the "**Agent**") for the holders of the Bonds (the "**Bondholders**") in the above-mentioned up to SEK 300,000,000 bonds issue with ISIN SE0014555298 and SE0014555306 (the "**Bonds**") issued by T. Andréasson Fastighetsaktiebolag (publ), Reg. No. 556723-0130, (the "**Issuer**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby instigates a written procedure, whereby the Bondholders can vote for or against the Issuer's Proposals (as defined below) (the "**Written Procedure**").

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice**") shall have the meanings assigned to them in the terms and conditions of the Bonds (the "**Terms and Conditions**").

Bondholders participate by completing and sending the voting form, attached hereto as Schedule 1 (*Voting Form*) (the "**Voting Form**"), and, if applicable, the power of

attorney/authorisation, attached hereto as Schedule 2 (*Power of Attorney/Authorisation*) (the "**Power of Attorney**") or other sufficient evidence, if the Bonds are held in custody other than by the CSD, 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) on 16 May 2023 either by mail, courier or email to the Agent using the contact details set out in Section 3.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 24 April 2023 (the "**Record Date**"). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

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

## 1 Background

### 1.1 Financial difficulties

- 1.1.1 The Issuer is a real estate developer founded in 2007 by Thomas Andréasson who is the CEO and the sole shareholder of the Issuer (the "**Shareholder**"). The Issuer is active in Stockholm, Knivsta and Trosa and has carried out over thirty (30) successful projects. The proceeds from the Bonds have, *inter alia*, been applied towards carrying out zoning plan changes in the projects in (i) Knivsta Ängby ("**Project Knivsta**") consisting of the properties Knivsta Ängby 1:17 and Knivsta Ängby 1:21 (the "**Properties**") and (ii) Trosa ("**Project Trosa**").
- 1.1.2 The proceeds from the Bonds issuance were used to finance acquisitions and ongoing development costs of the portfolio. The Issuer have awaited certain zoning plan approvals on several projects which were supposed to be sold or refinanced by subsequent Bond Issues at this time. Consequently, the delayed zoning plan approvals has had a negative impact on the liquidity of the Issuer.
- 1.1.3 Further, the Issuer may not incur any external financing not expressly permitted by the Terms and Conditions. Such restrictions along with the recession in the economy have had a detrimental impact on the Issuer's ability to successfully access external financing as necessary for the Issuer to tackle the negative development of the liquidity in the Issuer, and consequently carry on the Issuer's projects. It would have a significant negative effect on the Issuer and its subsidiaries business, financial condition and result of operation and on the Bondholders' recovery under the Bonds if the Issuer will continue to be unable to access other financing.

## 1.2 Other projects

- 1.2.1 With reference to the notice of written procedure, published and delivered to the Bondholders by the Agent on 11 April 2023, in which the Agent requests the Bondholders' consent to accelerate the Bonds, (the "**Agent's Request**"), (i) Project Österhagen (as defined in the Agent's Request) has been terminated by the Issuer as the zoning plan was not approved in due course and the project were no longer profitable for the Issuer, and (ii) Norra & Södra Låset (as defined in the Agent's Request) has been terminated by the counterparty to the Issuer as the Issuer did not meet the criteria under the share purchase agreement. The Issuer's project in Uppsala ("**Project Uppsala**") has been terminated by the counterparty as the Issuer was not able to provide its counterparty with evidence of the Issuer's financing for the project. Any downpayments (Sw. *handpenning*) received by the Issuer in relation to the terminations of Project Österhagen and Norra & Södra Låset has been used by the Issuer for general corporate purposes such as payment of suppliers and for repayment of short-term liabilities. The downpayment from the Issuer in relation to Project Uppsala was financed by an external loan and the repayment of the downpayment due to the termination has been used by the Issuer to prepay the Issuer's loan.
- 1.2.2 Further, the Issuer has not been able to satisfy necessary payments in relation to Project Trosa due to the liquidity difficulties of the Issuer and therefore the rights of the Issuer in relation to this project lacks financial value for the Issuer going forward and consequently also the Bondholders.
- 1.2.3 With respect to the terminations of Project Österhagen and Norra & Södra Låset, together with the development of Project Trosa, the only ongoing project of the Issuer is Project Knivsta. The zoning plan approvals are still pending in respect of Project Knivsta but the Issuer anticipates that Project Knivsta may be completed within a three-year period from the date of this Written Procedure and forecasts that the net proceeds from the project will be up to SEK 150,000,000.

## 1.3 Accrued and unpaid Interest

Due to the liquidity difficulties in the Issuer, and as notified by the Agent in the notice to the Bondholders published on 13 October 2022, the Issuer has failed to fulfil its obligations under Clause 12.1 (*Non-Payment*) of the Terms and Conditions as the Issuer have not paid accrued Interest in respect of the Interest Payment Date falling on 9 October 2022 pursuant to paragraph (b) in Clause 8 (*Interest*) of the Terms and Conditions. Further, the Issuer has failed to pay accrued Interest in respect of the Interest Payments Dates falling on 9 January 2023 and 9 April 2023. These non-payments constitute an Event of Default under the Terms and Conditions, which have not been remedied and therefore are continuing. The Agent has notified the Bondholders of the occurrence of this Event of Default by a notice to the Bondholders published on 27 March 2023.

## 1.4 Proposed terms of the Conversion

- 1.4.1 The Issuer has informed and had discussions with certain Bondholders regarding the most attractive means to approach the Bonds and the financial difficulties with the Issuer. In light of the outcome in these discussions the Issuer contemplates to, *inter alia*, with the Bondholders approval convert:
- (a) the Total Nominal Amount, equal to SEK 85,400,000 and EUR 4,820,000, and the Interest which has fallen due as per 18 April 2023, equal to SEK 8,484,805.86 and

EUR 478,884.83, into preference shares in a new issue of preference shares in the Issuer (the "**Preference Shares**") with a subscription price per Preference Share of SEK 40 (rounded down to the nearest whole number of Preference Shares per Bond, and any amount not entitling a full share will be waived)<sup>1</sup>; and

- (b) all accrued Interest from 18 April 2023 to the Conversion Date into unconditional capital contribution in the Issuer,

together referred to as the "**Conversion**".

- 1.4.2 The Conversion is subject to the Effective Date (as defined below), including but not limited to, necessary general meeting approvals and resolutions at an extraordinary general meeting in the Issuer, scheduled to be held on or around 16 May 2023 (the "**General Meeting**"). The Shareholder, representing all shares and votes in the Issuer, has confirmed its willingness to vote in favour of the Conversion at the General Meeting.
- 1.4.3 Subject to the occurrence of the Effective Date, the person meeting the criteria for being a Bondholder on 24 May 2023 (or such date announced by the Issuer in a press release) (the "**Conversion Record Date**") will be allotted 274 Preference Shares for each SEK Bond and 311 for each EUR Bond on or about 25 May 2023 (or such date announced by the Issuer in a press release) (the "**Conversion Date**") for each Bond held on the Conversion Record Date.<sup>2</sup>
- 1.4.4 Due to CSD's settlement structure the final day of trading the Bonds will be on 17 May 2023 (or such date announced by the Issuer in a press release).

## **1.5 Dividends arising from Project Knivsta**

- 1.5.1 After the completion of the Conversion, the Bondholders will become holders of Preference Shares in the Issuer and the Preference Shares shall, pursuant to the terms of the amended articles of association of the Issuer that the General Meeting will be proposed to adopt (the "**New Articles of Association**"), carry preferential rights to dividend corresponding to the net profits of Project Knivsta up to SEK 40 per Preference Share (the "**Preference Dividend Threshold**") less amounts previously received through dividends arising from the net profits of Project Knivsta, with priority over common shares in the Issuer. If the amount available to holders of Preference Shares by dividend is not sufficient to cover this amount, the amount available shall be distributed among holders of Preference Shares in proportion to their holdings of Preference Shares.
- 1.5.2 To the extent that amounts remain to be distributed after dividends arising from the net profits of Project Knivsta have been paid to holders of Preference Shares as described in Section 1.5.1 above, holders of common shares in the Issuer shall be entitled to such excess dividends.

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<sup>1</sup> Please note that the allocation of Preference Shares is based on the SEK 11.3163 spot rate between EUR and SEK on 17 April 2023, provided by the European Central Bank.

<sup>2</sup> Please note that the board of directors of the Issuer will resolve on allotment of the Preference Shares to each direct-registered owner and nominee on the Conversion Date. The Preference Shares will be delivered to each Bondholder following registration of the new issue of shares with the Swedish Companies Registration Office and CSD.

1.5.3 In the event of dissolution of the Issuer, Preference Shares shall, pursuant to the terms of the New Articles of Association, entail preferential rights over common shares to receive, from the Issuer's assets arising from Project Knivsta, SEK 40 per Preference Share, less amounts received through dividends in accordance with Section 1.5.1, before distribution to holders of common shares. The Preference Shares shall not otherwise carry entitlement to any distribution rights.

1.5.4 Pursuant to the terms of the New Articles of Association a reduction of the share capital may be made by way of redemption of a certain number or all Preference Shares following a resolution by the Issuer, provided that:

- (a) Project Knivsta has been divested (or terminated) to the effect that it will not generate any future net profits and that net profits from Project Knivsta generated by the Project Knivsta (if any) have been distributed to the Preference Shares; or
- (b) the Issuer has distributed dividends to the Preference Shares corresponding to the Preference Share Threshold.

The redemption price per Preference Share in case of redemption in accordance with (a) and (b) above shall correspond to the quotient value per Preference Share.

## **1.6 Conversion in order to avoid mandatory liquidation and bankruptcy**

1.6.1 The Issuer has during some time experienced difficulties with its finances and liquidity due to several market factors and the restrictions in the Terms and Conditions to access external financing. The board of directors of the Issuer has further resolved to prepare a special balance sheet (Sw. *kontrollbalansräkning*) for winding-up purposes in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*) and should the Conversion not be completed the board of directors of the Issuer is forced to put the Issuer in liquidation within eight (8) months from the resolution to prepare the special balance sheet.

1.6.2 The board of directors of the Issuer estimate that the Conversion are the most attractive alternative for the Bondholders. If the Issuer fails to carry out the Conversion, the board of the Issuer anticipates that the Issuer, in a short-term perspective, lacks financial ability to, *inter alia*, pay Interest, redeem the Nominal Amount of the Bonds on the Final Maturity Date, and carry out other payments as they fall due. Based on the board of directors' assumptions and estimates, should the Issuer be forced to file for bankruptcy, the Bondholders will be able to recover significantly less, compared to the value the Bondholders may receive in potential future dividend through the Conversion as the value of the Properties has not increased in accordance with the initial forecasts due to delay in the zoning plans. Pursuant to the most recent valuation dated 15 March 2023 by Forum Fastighetsekonomi the estimated value for the Properties were SEK 11,000,000. Therefore, the Bondholders should not assume that the full amount of the SEK 110,000,000 mortgage certificates in the Properties pledged by the Issuer to the Agent (on behalf of the Bondholders) as Transaction Security will be covered in case of an acceleration of the Bonds in accordance with the Agent's Request and/or if the Issuer is forced to file for bankruptcy or any other reason.

## 2 The Proposals

Based on the details set out in Section 1 (*Background*), the Issuer hereby kindly requests that the Bondholders approve (the "**Approval**") the proposals as set out in Section 2.1 (*Conversion*), 2.2 (*Release of Security*), 2.3 (*Authority for the Agent to implement the Proposals*) and 2.4 (*Waiver and consent*), subject to the due fulfilment of the terms and conditions set out herein (the "**Proposals**").

### 2.1 Conversion

The Issuer hereby requests that the Bondholders approve the Conversion.

### 2.2 Release of Security

2.2.1 The Issuer hereby requests that the Bondholders resolve that the Agent shall instruct the Security Agent (acting on behalf of the Bondholders) to, subject to (i) the occurrence of the Conversion Date, or (ii) any earlier date the Security Agent (in its sole discretion) on behalf of the Bondholders deems appropriate, release the Transaction Security, and (A) issue a customary release letter, in the form and substance agreed between the Security Agent and the Issuer, and (B) procure that all necessary and/or customary actions are taken in order for the Transaction Security to be released (e.g., releasing share certificates and property mortgage certificates to the Issuer) (the "**Release of Security**").

2.2.2 The Issuer further requests that the Bondholders approve all other necessary and/or customary amendments to the Finance Documents in order to effectuate and reflect the Release of Security.

### 2.3 Authority for the Agent to implement the Proposals

2.3.1 For the purpose of carrying out the steps of the Proposals as set out in Section 2.1 (*Conversion*) and 2.2 (*Release of Security*), the Issuer hereby requests that the Bondholders irrevocably authorise and assign to the Agent, or whoever the Agent appoint in its place, to, on behalf of the Bondholders, take such measures, provide confirmations, give notices and execute any agreement, or document, and agree amendments to such agreements or documents, that may be necessary or appropriate for the purpose of implementing the Proposals, including but not limited to:

- (a) subscribe for the Preference Shares or any other shares which the Bondholders are entitled to in accordance with the contemplated resolutions to be adopted by the board of directors of the Issuer regarding the Conversion; and
- (b) take any and all measures and actions that are deemed necessary in order to complete the Conversion and/or the Proposals.

2.3.2 The role of the Agent under this Written Procedure is solely mechanical and administrative in nature.

2.3.3 Further to the above, as set out in the Terms and Conditions, the Agent may assume that any documentation and other evidence delivered to it or to be entered into by it in relation to the Written Procedure is accurate, legally valid, correct and complete and the Agent does not have to verify the contents of such documentation or evidence.

## 2.4 Waiver and Consent

2.4.1 Further, the Issuer hereby requests that the Bondholders waive (the "**Waiver**") any Event of Default under the Terms and Conditions and consent (the "**Consent**") that any approval from the Bondholders to the Agent's Request shall expire.

2.4.2 Subject to the Bondholders consent, the Waiver and the Consent becomes effective immediately on the Effective Date of the Written Procedure (as defined below) but both the Waiver and the Consent shall expire automatically if the Approval lapses pursuant to Section 2.5.3 below.

## 2.5 Conditions for completion

2.5.1 Completion of the Proposals is conditional upon (the "**Conditions**"):

- (a) a requisite majority of the Bondholders consent to the Proposals (please see Section 3.6 (*Majority*)) and the occurrence of the Effective Date of the Written Procedure (as defined below);
- (b) requisite resolutions by the General Meeting (i) upon such new issue of Preference Shares necessary to effect the contemplated Conversion, and (ii) to adopt the New Articles of Association;
- (c) the Issuer has paid all the Agent's costs, charges and expenses (including, but not limited to, pre agreed legal fees), which the Agent have notified the Issuer no later than ten (10) Business Days prior to the Conversion Date; and
- (d) the absence of an announcement from the Issuer stating that any event has, or series of events have, occurred which would reasonably likely result in that the Conversion will not be carried out (for the avoidance of doubt, prior to the Conversion Date).

2.5.2 For the purpose of this Notice, the "**Effective Date**" means the date on which all the Conditions are fulfilled.

2.5.3 The Approval automatically lapses if the Effective Date has not occurred on or before 30 September 2023.

## 2.6 Effective Date of the Written Procedure

The Proposals shall be deemed to be approved (the "**Effective Date of the Written Procedure**"):

- (a) immediately upon expiry of the voting period and receipt of the required majority as set forth in Section 3.6 (*Majority*) below; or
- (b) if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

## 2.7 Timing

The timetable below shows and concludes certain important dates in relation to the Proposals.

Record Date for voting in the Written Procedure	24 April 2023
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General Meeting of the Issuer	16 May 2023
Deadline for voting in the Written Procedure	16 May 2023
Result of the Written Procedure announced (unless, voting closed earlier pursuant to Section 2.6 ( <i>Effective Date of the Written Procedure</i> )).	16 May 2023
Last trading day of the Bonds	On or about 17 May 2023
Conversion Record Date	On or about 24 May 2023
Conversion Date	On or about 25 May 2023

### 3 Written Procedure

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

#### 3.1 Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 12:00 hours (CET), 16 May 2023. Votes received thereafter may be disregarded.

#### 3.2 Decision procedure

- 3.2.1 The Agent will determine if received replies are eligible to participate under the Written Procedure as valid votes.
- 3.2.2 When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Proposals shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.
- 3.2.3 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.
- 3.2.4 A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

#### 3.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date:

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



### **3.4 Bonds registered with a nominee**

3.4.1 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 (2) different options to influence the voting for the Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney as set out in Schedule 2 (*Power of Attorney/Authorisation*) 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.

3.4.1.2 Whether one or both above-mentioned 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).

3.4.1.3 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 company directly or indirectly owned by the Issuer or an affiliate do not entitle to any voting rights.

### **3.5 Quorum**

3.5.1 To approve the Proposals, Bondholders representing at least fifty (50) per cent of the Adjusted Nominal Amount must reply to the Proposals under the Written Procedure in order to form a quorum.

3.5.2 If a quorum does not exist, the Agent shall instigate a second written procedure, provided that the Proposals has not been withdrawn by the Issuer. No quorum requirement will apply to such second written procedure.

### **3.6 Majority**

At least sixty-six and two thirds (66 2/3) of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Proposals.

### **3.7 Address for sending replies**

Return the Voting Form, as set out in Schedule 1 (*Voting Form*), and, if applicable, the Power of Attorney/Authorisation set out in Schedule 2 (*Power of Attorney/Authorisation*) or other sufficient evidence, if the Bonds are held in custody other than by CSD, by regular mail, scanned copy by e-mail, or by courier to:

**By regular mail:**

Intertrust (Sweden) AB

Attn: Written Procedure / TAFAB

P.O. Box 16285

103 25 Stockholm

**By courier:**

Intertrust (Sweden) AB

Attn: Written Procedure / TAFAB

Sveavägen 9, 10th floor

111 57 Stockholm

**By email:**

E-mail:

[trustee@intertrustgroup.com](mailto:trustee@intertrustgroup.com)

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**Further Information**

For further questions to the Issuer, regarding the request, please contact the CEO of the Issuer at [thomas.andreasson@taf-ab.se](mailto:thomas.andreasson@taf-ab.se) or +46 (0)708-60 05 90.

For further questions to the Agent, regarding the administration of the Written Procedure, please contact the Agent at [trustee@intertrustgroup.com](mailto:trustee@intertrustgroup.com) or +46 402 72 00.

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**Stockholm, 19 April 2023**

**INTERTRUST (SWEDEN) AB**

**as Agent**

**Enclosed:**

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

## Schedule 1 VOTING FORM

**For the Written Procedure in T. Andréasson Fastighetsaktiebolag (publ) up to SEK 300,000,000 senior secured fixed rate bonds 2020/2023 with ISIN SE0014555298 and SE0014555306**

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

**NOTE:** If the Voting Person is not directly registered as Bondholder on the relevant Securities Account held with CSD (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

☐ **For** the Proposals

☐ **Against** the Proposals

☐ **Refrains** from voting

*The undersigned hereby confirms (by putting a cross in the appropriate box above) that this Voting Form shall constitute a vote also for a second written procedure (if any) pursuant to to Clauses 16 and 18 of the Terms and Conditions with respect to the Proposals).*

Name of the Voting Person: \_\_\_\_\_

Capacity of the Voting Person:

Bondholder<sup>3</sup>: ☐

authorised person<sup>4</sup>: ☐

Voting Person's Reg. No./ ID. No  
and country of incorporation/domicile: \_\_\_\_\_

Securities Account number at  
CSD: \_\_\_\_\_  
(if applicable)

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<sup>3</sup> When voting in this capacity, no further evidence is required.

<sup>4</sup> When voting in this capacity, the person/entity voting must also enclose the Power of Attorney/Authorisation (see Schedule 2 (*Power of Attorney/Authorisation*)) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date.

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

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Nominal Amount voted  
for (in SEK):

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

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Authorised signature and Name<sup>5</sup>

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Place, date:

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<sup>5</sup> 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.

## Schedule 2

### POWER OF ATTORNEY/AUTHORISATION

**For the Written Procedure in T. Andréasson Fastighetsaktiebolag (publ) of up SEK 300,000,000 senior secured fixed rate bonds 2020/2023 with ISIN SE0014555298 and SE0014555306**

**NOTE:** This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not directly registered as a Bondholder on the Securities Account, held with CSD. There must always be a coherent chain of powers of attorney derived from the Bondholder. In essence, 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 Bondholder 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*)